

REQUEST FOR QUALIFICATIONS
PROFESSIONAL LAND SURVEYOR SERVICES

Statement Of Qualifications – #684

FOR THE

CITY OF ANN ARBOR, MICHIGAN

*100 N. FIFTH AVENUE
P.O. BOX 8647
ANN ARBOR, MICHIGAN 48107-8647*

CONTACT PERSON: *Dee Lumpkin, Purchasing Office*
PHONE: 734-994-2719
EMAIL: *dlumpkin@a2gov.org*

I. PURPOSE OF THE REQUEST

The City of Ann Arbor is requesting Statements of Qualifications to be submitted to the City by Friday, October 12, 2007 at 2:00 PM, from Professional Land Survey firms who have experience in preparing legal property descriptions and surveys of properties.

Land Survey work must be performed by a licensed certified professional Land Surveyor. The City will be reviewing these qualifications and selecting licensed qualified Land Surveyor firms to provide competitive quotations on various Land Survey requests, which will include at minimum legal property description, boundary line survey of property showing all topography, easements, encumbrances, infrastructure and encroachments, if any, or any other apparent condition of the property in connection with the City of Ann Arbor Parks and Open Space Program (commonly known as the Parks/Greenbelt Program) acquisitions.

The City may be purchasing approximately 5-7 properties in the next few years, some will be fee simple purchases, but the majority will be the purchase of conservation easements. Services will be requested from the successful firm on an “as needed basis” throughout the contract period. It is estimated that up to 5 properties ranging in size of 10 to 360 acres will be evaluated.

The City prefers to place the majority of its survey services with one or more Land Survey firm(s) and to establish a close working relationship with that Land Survey firm(s) with respect to each property considered in connection with an application for sale under the City’s Parks and Open Space Program. The term of this non-exclusive agreement will be one year, tentatively commencing on November 6, 2007. Award of a contract for services is subject to the approval of City Council and negotiation of a satisfactory contract for services.

The City recognizes there may be a limited number of Land Surveyor firms capable of providing the services requested. The City is pursuing a firm with the knowledge and resources available to provide services under even the most limited time constraints.

II. BACKGROUND INFORMATION

In November 2003, City of Ann Arbor voters approved a ballot proposal commonly known as the Parks and Greenbelt Ballot Proposal. The purpose of the ballot proposal is to provide funds to preserve and protect open space, natural habitats, and the city's source waters inside and outside the city limits. The voters authorized a one-half mill tax for 30 years, to replace the existing Land Acquisition Millage of .5 mill that expired in 2004 to provide funds for preservation and protection of parkland, open space, natural habitats, and city sourcewaters by the acquisition and management of land and land rights within and outside the City of Ann Arbor.

On May 3, 2004, the Ann Arbor City Council adopted Chapter 42, "Open Space and Parkland Preservation," of the Ann Arbor City Code. The Chapter establishes and defines a Greenbelt District and the criteria and selection process for purchase of development rights (PDR) and other property rights within the District, specifically:

- A. Only land voluntarily offered by the owner will be considered.
- B. Whenever possible, purchases of land, land rights, and conservation easements outside the city limits will be achieved using all available funding sources including: joint purchase agreements with owners, townships, cities and county; state and federal grants; land conservancies and trusts.
- C. Greenbelt acquisitions that fulfill the following criteria will be preferred
 - i. Purchases where the city's cost does not exceed 1/3 of the appraised land value;
 - ii. Purchases that partner with a township or other governmental agency;
 - iii. Conservation easements are preferred to outright purchase;
 - iv. Purchases with matching state or federal grants;
 - v. Proximity to the city limits;
 - vi. Desirable characteristics of the property (natural beauty, species diversity, age of trees, presence of streams and wetlands, proximity to the Huron River); Size;
 - vii. Proximity to other protected lands;
 - viii. Current or projected future use of adjacent property;
 - ix. Management proposals that incorporate joint agreements with purchase partners.

The City of Ann Arbor has contracted with The Conservation Fund to assist in the implementation of its Parks and Open Space Program. A Land Surveyor Firm will be expected to work with The Conservation Fund in the preparation of survey reports. The City and / or The Conservation Fund on behalf of the City, will provide the following information to assist in preparation of the survey: GIS aerial photo map of the property with the property boundaries delineated; if applicable additional aerial photos showing floodplain or other features; GIS

cadastral map with the location of the property; legal description of the property from the deed; preliminary title commitment on the property; landowner contact information including name, address, phone and e-mail if applicable; if the property is on the market listing sheet and relevant information provided by the realtor; tax parcel number and property address; and soil map outlining prevalence of varying soil types within property boundaries.

Any information provided from the public record is provided for informational purposes only and the City makes no guarantee as to the completeness or accuracy of the information.

III. SELECTION PROCESS

A. *Timetable*

The City requests the submission of qualifications of services no later than Friday, October 12, 2007 by 2:00 PM. It is anticipated land survey firms who are determined qualified will be submitted to City Council for approval of Contract Services at its Monday, November 5, 2007 session.

B. *Submission of Qualifications*

Three (3) copies of the qualification submission shall be received in written form by:

Dee Lumpkin
Purchasing Office
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, Michigan 48104

Phone: (734) 994-2719
Email: dlumpkin@ci.ann-arbor.mi.us

To be considered, each submitter must submit a complete response to this RFQ by the October 12, 2007 at 2:00 PM.

Submitters will be evaluated on the following:

- Demonstrated experience in providing services of a similar nature to the ones outlined in this RFQ to other public corporations.
- Proven expertise in the Land Survey field.
- Demonstrated ability to communicating effectively verbally and in written form with City administration and property owners.

Qualifications statement should include information on all elements of the minimum qualifications listed below as well as any auxiliary services your firm provides and any additional information that will assist the City with this selection.

City staff will review all responses. Submitters prequalified to receive requests for quotation will be required to submit the following at notice of qualification:

- Living Wage Compliance Form
- Contract Compliance Form

Forms will be forwarded to prequalified submitters.

The selected Submitter(s) will be required to execute the City of Ann Arbor standard Professional Services Agreement for Land Surveyors (attached) and provide the City with required insurance coverage documentation within ten (10) days of award of the contract.

THIS INVITATION TO SUBMIT A REQUEST FOR QUALIFICATIONS IS NOT AN AUTHORIZATION TO APPROACH ANY APPLICANT TO THE PARKS AND OPEN SPACE PROGRAM OR AGENCIES ON BEHALF OF THE CITY OF ANN ARBOR FOR ANY PURPOSE, WHETHER FOR INQUIRY, SOLICITATION, OR OTHERWISE, AT ANY TIME. FAILURE TO COMPLY WITH THIS CONDITION SHALL BE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

Prequalification does not guarantee work with the City of Ann Arbor but rather prequalifies a Land Surveyor firm to bid on work that is covered by a work statement issued by the City. Prequalification will be based upon the Land Surveyor firm's response to the RFQ and agreement to the terms and conditions in the City's standard land surveyor contract and this RFQ. If prequalified, the Submitter will receive a letter indicating so from the Community Services Area Administrator.

Prequalified Land Surveyor firms will then receive notice electronically (i.e., email or FAX of bid properties as they become available. Land Surveyors will normally have one week to review the work statement and electronically submit their bid form for the advertised bid properties. Bids will be awarded based on the Land Surveyor firm response to the bid form, statement of qualifications (on file with the Community Services Area Administrator) and the Land Surveyor firm's past performance.

IV. MINIMUM QUALIFICATIONS OF LAND SURVEYOR / LAND SURVEYOR FIRM

- Licensed Professional Surveyor in the State of Michigan.
- Minimum five (5) years continuous business operation.
- Certification from a recognized professional surveyor association (i.e. National Society of Professional Surveyors (NSPS))
- Experience providing the following types of survey information for residential, commercial, agricultural and open space properties on a time sensitive basis:
 - Land descriptions, including those involving disputed boundaries or defective deed descriptions

- Riparian rights, hydrology, and meandered bodies of water
- Reconciliation of past and present measurements
- Subdivision of sections
- Ability to prepare and certify land title survey in accordance minimum standard detail requirements for current ALTA/ACSM land title surveys and accuracy standards for ALTA/ACSM land title surveys as adopted by American Land Title Association, American Congress on Surveying & Mapping and the National Society of Professional Surveyors.
- A list of clients (including name of contact, address, phone numbers and descriptions of work performed) for which similar projects have been performed. Name and qualifications of key personnel involved should be identified.
- Agreement to comply with the requirements of the City's Equal Employment Opportunity/Affirmative Action policies and living wage.
- Ability to recognize and report circumstances in performing a survey that are pertinent to the City and the success of the Parks and Open Space Program.
- Ability and commitment to provide continuous professional service during the contract period on a time sensitive basis.

V. STATEMENT OF QUALIFICATION CONDITIONS

The following outlines a variety of typical services that are to be performed by the Land Surveyor. Responses need not reflect an identical work plan, but should identify ways in which the Land Surveyor usually meets similar needs for their clients. Responses should include, when appropriate, supporting documentation.

1. Explain how you will become familiar with the City of Ann Arbor, and its Parks and Open Space Program.
2. State and explain your experience in providing certified survey services of a similar nature to the ones outlined in this RFQ to other public entities, in particular:
 - a. Boundary Survey
 - b. Topographic Survey
 - c. Route Survey
 - d. Hydrographic Survey
 - e. ALTA/ACSM Survey

Your response should include average timeline for preparation of each of the types of surveys identified and any other information reflective of your ability to be responsible to objectives unique to the Parks and Open Space Program.

3. Describe, in general, the nature, structure and flexibility involved in providing survey services on a time sensitive schedule. Include any procedures you have or will put in place to ensure the security of the records.

4. Identify any technological resources and/or innovations available to service the City as a client.
5. Provide a complete description of your organizational structure (type of firm) and experience of key personnel providing services to the City, including professional qualifications, specialization, etc. Indicate professional designations/affiliations. Please include biographies for all key personnel identified. Describe your overall corporate philosophy.
6. Describe any additional services available through your Firm and how the availability of these services can be beneficial to the City.
7. Would your firm be willing to submit bids if it is restricted to two or three pre-selected and assigned geographic areas (i.e., specific townships)?

VI. SUBMITTER'S INFORMATION

1. Indicate the name, title and address of contact person authorized to negotiate/expedite a bid quotation/contract. Include telephone number, facsimile number, and email address.
2. List three references. Provide the contact persons and their telephone number:
3. Provide statement indicating your unconditional acceptance of the terms and conditions as contained herein and agreement not to file an appeal on an awarded project resulting from this process.
4. Provide a statement indicating your agreement that all survey reports prepared shall be considered confidential and data/report shall not be shared with any party not covered in these contractual services unless specifically required by the City or otherwise authorized by law.
5. Provide a statement indicating your agreement that Land Surveyor firm, its officers and employees, are not eligible to apply for the Parks and Open Space Program in connection with any survey services provided or other contract tasks.
6. Provide signature, title and telephone number of the person authorized by the Land Surveyor firm to attest to the validity of the information provided and who can answer questions relative to this RFQ.

VII. INCURRING COSTS

The City of Ann Arbor is not liable for any cost incurred by the Submitter prior to the signing of the contract. The Submitter should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the City is limited to the terms and conditions of the contract.

Attachment 1
Standard Land Surveyor Contract for Services

The following exhibit is a specimen contract agreement for survey services identified in this RFQ. Pre-qualified Land Surveyor/Land Surveyor firm will be required to execute a contract containing the terms and conditions of the specimen contract except where noted in the RFQ. No changes, modifications, alteration or deletions to the terms and conditions of the specimen contract will be accepted.

AGREEMENT BETWEEN
_____ **AND CITY OF ANN ARBOR**
FOR
PROFESSIONAL LAND SURVEYOR SERVICES

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

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

I. DEFINITIONS

Administering Department means Community Services Area

Contract Administrator means Community Services Area Administrator, acting personally or through any assistants authorized by the Administrator of the Administering Department.

Project means RFQ No. _____, LAND SURVEY SERVICES in conjunction with the Parkland and Open Space Preservation Millage Program.

Work Statement means a request for specific services by the City, a proposal by the Surveyor, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Land Survey Services Agreement, Dated..."
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Director of the Administering

Department approved as to substance; and (c) City Attorney approved as to form and content.

3. Contains the following three mandatory items:
 - a. Description and/or specifications of the services to be performed and documentation to be delivered to the City.
 - b. The amount of payment.
 - c. The time schedule for performance and for delivery of the documentation.
4. In addition, when applicable, the Work Statement may include other terms and conditions as may be mutually agreeable between the parties.

II. DURATION

This agreement shall become effective on _____, 2007, and terminate on _____, 2008, unless terminated as provided for in this agreement. It is anticipated by the parties that delivery of the required survey(s) will occur within thirty (30) days of execution of a Work Statement unless another time period is identified in the Work Statement(s) issued in connection with this Agreement.

III. SERVICES

- A. The Surveyor shall furnish to the City a professional survey of certain parcel(s) of land, or designated parts thereof, more specifically described in Exhibit A, and if required by the City, appear in court as an expert witness for the City, in support of the accuracy of the survey. Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by the Surveyor, the Work Statement shall become a part of this Agreement and shall be performed in accordance with its described scope. The Surveyor agrees and understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- B. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Surveyor shall perform its Services for the Project in compliance with all applicable laws, ordinances and regulations and certification standards.

IV. COMPENSATION OF SURVEYOR

- A. The Surveyor will be compensated for Services performed in accordance with any Work Statement issued by the City at the rates and prices specified in the Work Statement. The total fee to be paid the Surveyor for Services under this Agreement shall be based on the number of work statements issued by the City and awarded to the Surveyor during the term of the Agreement. It is understood that any work statement issued by the City will be awarded on the basis of competitively bid pricing and services and that Surveyor enters into this Agreement with the understanding that the City does not guarantee issuance of any work statements during the terms of the Agreement or if issued, the award of any work statement to Surveyor.

Should it be necessary for any survey completed by Surveyor in accordance with any Work Statement to be updated as a result of changes in survey standards, compliance requirements, age or similar reasons, the Surveyor agrees that upon request of the City, Surveyor will prepare the necessary update at its current hourly rate for Services. The Surveyor agrees that it will submit to the Contract Administrator a statement detailing the hours and charge that it will make for updating each survey. This estimate will be submitted within ten (10) days after it is requested by the City. The parties agree to execute an amendment to the relevant Work Statement inclusive of all requirements for the updated survey.

In addition, the Surveyor agrees to provide, if requested, expert witness services, under the direction of the City Attorney. The Surveyor will be compensated for services performed as an expert witness for each day spent in rendering such services and such sum shall include reimbursement for reasonable out-of-pocket expenses incurred in rendering such services. Payment for these services (if any) shall be at the rate of \$___ per hour plus reasonable, actual out-of-pocket expenses.

- B. The Surveyor shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Surveyor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.
- C. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Surveyor may be entitled.

V. INSURANCE/INDEMNIFICATION

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

1. Errors and Omission insurance protecting the Consultant and its employees in an amount not less than \$500,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

- Bodily Injury by Accident - \$1,000,000 each accident
- Bodily Injury by Disease - \$1,000,000 each employee
- Bodily Injury by Disease - \$1,000,000 each policy limit

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

- \$500,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
- \$1,000,000 Per Job General Aggregate
- \$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$500,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply excess for the Commercial General Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

C. In the case of all Contracts involving on-site work, the Surveyor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the abovementioned policies. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the City of Ann Arbor. Further,

the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any insurance provider of Surveyor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Surveyor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.
- B. Living Wage. The Surveyor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of

selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$9.91 an hour for a covered employer that provides employee health care to its employees and \$11.48 an hour for a covered employer that does not provide health care to its employees.

VII. WARRANTIES BY THE SURVEYOR

- A. The Surveyor warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Surveyor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Surveyor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement.
- D. The Surveyor 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.
- E. The Surveyor warrants that it has not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of submitting an independent estimate of fees for this agreement.

VIII. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- B. The City may terminate this agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the agreement by the Surveyor, the Surveyor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

IX. OBLIGATIONS OF THE CITY

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

X.ASSIGNMENT

- A. The Surveyor shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Surveyor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Surveyor shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

XI. NOTICE

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

XII. CHOICE OF LAW

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

XIII.CONFLICT OF INTEREST

The Surveyor certifies it has no financial interest in the Services to be provided under this agreement other than the compensation specified herein. The Surveyor 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.

XIV.SEVERABILITY OF PROVISIONS

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

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Surveyor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Surveyor and the City.

XVI. OWNERSHIP OF DOCUMENTS

The completed survey or, in the case of termination, partially completed by the Surveyor on the date of receipt of written notice of termination becomes the property of the City and shall be delivered to the City. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Surveyor.

FOR LAND SURVEYOR

By _____

Its _____

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Jayne Miller
Community Services Area Administrator

By _____
Roger W. Fraser, City Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

GENERAL CONDITIONS
Delivery of Services

Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the City. The Surveyor agrees to fully complete the surveys and furnish them to the City within thirty (30) calendar days after execution of any Work Statement issued and awarded under this Agreement unless another date is specified in the Work Statement, it being fully understood and agreed by the parties in the event the Surveyor shall fail to do so, the City may without the necessity of notice, terminate the services of the Surveyor without incurring any liability for a payment for surveys submitted after the due date, or may elect to deduct, in the sole discretion of the City, as a liquidation of damages, a sum of money equal to one-third of one percent (1/3 of 1%) per calendar day for the first fifteen days and after the fifteenth day the amount shall be increased to one percent (1%) per calendar day of the total fee if the performance of the entire contract is delayed beyond the due date and the same may be done with respect to the individual parcel(s) that have not been received by the due date. Upon written request by the Surveyor, an extension of time may be granted by the Contract Administrator in writing. It is further agreed that if a liquidation of damages is imposed pursuant to this agreement, any money due and payable to the City thereby, may be retained out of any money earned by the Surveyor under the terms of this contract.

The Surveyor agrees to consult with designated City personnel regarding its survey. The Surveyor also agrees that upon request it will prepare an updated survey of any of the parcels covered by this agreement.

Update surveys shall be completed within thirty (30) days after the request for the update is received, unless otherwise specified. The Surveyor further agrees that it will submit to the Contract Administrator a statement detailing the hours and charge that it will make for updating each survey. This estimate will be submitted within ten (10) days after it is requested by the City.

Conflict of Interest

The Surveyor agrees not to accept survey assignments on other parcels within the project area and adjacent properties from any person, firm, or organization other than the City for a period of one year from the date of this Agreement unless consent in writing is obtained from the Contract Administrator.

Survey Revisions

In the event that a revision of the above described survey(s) is necessary through the Surveyor's error or oversight, the revision must be submitted to the City within ten (10) days from receipt of the City's request at no additional cost to the City. If revisions become necessary because of revised plans or additional requirements on the part of the City, it is agreed that this agreement shall be modified by a separate work statement executed by the parties.

EXHIBIT A-1
SAMPLE WORK STATEMENT

WORK STATEMENT NO. ____

Date: _____

Project: Land Survey Services

This is a Work Statement under Land Survey Services Agreement, dated _____, between the City of Ann Arbor (City) and _____ (Surveyor).

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Land Surveyor Services Agreement and its Exhibits, Request for Quote, dated _____, 200_, and Surveyor's Quote for Services dated _____, 200_.

Statement Specifications:

- A. Type of Survey Requested: ALTA/ACSM Land Title Survey with:
1. Location of utilities
 - Observed evidence
 - Observed evidence together with reference to source information
 2. Observable evidence of site use as dump or sanitary landfill
 3. Flood zone designation
 4. Observable evidence of encroachments

ALTA/ACSM Land Title Surveys must satisfy the current minimum standard detail requirements and accuracy standards as adopted by the American Land Title Association, American Congress on Surveying & Mapping and the National Society of Professional Surveyors.

Surveyor must include the surveying company's name, address, phone number, surveyor's name, a north arrow and a legend for symbols. Legal descriptions are to be by metes and bounds, unless otherwise specified. The description is to be traced on the survey drawing itself and must "close." Any discrepancy between the survey legal description and the legal description provided to the Land Surveyor as part of the supplemental documents to this Work Statement must be identified.

- B. Surveys must be certified to the City and the title insurance company and contain a ALTA/ACSM certification statement or other applicable certification statement from the

surveyor that the survey is true and correct in connection with the type of survey requested.

- C. Surveyor shall furnish an original and two copies of the completed boundary survey/survey report for the property described below to the City on or before _____, 200_ unless another date is agreed upon by the parties in writing prior to the delivery date.

Parcel ID	Type of Sale	Type of Survey	Acreage	Completion Date	Unit Price	Total

Total = _____

LAND SURVEYOR

(Surveyor)

By: _____

Its: _____

CITY OF ANN ARBOR

By: _____
Roger W. Fraser, City Administrator

Approved as to substance

Jayne Miller
Community Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT B

FAIR EMPLOYMENT PRACTICE

The Surveyor shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

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

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

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

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or

performed or the goods or properties to be furnished or delivered to the City under this contract.

Exhibit D
Living Wage Ordinance Excerpts

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

1:813. Definitions.

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

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

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

1:814. Applicability.

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

1:815. Living Wages Required.

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

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