

REQUEST FOR PROPOSAL

RFP # 17-33

Abandoned Water Supply Well Plugging

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



Due Date: November 10, 2017 by 2:00 p.m. (local time)

Issued By:

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

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a registered well drilling firm to plug abandoned water wells located on City of Ann Arbor property. Tasks include development and execution of well abandonment plan and site clearing for access, coordinate with Michigan Department of Environmental Quality (MDEQ), and other related work.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before October 30, 2017 at 10:00 a.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Emily Schlanderer, P.E., Water Treatment Plant Engineer - ESchlanderer@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFP, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date of questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the consultant's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: October 19, 2017 at 2:00 p.m.

WHERE: 919 Sunset Rd, Ann Arbor, MI 48103

The meeting will be followed by a site visit:

WHEN: October 19, 2017 at 3:00 p.m. (or 30 minutes after the meeting adjourns)

WHERE: 4325 Concourse Dr, Ann Arbor MI, 48108

Prospective contractors shall come prepared to walk through tall brush, wooded areas and wet, marshy conditions. In the case of inclement weather, an alternative site visit will be schedule for October 20, 2017 at 11:00 a.m.

This meeting and site visit are strongly recommended. The purpose of this meeting and site visit is to discuss the project with prospective proposers, to answer questions concerning the contract and scope of services, and provide bidders the opportunity to witness the working conditions and site constraints. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the consultant's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, November 10, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **three (3) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No. 17-33 – Abandoned Water Supply Well Plugging”** and list the consultant’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48104

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**

3. **The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D – City of Ann Arbor Prevailing Wage Declaration of Compliance, Attachment E - City of Ann Arbor Living Wage Declaration of Compliance, Attachment F - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

Please do not provide these forms outlined directly above within the separately sealed Fee Proposal envelope.

G. DISCLOSURES

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

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review the sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals 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 consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All contractors proposing to do business with the City shall satisfy the contract compliance 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 as outlined in Attachment C 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.

J. 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 consultant and its subcontractors must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant 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 Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent 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.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. If a consultant contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the consultant to the Purchasing Manager. The Purchasing Manager will provide the consultant with the

appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Proposal Meeting and Site Visit	October 19, 2017, 2:00 p.m.
Written Question Deadline	October 30, 2017, 10:00 a.m.
Addenda Published (if needed)	November 3, 2017
Proposal Due Date	November 10, 2017, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	T.B.D.
Selection/Negotiations	November 2017
Expected City Council Authorizations	January 2018
Notice to Proceed Anticipated	March 2018 (approximately)

All Work must be completed, site restored, and invoiced by the Contractor prior to June 30, 2018.

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected consultant will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all consultants.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

1. Background

The City of Ann Arbor (City) currently owns and operates three (3) water supply wells in the Steere Farm wellfield located on the Ann Arbor Municipal Airport property within Pittsfield Township, MI.

In addition, there are abandoned former water supply wells located on property owned by the City of Ann Arbor; one located in Steere Farm on the west side of State St identified as 742, and the remaining located on the east side of State St. The wells on the east side of State St, identified as 2E, 3E and 5E are located in a low-lying, heavily wooded area and are not easy to access. Mallets Creek borders the south side of the City's property on the east side of State St. Well 742 is located south of the Steere Farm water supply wells currently in operation (25W, 21W and 741). Well construction information for the abandoned wells is limited.

Wells 2E, 3E and 5E were once part of what is known as the Steere Farm water supply well system. Descriptive logs could not be located for these wells. A drawing prepared by Ann Arbor Water Works Department manager, H. H. Caswell, and an inter-office memo (circa 1960), containing some information regarding the Steere Farm wells were located and are included in Attachment A. Based on information in the drawing and memo, it is believed that wells 2E and 5E, originally installed in, or soon after 1918, were capped, plugged with concrete and replaced with new wells in 1948.

According to the drawing, Well 2E (as replaced in 1948) was installed to a depth of 65 feet below ground surface (bgs) and was constructed with a 10-foot long, 10-inch diameter #80 slot screen. Well 5E (as replaced in 1948) was installed to a depth of 40 feet bgs and was constructed with an 11-foot long, 10-inch diameter #125 slot screen. The memo indicates that no drop pipes were installed in these two wells. No information regarding Well 3E was provided in the memo.

A 1915 report describing the construction and testing of Well 3E, a 16-foot diameter dug well, and a 1918 drawing are included in Attachment A. This report indicates that the Well 3E was installed in 1915 using steel sheet piles and concrete. The drawing indicates a well design depth of 23 feet bgs and extending 7 feet above ground. However, the report mentions differential settlement during construction between 2.6 and 3.17 feet. The report also mentions a suction pipe being installed on the east side of the well. Based on Washtenaw County GIS and historical aerial imagery from 1997, the 16-foot diameter well is located at approximate latitude and longitude of 42.22481N, 83.73358W.

Wells 2E, 3E and 5E were connected to a single manifold suction line. The presence of pumps or piping within these wells is not expected.

A well log and 1987 video log of Well 742 have been located and are included in

Attachment A. This information indicates that Well 742 was installed in 1974 using rotary drilling methods. The well appears to be constructed to a depth of approximately 74 feet bgs and is screened in unconsolidated sand and gravel deposits. The well appears to have a 30-inch diameter outer surface casing installed from ground surface through the upper clay-rich deposits to a depth of approximately 38 feet bgs. The top of the 18-inch diameter well casing is located at a depth of approximately 16 feet bgs and extends to the top of the screen located at a depth of approximately 48 feet bgs. The well is screened from approximately 48 feet bgs to approximately 74 feet bgs with a wire wound stainless steel screen. The 1987 video log indicates that the well was in good condition at that time with approximately 6 to 8 inches of sand/fill material at its bottom. It does not appear that any piping or pumps were located in the well at the time of the video.

2. Objective

The City of Ann Arbor is seeking proposals from licensed well drilling firms, registered in the state of Michigan, to perform the plugging of the abandoned water supply wells identified as 742 and 3E meeting all state and local requirements, and investigate the conditions of abandoned water supply wells identified as 2E and 5E. The tasks will include development and execution of a well plugging plan and site clearing for access, as necessary.

The entire project must be complete, site restored and invoiced to the City prior to June 30, 2018.

3. Requirements – Base Bid

- A. Review background data and complete site investigation to locate abandoned wells 742 and 3E, confirm well depths, dimensions, presence of drop pipes, pumps, conduit/wiring or ancillary equipment within or adjacent to the wells, and evaluate site constraints.
- B. Investigate and document condition and abandoned states of former water supply wells 2E and 5E.
- C. Complete downhole video inspection of each abandoned well prior to commencing plugging activities.
- D. Provide a detailed Well Abandonment Work Plan that contains a comprehensive description on plugging procedures for Wells 3E and 742.
 - a. The plan shall outline the proposed approach to evaluate and plug each abandoned well in accordance with procedures found in Part 127 of Act 368 of the Public Acts of 1978, as amended. The Act authorizes promulgation of rules contained within the Michigan Water Well Construction and Pump Installation Code. In addition, the plan shall follow Washtenaw County requirements for plugging abandoned wells.
 - b. Contact MDEQ and Washtenaw County Health Department and provide proposed plugging procedures for abandoned water supply wells. Acquire

approval and obtain all necessary permits from these agencies for the proposed plugging procedures as detailed in the Well Abandonment Work Plan prior to commencing plugging of abandoned wells.

- c. Contact MDEQ, Washtenaw County and Pittsfield Township to obtain all required permits prior to initiation of site clearing, access, and plugging activities.
- E. Plug the abandoned former water supply wells 3E and 742.
- a. Provide all equipment, labor, supplies, and materials necessary to access the abandoned water supply wells.
 - i. Provide temporary access as required to safely deliver equipment, vehicles and supplies to the work sites.
 - ii. Limit clearing of brush and woods to minimum extent necessary to access abandoned water supply wells.
 - iii. Construction of temporary gravel access roads is not expected to be necessary, but may be provided by the Contractor based upon means, methods, equipment used, as approved by the City and as permitted by the authority having jurisdiction.
 - b. Provide all equipment, labor, supplies, and materials necessary to plug the abandoned water supply wells.
 - c. Provide electricity and water, as necessary.
 - d. Provide a Health and Safety Plan. The Health and Safety Plan should include reasonable health and safety precautions to be taken to protect individuals from potential health hazards working around the large diameter abandoned wells.
 - e. If necessary, remove any pumps, piping, electrical conduit/wiring, and any other debris or obstructions from abandoned water supply wells prior to plugging.
- F. Within 60 days after plugging the abandoned water supply wells, provide the MDEQ and Washtenaw County Health department with two (2) copies of a completed abandoned well plugging record containing all required plugging information. Standard plugging report forms provided by the MDEQ, if available, should be used.
- G. Attend up to three (3) meetings to meet with City, present findings and go over deliverables. Participate in conference calls as needed. Provide photographs and field reports as a record of findings and activities.
4. Requirements – Alternate No. 1
- A. The base scope includes an investigation of Wells 2E and 5E. If the investigation concludes that these wells need to be abandoned and plugged in accordance with MDEQ requirements, they may be added to the project scope as Alternate No. 1.
 - B. Add Wells 2E and 5E to the scope of the Well Abandonment Work Plan as described under Scope of Services section 3.D

C. Plug the wells 2E and 5E, fulfilling requirements as described under Scope of Services sections 3.E and F.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must

be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the consultant and City staff, and the company's general philosophy in regards to providing the requested services.

Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

The work plan should be structured to break up the work into the following categories:

1. Investigate Wells 2E and 5E – Scope of Services item 3.B.
2. Develop Well Abandonment Work Plan – Scope of Services items 3.A, C and D.
3. Plug Wells 3E and 742 – Scope of Services items 3.E and F.
4. Alternate No. 1 – Plug Wells 2E and 5E – Scope of Services item 4.

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

In addition to the previously mentioned details, the fee proposal should include the table below with line items corresponding with the categories in the Proposed Work Plan. The consultant can add additional details and/or sub-items to this table at their discretion.

Abandoned Water Supply Well Plugging – RFP No. 17-33 BASE BID				
Item No.	Item Description	Qty	Unit	Total Price
1	Investigate Wells 2E and 5E	1	LS	\$
2	Develop Well Abandonment Work Plan	1	LS	\$
3	Plug Wells 3E and 742	1	LS	\$
1-3	TOTAL BASE BID:			\$
Abandoned Water Supply Well Plugging – RFP No. 17-33 ALTERNATE BID				
Item No.	Item Description	Qty	Unit	Total Price
4	Alternate No. 1 - Plug Wells 2E and 5E	1	LS	\$
1-4	TOTAL BASE BID + ALTERNATE:			\$

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

F. Attachments

Legal Status of Consultant, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Declaration of Compliance Form and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all

the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 20 sheets (40 sides), not including required attachments and resumes.

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

ADDENDA

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

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant 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 official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Historical Well Information and Background Documents

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

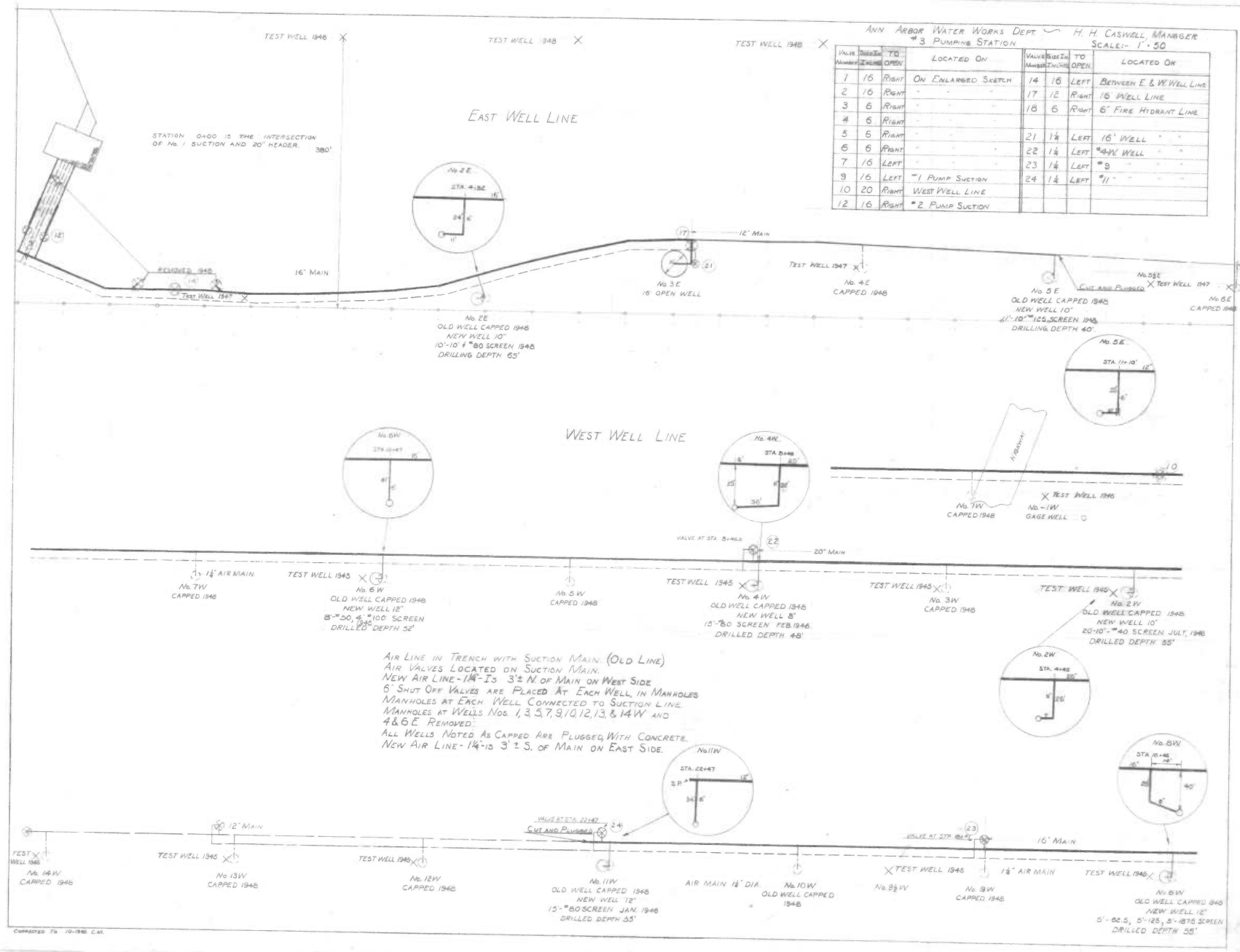
Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

ATTACHMENT A
HISTORICAL WELL INFORMATION AND BACKGROUND DOCUMENTS

ANN ARBOR WATER WORKS DEPT.
H. H. CASWELL, MANAGER
SCALE: 1" = 30'



ANN ARBOR WATER WORKS DEPT. H. H. CASWELL, MANAGER
#3 PUMPING STATION SCALE: 1" = 30'

VALVE NUMBER	SIZE IN INCHES	TO OPEN	LOCATED ON	VALVE NUMBER	SIZE IN INCHES	TO OPEN	LOCATED ON
1	16	RIGHT	ON ENLARGED SKETCH	14	16	LEFT	BETWEEN E. & W. WELL LINE
2	16	RIGHT	"	17	12	RIGHT	16" WELL LINE
3	6	RIGHT	"	18	6	RIGHT	6" FIRE HYDRANT LINE
4	6	RIGHT	"				
5	6	RIGHT	"	21	1 1/2	LEFT	16" WELL
6	6	RIGHT	"	22	1 1/2	LEFT	" 4" WELL
7	16	LEFT	"	23	1 1/2	LEFT	" 8
9	16	LEFT	" 1 PUMP SUCTION				
10	20	RIGHT	" WEST WELL LINE				
12	16	RIGHT	" 2 PUMP SUCTION				

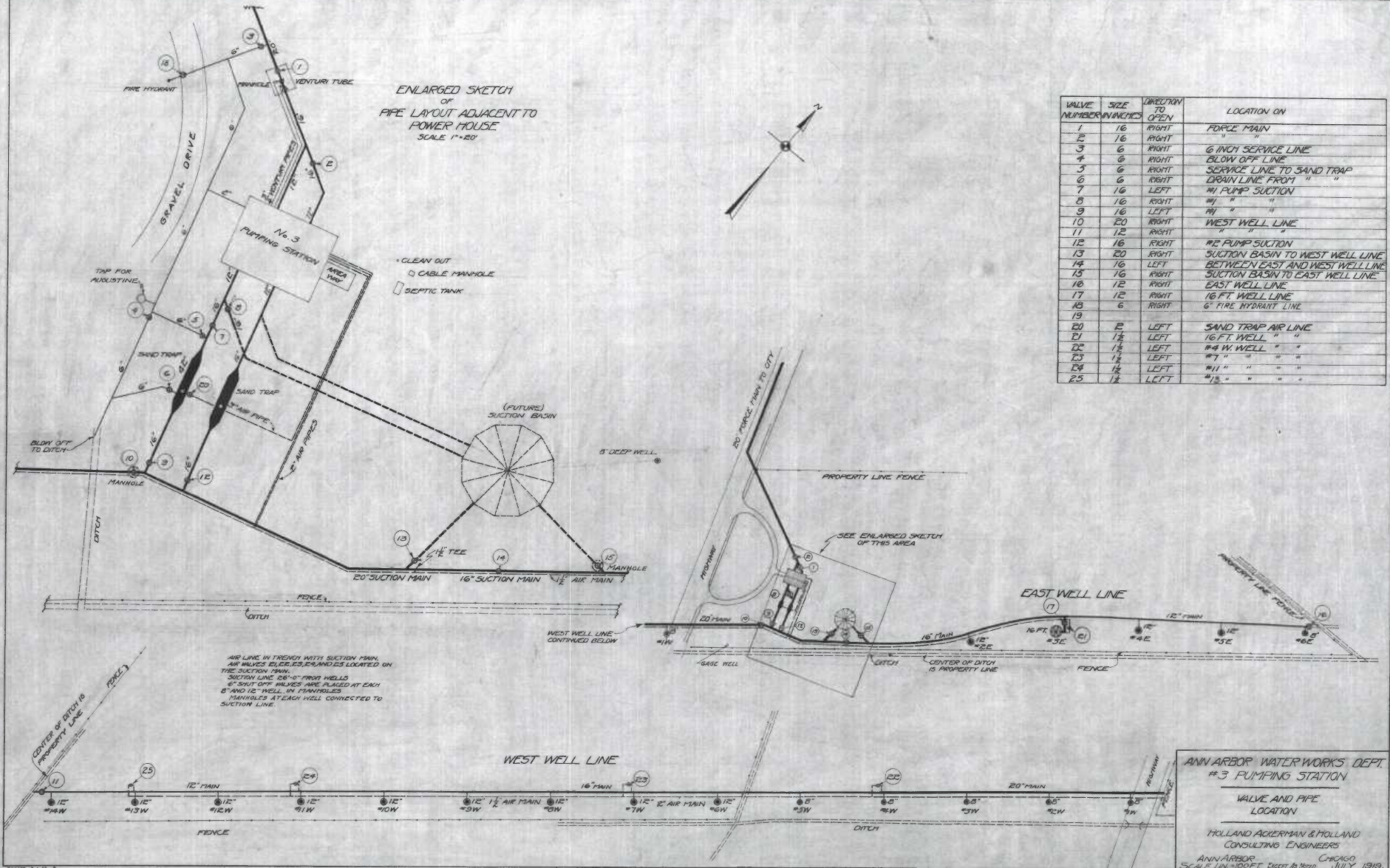
AIR LINE IN TRENCH WITH SUCTION MAIN. (OLD LINE)
 AIR VALVES LOCATED ON SUCTION MAIN.
 NEW AIR LINE - 14-13 3" N. OF MAIN ON WEST SIDE
 6 SHUT OFF VALVES ARE PLACED AT EACH WELL IN MANHOLES
 MANHOLES AT EACH WELL CONNECTED TO SUCTION LINE
 MANHOLES AT WELLS NOS. 1, 3, 5, 7, 9, 10, 12, 13, & 14 W AND
 4 & 6 E REMOVED.
 ALL WELLS NOTED AS CAPPED ARE PLUGGED WITH CONCRETE.
 NEW AIR LINE - 14-13 3" S. OF MAIN ON EAST SIDE.

CORRECTED TO 10-29-06 C.M.

5845
 W. H. S.
 4/14

3545

ENLARGED SKETCH
 OF
 PIPE LAYOUT ADJACENT TO
 POWER HOUSE
 SCALE 1"=20'



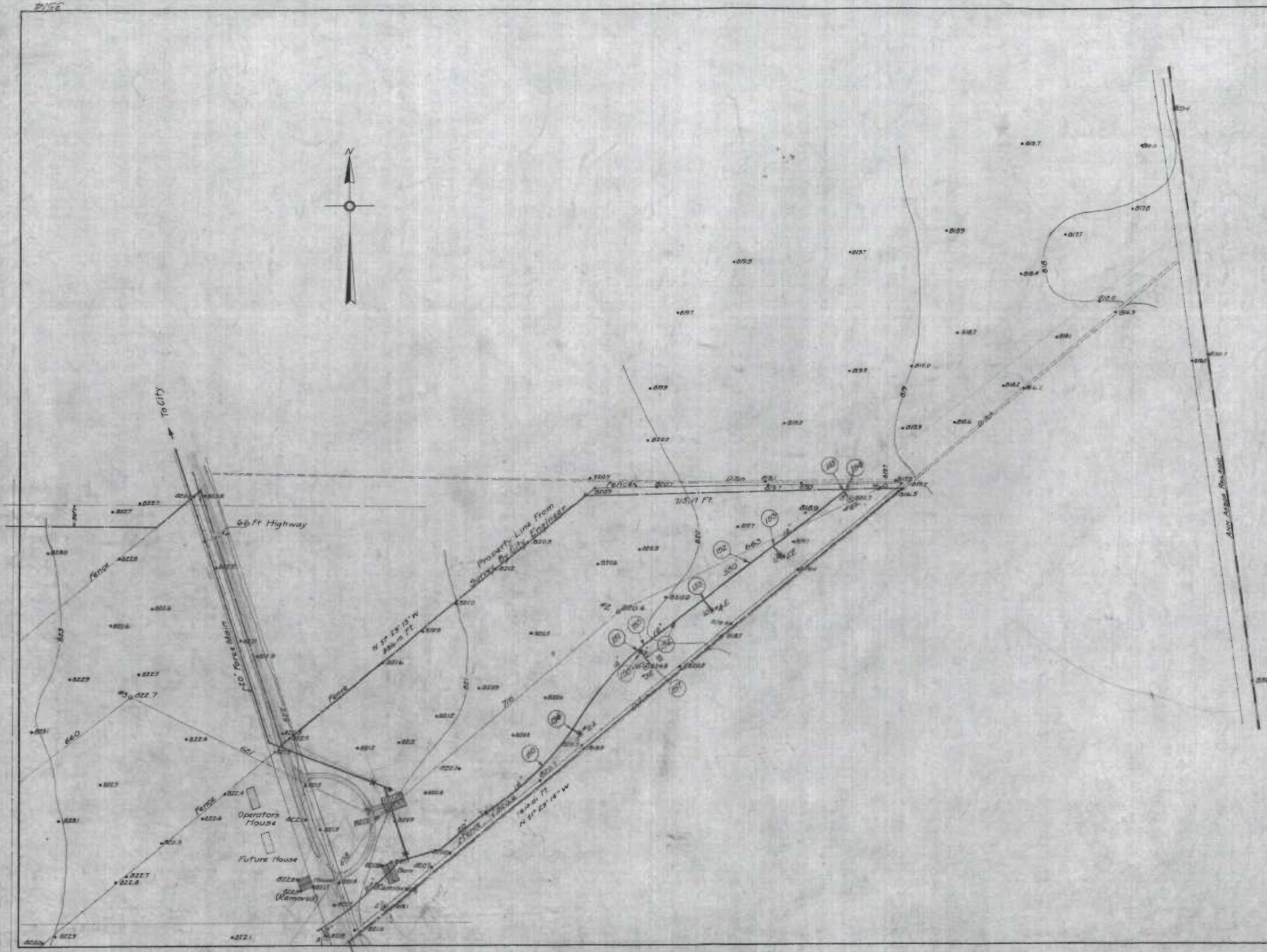
VALVE NUMBER	SIZE IN INCHES	DIRECTION TO OPEN	LOCATION ON
1	16	RIGHT	FORCE MAIN
2	16	RIGHT	"
3	6	RIGHT	6\"/>

AIR LINE IN TRENCH WITH SUCTION MAIN.
 AIR VALVES, ELBOWS, AND TEES LOCATED ON THE SUCTION MAIN.
 SUCTION LINE 24\"/>

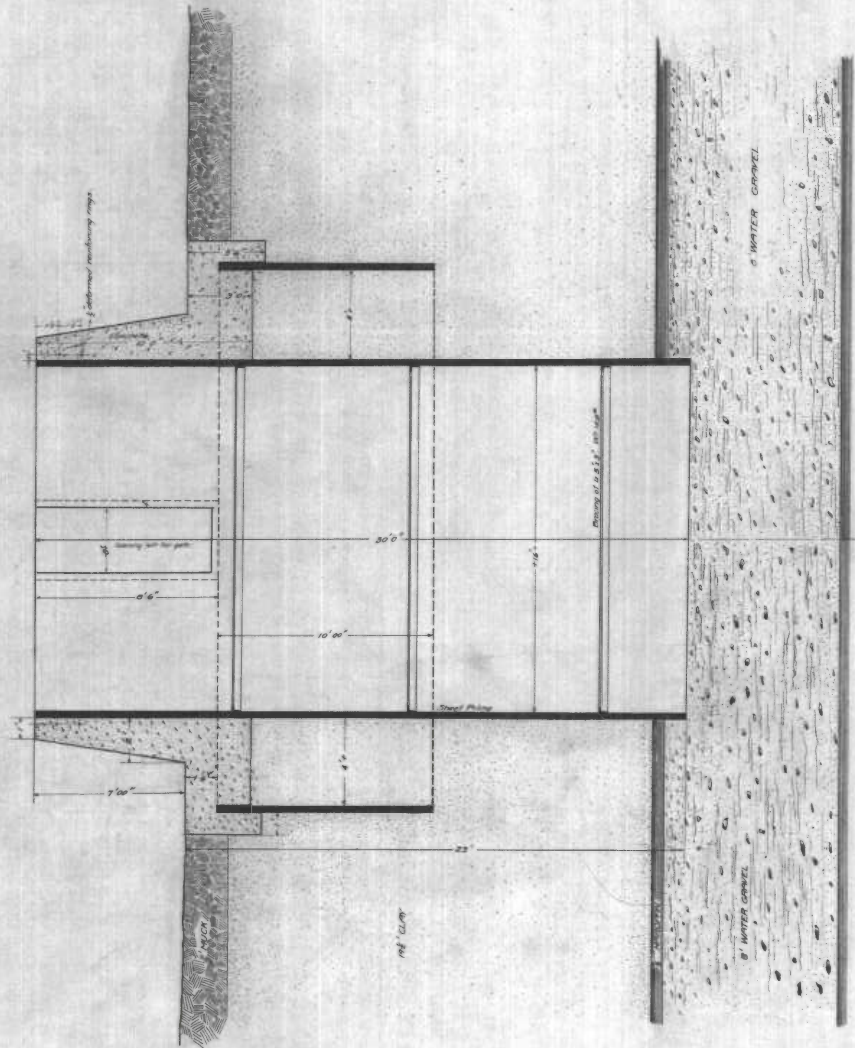
ANN ARBOR WATER WORKS DEPT.
 #3 PUMPING STATION
 VALVE AND PIPE LOCATION
 HOLLAND ACKERMAN & HOLLAND
 CONSULTING ENGINEERS
 ANN ARBOR, MICHIGAN
 CHICAGO, ILL. JULY 1919.
 SCALE 1/4\"/>

3545-2

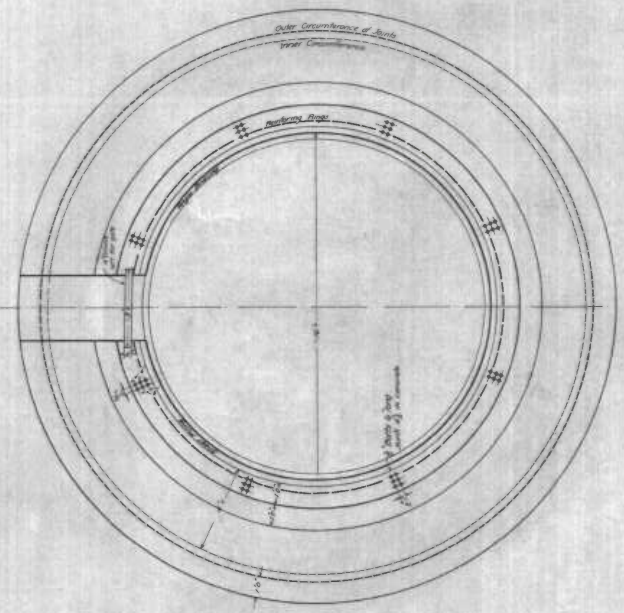
3514
W.B.
S.H.
6/16
Station 1500
1500
1500



ANN ARBOR WATER WORKS DEPT.
TOPOGRAPHIC MAP
PART OF SECTIONS 16 & 17
PITTSFIELD TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
HOLLAND ACKERMAN & HOLLAND
CONSULTING ENGINEERS
ANN ARBOR CHICAGO
Scale: 1 in = 100 ft. July 1918.



VERTICAL SECTION



HORIZONTAL SECTION

<p>INDEX No 543 SHELF No 7 SIZE C SUB No. 4</p> <p>Drawn by SHANNON Traced by SHANNON Checked by W.D.</p>	<p>CITY ENGINEER'S OFFICE ANN ARBOR, MICH. VERTICAL AND HORIZONTAL SECTION OF 16 FT. WELL SHAFT. TO BE CONSTRUCTED AT "THE STEERE FARM" PITTSFIELD TOWNSHIP, WASHTENAW CO., MICH. Plumber: Gaspard, City Eng. 314-11-24</p> <p>Scale 3" = 8' One Sheet</p>
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Sheet #1.

Well 3E



Approximate Well Locations – East of State Street



Approximate Well Locations – East of State Street



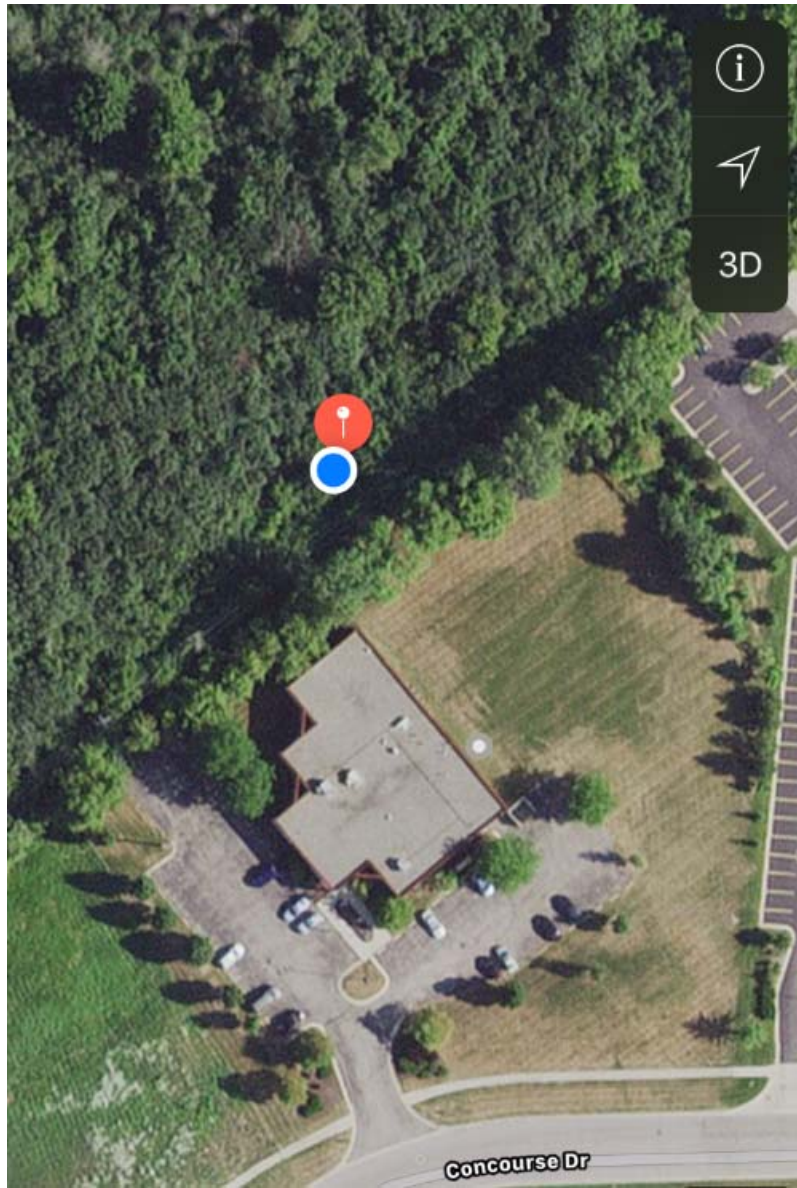
Well 2E Shutoff Valve



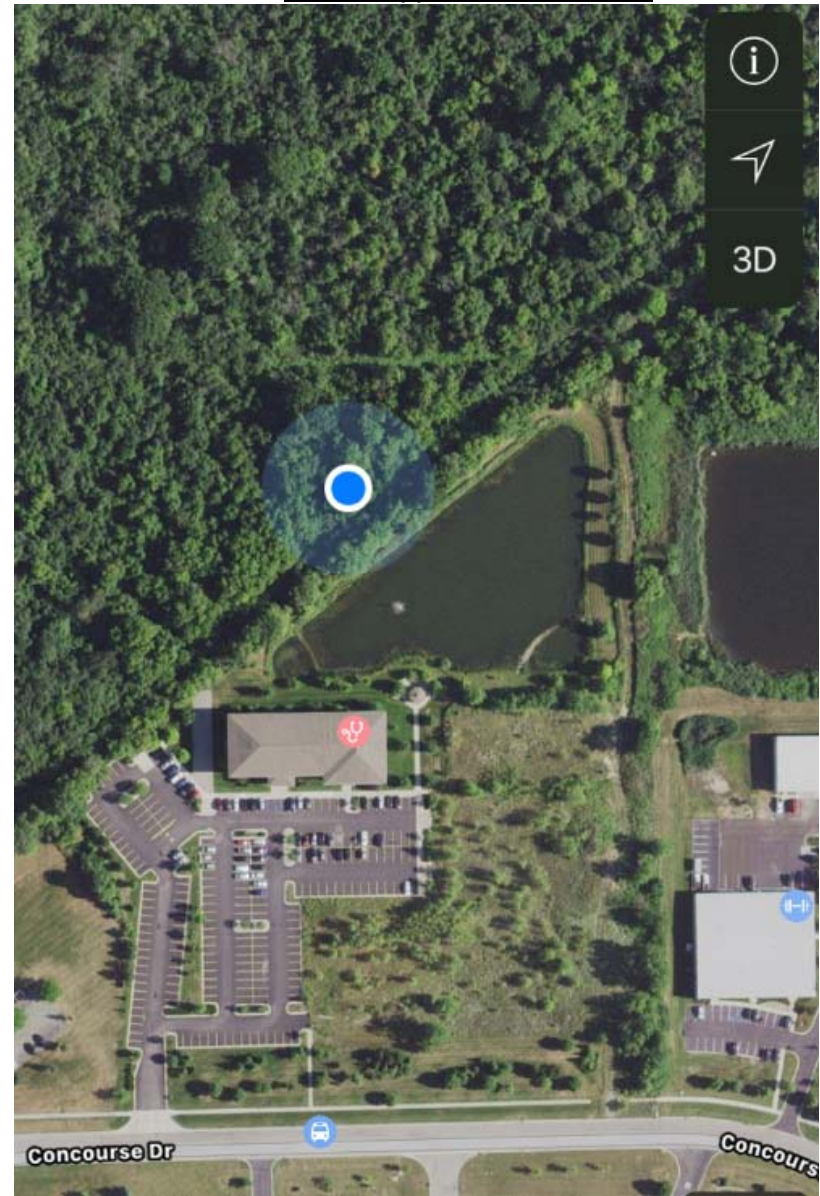
Well 5E Shutoff Valve



Well 2E Approximate Location



Well 5E Approximate Location





Water Well And Pump Record



Completion is required under authority of Part 127 Act 368 PA 1978.

Failure to comply is a misdemeanor.

Import ID: 81737617006

Tax No: 811217400002	Permit No:	County: Washtenaw		Township: Pittsfield	
Well ID: 81000006781		Town/Range: 03S 06E	Section: 17	Well Status: Active	WSSN: 220
		Source ID/Well No: #74-2			
Elevation: 825 ft.		Distance and Direction from Road Intersection: 1670' W OF STATE RD, 2800' S OF ELLSWORTH RD.			
Latitude: 42.2211308729		Well Owner: CITY OF ANN ARBOR			
Longitude: -83.7447050773		Well Address: ANN ARBOR WELL #74-2 ANN ARBOR, MI 48108		Owner Address: CITY ADMINISTRATOR ANN ARBOR, MI 48108	
Method of Collection: Interpolation-Map					

Drilling Method: Rotary	Well Use: Type I public	Pump Installed: No
Well Depth: 77.00 ft.	Date Completed: 11/14/1974	Pressure Tank Installed: No
Well Type: Replacement	Height:	Pressure Relief Valve Installed: No
Casing Type: Unknown		
Casing Joint: Welded		
Casing Fitting: None		
Diameter: 30.00 in. to 38.00 ft. depth 18.00 in. to 32.00 ft. depth		
Borehole:		

Static Water Level: 10.00 ft. Below Grade	Well Yield Test: Pumping level 23.00 ft. after 2.00 hrs. at 1800 GPM	Yield Test Method: Unknown	Formation Description	Thickness	Depth to Bottom
			Muck	3.00	3.00
Screen Installed: Yes Filter Packed: No Screen Diameter: 18.00 in. Blank: 0.00 ft. Above Screen Material Type: Unknown Slot Length Set Between: 26.00 ft. Fittings: Unknown Well Grouted: Yes Grouting Method: Unknown Grouting Material: Neat cement Bags: 0.00 Additives: None Depth: 0.00 ft. to 0.00 ft.			Clay & Boulders Sandy	9.00	12.00
			Clay & Gravel Sandy W/Boulders	23.00	35.00
			Gravel & Sand Fine	24.00	59.00
			Sand Fine	3.00	62.00
			Gravel & Sand Coarse	15.00	77.00

Wellhead Completion: 12 inches above grade	Geology Remarks:

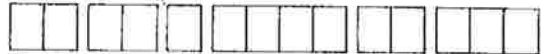
Nearest Source of Possible Contamination:	Drilling Machine Operator Name:
Type: Unknown	Employment: Unknown
Distance: 0 ft.	Direction:
	Contractor Type: Unknown
	Reg No:

Abandoned Well Plugged: No	Business Name:
Reason Not Plugged:	Business Address:

Water Well Contractor's Certification	
This well was drilled under my supervision and this report is true to the best of my knowledge and belief.	
Signature of Registered Contractor	Date

General Remarks: GAUZE = 130, SCREEN FITTINGS = WELDED BOULDERS AND HARDPAN AT 7'

Other Remarks:



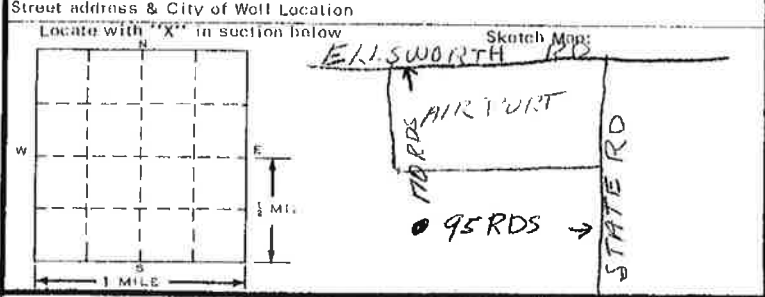
WATER WELL RECORD
ACT 294 PA 1965

MICHIGAN DEPARTMENT
OF
PUBLIC HEALTH

LOCATION OF WELL

County Washtenaw	Township Name Pittsfield	Fraction NE 1/4 NE 1/4 NE 1/4	Section Number 17	Town Number T3S N/S.	Range Number R 6 E/W.
----------------------------	------------------------------------	-----------------------------------------	-----------------------------	--------------------------------	---------------------------------

Distance And Direction from Road Intersections (1577)
05 rods west of State Road -170 rods south of Ellsworth Road.



3 OWNER OF WELL:
Address
**City of Ann Arbor
City Administrator
Ann Arbor, Michigan**

4 WELL DEPTH: (completed) Date of Completion
77 ft. **11-14-74**

5 Cable tool Rotary Driven Dug
 Hollow rod Jetted Borod

6 USE: Domestic Public Supply Industry
 Irrigation Air Conditioning Commercial
 Test Well

7 CASING: Threaded Welded Height: Above/Below Surface _____ ft.
Diam. _____ Weight _____ lbs./ft.
30 in. to 38 ft. Depth
18 in. to 32 ft. Depth Drive Shoe? Yes No

2 FORMATION	THICKNESS OF STRATUM	DEPTH TO BOTTOM OF STRATUM
Muck	0'	3'
Sandy clay & boulders	3'	12'
Sandy clay gravel & boulders	12'	35'
Fine gravel & sand	35'	59'
Fine sand	59'	62'
Coarse gravel & sand	62'	77'
Boulders & hardpan	77'	

8 SCREEN:
Type: **Stainless Steel** Dia.: **18"**
Slot/Gauze **130** Length **26' 1 1/2"**
Set between _____ ft. and _____ ft.
Fittings: **Welded**

9 STATIC WATER LEVEL
10' 1" ft. below land surface

10 PUMPING LEVEL below land surface
22' 7" ft. after **2** hrs. pumping **1800** g.p.m.
_____ ft. after _____ hrs. pumping _____ g.p.m.

11 WATER QUALITY in Parts Per Million:
Iron (Fe) _____ Chlorides (Cl) _____
Hardness _____ Other _____

12 WELL HEAD COMPLETION: In Approved Pit
 Pitless Adapter 12" Above Grade

13 Well Grouted? Yes No
 Neat Cement Bentonite
Depth: From _____ ft. to _____ ft.

14 Nearest Source of possible contamination
_____ feet _____ Direction _____ Type
Well disinfected upon completion Yes No

15 PUMP: Not installed
Manufacturer's Name _____
Model Number _____ HP _____ Volts _____
Length of Drop Pipe _____ ft. capacity _____ G.P.M.
Type: Submersible Jet Reciprocating

16 Remarks, elevation, source of data, etc.
USE A 2ND SHEET IF NEEDED

***CORRECTED BY**
****ADDITION BY**
ELEVATION
DEPTH TO ROCK

17 WATER WELL CONTRACTOR'S CERTIFICATION:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Dunbar Drilling Inc. **0163**
REGISTERED BUSINESS NAME REGISTRATION NO.

Address **307 Broadway, Swanton, Ohio 43558**

Signed _____ Date **12-31-74**
AUTHORIZED REPRESENTATIVE

To: LANSING
 Attn: E. STAHL
 From: GERRY BURROWS
 Office: Lansing
 Date: 3-19-87

!!!ONLY COPY!!!

SUBJECT

CITY OF ANN ARBOR WELL # 742
 AIRPORT WELL SITE

LOG OF VIDEO TAPE TAKEN 3-18-87 & NOTES
 LOG NUMBER FROM RUN NO. ON VIDEO MONITOR

COUNTER	COMMENT
0000	TOP OF FOUNDATION -- REFERENCE FOR MEASUREMENTS
0026	SWL AT 5'-4"
0027-0057	INSIDE 30" CASING
0057	TOP OF 18" BLANK AT 15.9'
0057-0109	FIRST JOINT OF 18" BLANK CASING
0110	FIRST WELD JOINT-28.18'
0128	REVERSE TP 28.18' SECOND LOOK
0129-0212	MOVING DOWN TO TOP OF SCREEN AT 48.2'
0213	TOP OF WW STAINLESS SCREEN AT 48.4'
0227	FIRST SECTION OF SCREEN -- APPEARS TO BE JOHNSON TYPE -- NARROW BARS COULD BE AS SUPPLIED BY PIPE SUPPLY CO.-- WIRE WOUND TYPE REPORTS INDICATE OPENING TO BE .130
0228-0303	MOVING DOWN THROUGH FIRST 15' SECTION OF SCREEN ONE PIECE - CONTINUOUS - SCREEN APPEARS TO BE CLEAN - NO MAJOR SLOT OBSTRUCTIONS
0304	WELD SCREEN JOINT AT 62'-- APPEARS NORMAL
0305-0344	SOME SILICA GRAVEL PACK MATERIAL IN SCREEN SLOTS
0345-0430	VARIED SILICA GRAVEL PARTIALLY PROTURDING INTO SCREEN AREA -- SCREEN APPEARS CLEAN - NO CONSTRUCTION PROBLEMS NOTED -- BARS STRAIGHT
0431-0441	SAME GENERAL CONDITIONS AS ABOVE - MORE GRAVEL PER SLOT IN THIS LOWER AREA
0442	WELL BOTTOM -- 73.7' FROM TOP OF FOUNDATION SOME SAND AND SILICA BUILDUP ON BOTTOM. LENGTH OF SCREEN AT THIS POINT 25.3' WELL MAY HAVE 6"-8" FILL BASED ON REPORTED SCREEN LENGTH + WELD FITTINGS
0443-0448	ON BOTTOM
0449	REVERSE OFF BOTTOM
0487	BACK ON BOTTOM
	NOTES ON REVERSE
0489	REVERSE OUT OF HOLE
0567	SCREEN JOINT AT 62'
0660	SILICA IN SLOTS
0718	CLEAR SLOTS
0773	WELD JOINT AT SCREEN TO 18" BLANK
0798	INSIDE 18" BLANK - NORMAL

0822 SLIGHT SCALE IN 18" CASING
0856 NORMAL CASING VIEW
0920 CASING BLANK JOINT AT 28.15'
0974 TOP OF 18" CASING BLANK 15.9'

RUN #3

0994 TOP OF BLANK AT 15.9'
1097 WELD JOINT AT 28.15 '
1318-1354 SCREEN WELD JOINT-62.0'

SLOW SCAN

1400-1460 STOP
1483 SILICA IN SCREEN SLOTS
1547 SILICA IN SCREEN SLOTS EST. 20%
1581 SCREEN JOINT AT 62'
1671 START SILICA IN JOINTS AT 25-40%
1695 OPEN SCREEN SLOTS
1744 VIEW OF BOTTOM
SAND PILE AT 7:00
1780 END OF RUN -- END OF TAPE - REST BLANK

INTER-OFFICE CORRESPONDENCE

TO: Wayne Abbott Jr. Supt. of Utilities

DATE: 1/22/60

FROM: Ernest C. Muckenstrum

REPLY:

SUBJECT: Paper given by E. Muckenstrum on reconditioning of Steere Farm wells at a meeting of Water Works Personnel for Southeast Michigan at Ann Arbor, on Wednesday March 20, 1957.

The Steere Farm wells are located about $2\frac{1}{2}$ Miles South of the City limits and border on South State Road. Five of these wells are West of South State Road and are located on the City Airport. Three are located East of State Road.

The Steere Farm well supply was developed in 1918 and have been in more or less continuous operation since. At that time it consisted of a series of driven wells, in a line spaced about two hundred feet apart.

Fourteen wells on the West side of South State Road, (5-8" & 9-12") Five wells on the East side of South State Road, (1-3" & 3-12") and one large open well Sixteen Ft in diameter.

These wells were connected to a single Manifold suction line. Two pumps were provided, acting as Auxiliary units. Each with a separate suction connected to the Main suction Manifold. Two vacuum pumps were provided with an air line connecting to the Manifold at various points. The well casings were wrought iron pipe, with $\frac{1}{4}$ " holes, drilled 2" centers, to act as screens. All wells were provided with 6" drop pipes, and a yield obtained of about $3\frac{1}{2}$ M.G.A.D.

In 1945 it was evident that the quantity of water available in this field was slowly diminishing, due perhaps more to the condition of it's wells than to the capacity of the field itself. After some preliminary study it appeared necessary to investigate the physical condition of these wells. Certain casings were pulled to determine conditions, and the casings on 8W was pulled. (8th well on the West side of South State Rd.) In this operation only a part of the screen was recovered and the portion withdrawn was badly corroded. The indications were that the metal had been eaten away by the action of the chemicals in the water and the thin edges of the openings were polished smooth, presumably by the abrasive action of the churning of the sand in the well.

A test well was driven at this location and samples of material showed excellent sand and gravel. Samples were then sent to Edward E Johnson Inc. A 15' Bronze screen was ordered consisting of 5'- #62.5 Slot x 5'- #125 Slot 5'- #187.5 Slot. The total depth of the well being 53'. Upon completion, a pumping test showed a delivery of 800 Gal Per Min, with a drawdown of only 6'.

INTER OFFICE CORRESPONDENCE

TO:
FROM:
SUBJECT:

DATE:
REPLY:

Successives test drillings along the Suction Manifold followed. The following wells were developed.

2-W-	20'	- #40	- 10"	Screen	Depth of well	56'
4-W-	15'	- #60	- 8"	"	" " "	45'
6-W-	8'	- #50	4' - #100-12"	Screen	" " "	50'
8-W-	5'	- #62.5	5' - #125	5' - 127.5-12"	Screen	53'
					Depth of well	
11-W-	15'	- #80	- 12"	Screen	" " "	55'
2-E-	10'	- #80	- 10"	"	" " "	32'
5-E-	11'	- #125-	10"	"	" " "	30'

Wells # 6-W, 8-W and 11-W, were provided with 6" drop pipes. No drop pipes were installed in the other wells. All wells were connected to the Suction Header and our pumps were again operating with good efficiency.

Due to the rapid growth in population and increased water consumption it was decided to increase the out put from this station to a maximum of 5.0 M.G.A.D., for a period of 60 to 90 days during the summer months. To offset the high temperature of the water from the Huron River and also to boost the supply if needed. Due to the design of the head of the pumps, it was necessary to construct a booster station near the Montgomery Ave Pumping Station, where the two raw water lines joined, to lower the discharge head at Steere Farm and to boost the extra amount of water to the Softening Plant. This Booster Station was built and put into service in July, 1951. With this setup we were able to pump about 4.8 M.G.A.D. from Steere Farm Station.

We Continued operation of the Booster Station at intervals during the summer of 1952 & 1953, with a slight drop in output. By 1954 a very sharp drop in delivery started taking place, it was necessary to throttle the discharge of the Booster Pump to the point where it no longer provided much increase in the amount of pumpage from the Steere Farm. After much discussion with Mr. Caswell and our consulting Engineers, it was of the opinion that we were withdrawing water from this field at a faster rate than could be recharged.

During the summer of 1955, we were unable to operate the Booster Pump except for a few hours. The vacuum on the suction line at the Steere Farm was gradually increasing even with reduced output. Again after much speculation it was thought that due to the lowering of the ground water levels in many areas and the decreased amount of rainfall plus the age and condition of the Suction Header that we were getting about all of the water from these wells that we could expect.

INTER-OFFICE CORRESPONDENCE

TO:
FROM:
SUBJECT:

DATE:

REPLY:

During 1956 our vacuum increased and our output decreased to only about 50% of the amount of water available when these wells were first put into service. Mr. Caswell then pointed out to the Engineers that something must be done. If this field is depleted Abandon it, if it can be brought back to production Develop it.

Several tests were made on the condition of the Suction Header and although it showed considerable loss of head, due to age and tuberculation this was not the contributing factor. The ground water levels were studied and checked and although they were about 2' lower than normal, this could not account for the drop off, we were experiencing. It was then decided to open the wells and pump test them. The recovery rate was very slow, indicating that the water was not entering the screens as it should.

The services of Dunbar Drilling Co. Were engaged to recondition these wells. We Selected 8-W, for our starting operations. By doing so we could use 6-W & 11-W, for pilot wells and observation points. After setting up his rig at 8-W, the well driller checked the interior of the screen for sand and found none. The well was then pumped at the rate of 200 G.P.M. with a draw-down of 9.0'. Slow surging for 30 minutes and then bailing resulted in some clay and large pieces of scale. This procedure was carried on for 8hr's. The well was again checked at 200 G.P.M. The same rate as previous tested, the drawdown was only 6", improving the well by 8½' of drawdown. 1004

Although some improvement was noted, it would be necessary to Acid treat the screen and the surrounding gravel formations, to destroy the Calcium Carbonates, which have been deposited on the screen openings, also causing a cementing of the gravel and sand around the screen.

These Carbonates are normally held in solution by the Carbon Dioxide dissolved in the water. When water passes through the screen at a high velocity there is a lowering of pressure allowing a portion of the Co2 dissolved in the water to be liberated. This causes a change in the Bicarbonates in the water and deposits the less soluble carbonates, not only on the surface of the screen but also in the interstices of the surrounding gravel.

500 Gal of inhibited 28% acid sp.gr. 1.14; was used. Pumped through a 2" pipe the full length of the screen. Considerable reaction took place around the Packer and Well Vault, about 4hrs, was consumed in pumping the acid into the well. Acid was then permitted to remain in the well over night.

INTER-OFFICE CORRESPONDENCE

TO:
FROM:
SUBJECT:

DATE:
REPLY:

Surging and bailing was then continued and a considerable amount of fine sand that had been loosened by the acid was removed. This procedure continued until no more sand could be bailed from the well.

A turbine test pump was then placed on the well and discharge measured by a Pitot tube. The well was then pumped at the rate of 760 G.P.M. for 20hrs. With a drawdown of 17', or 543 Gal per ft drawdown.

The pump was then removed and air development started and continued for an 8hr period. After which the well was pumped at the rate of 875 G.P.M. With a drawdown of 20ft. or 514 Gal per ft. of drawdown. Which indicates that fine sand has been drawn into the coarser gravel and nothing would be gained by using air on the remaining wells.

The remaining wells were given the same treatment as 8-W, with the exception of the amount of acid, which was reduced to 350 Gal per well. (No air development) All wells were brought back to their original yield.

We are now pumping at the rate of 1.35 M.G.A.D. with our small centrifugal pump, the vacuum has decreased from 14' of suction at the pump to 1.5', since the acid treating of these wells. Due to a broken well seal at 5-E, we are presently operating with this well out of service and we can expect still better results when it is put into service.

We have also acid treated the Montgomery well, but due to a broken pump column we have no data on the increase as yet. From the excellent results we obtained at Steere Farm, we can expect to look forward to a much greater yield from this well.

Montgomery Well

1000 Gal Acid used

3 Yds of fine sand removed after acid treating.

STEERE FARM PUMPING TEST

Engineer's Complete Report on Operations and Results

November 11, 1915.

To the Honorable Common Council, Ann Arbor, Michigan:

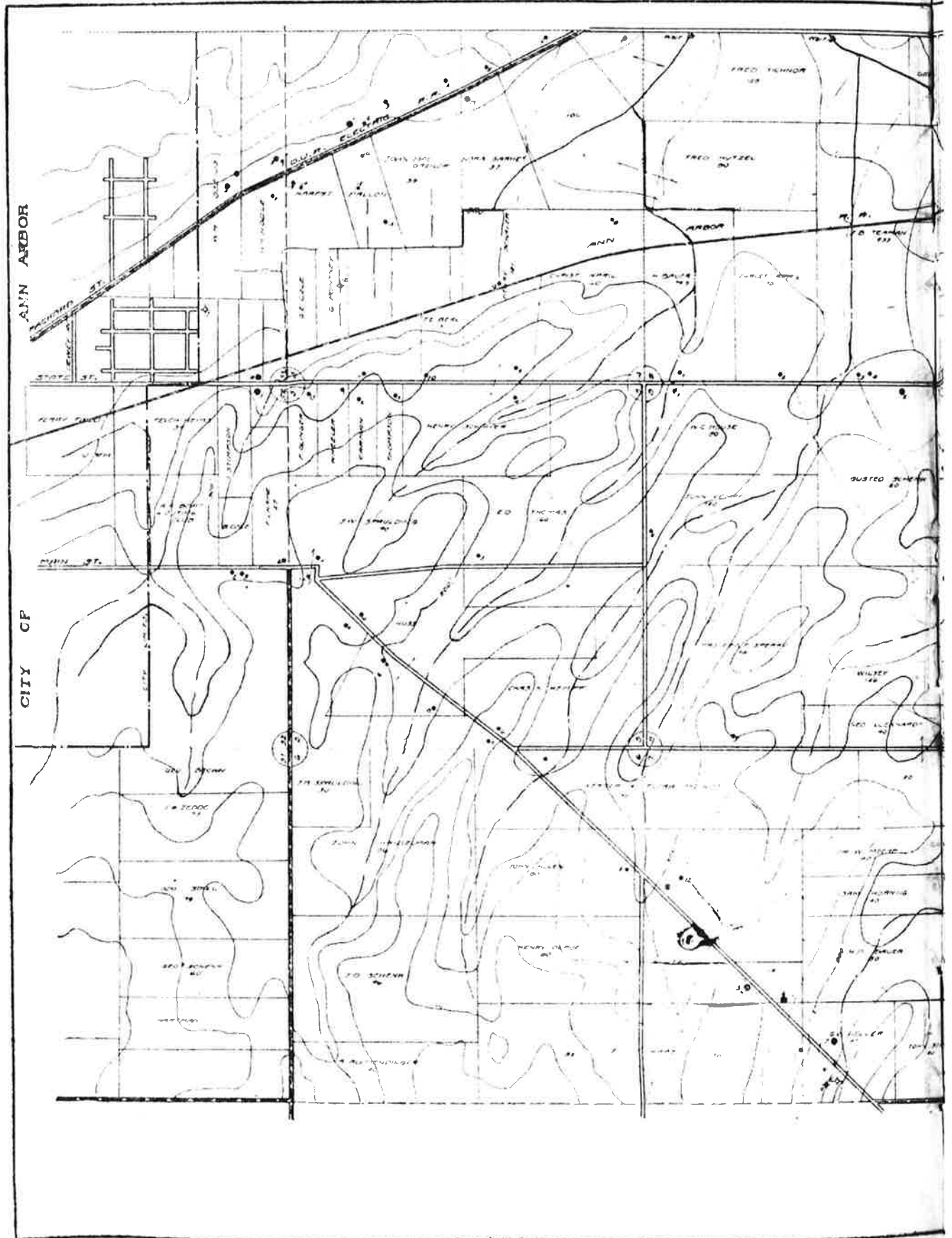
Sirs—I submit the following report of the work done at the Steere farm in accordance with your instruction of Feb. 1, 1915:

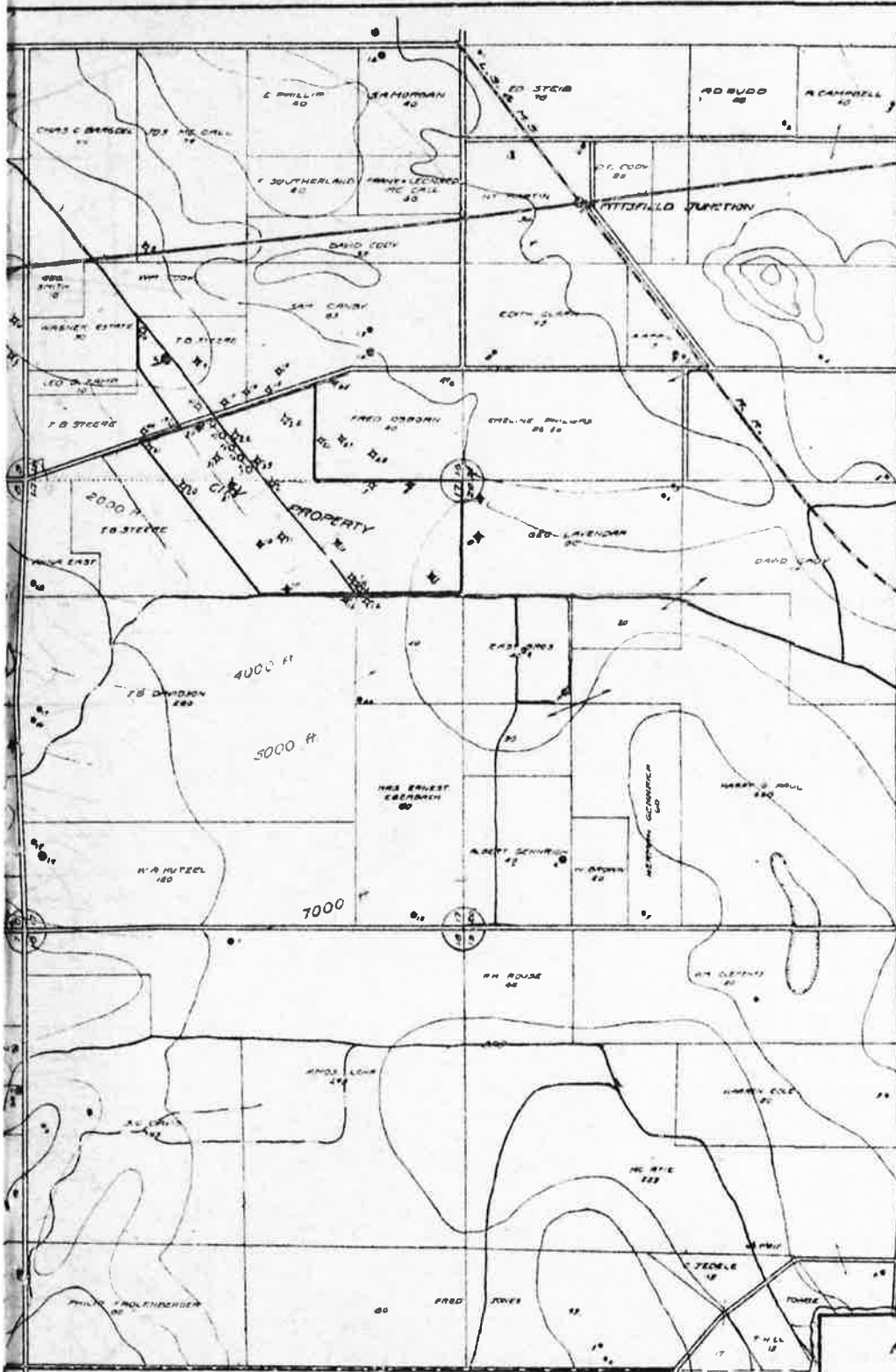
A well of sixteen (16) feet inside diameter was constructed at this location and pumping at a rate between three million and four million gallons per twenty-four hours continued practically continuously, twenty-four hours per day, for a period of forty-eight (48) days. The rate of pumping for the first eight of these forty-eight days was between three million gallons and three million four-hundred thousand gallons per day while the rate of pumping for the

last forty days was from three million seven hundred thousand gallons to four million gallons per day. During the entire test, the elevation of the water in the sixteen-foot well was always the same when the water was being pumped out at any given rate.

This test was made under adverse conditions, due to the settling of the sixteen-foot well, and following seasons that brought about the most unfavorable conditions of ground water flow.

Wells on other parts of the city's property and on adjoining and nearby farms were affected, due to this pumping of the large well, by a lowering of the water level varying from nothing to about four and one-half feet. Due to said pumping, however, the lowering of water in wells on

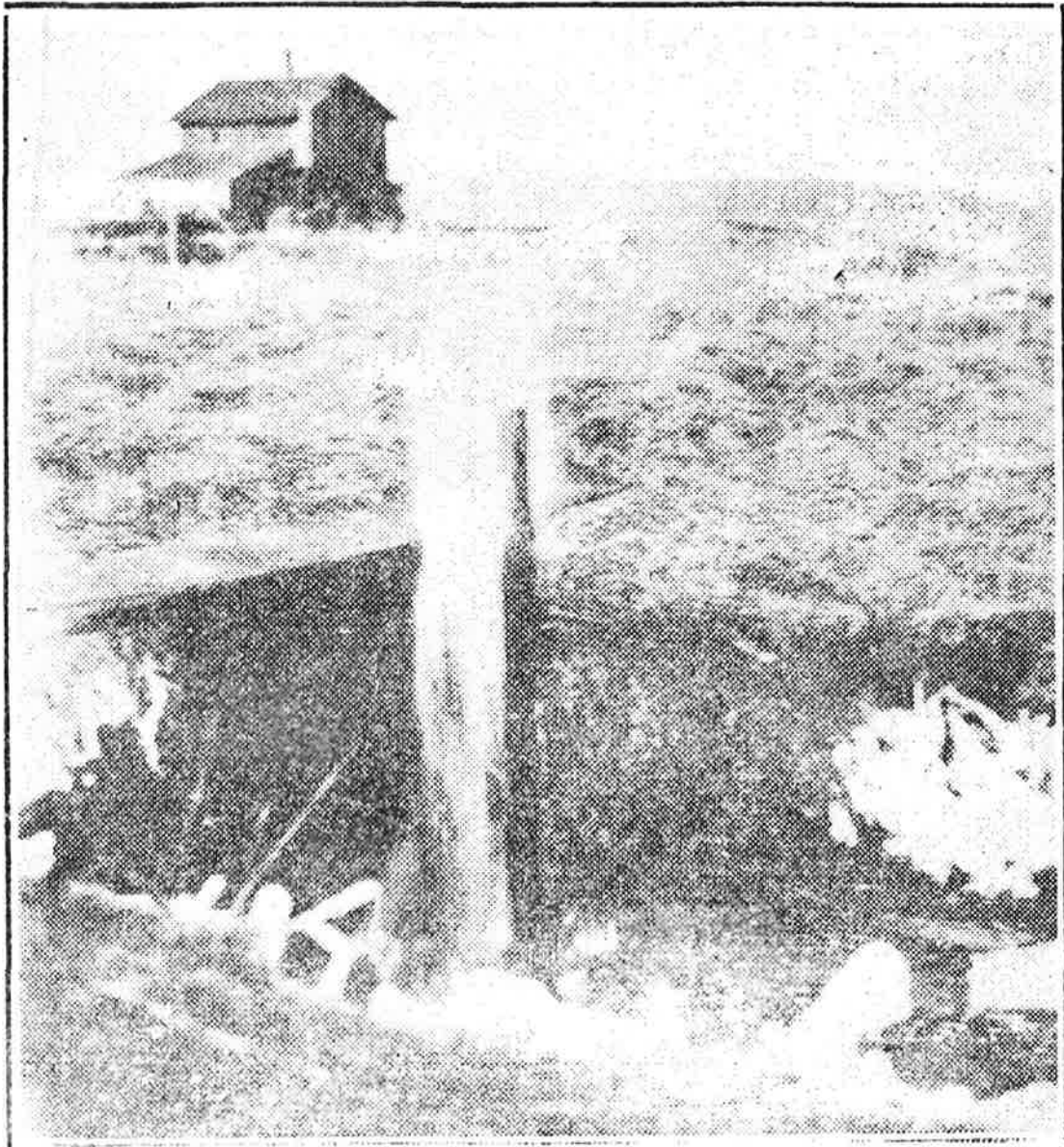




LEGEND	
SECTION LINE	---
TOWNSHIP LINE	---
CITY LIMIT	---
CITY PROPERTY	---
STREAMS	---
PERMANENT STREAMS	---
SPRINGS	---
FLOWING WELL	⊕
DUG WELL	⊙
DRIVEN WELL	⊖

INDEX No 567
 SHELF No. 7
 SIZE C
 SUB No. 13
 Drawn by J. S. ...
 Traced by S. A. ...
 Checked by V. R. E.

CITY ENGINEER'S OFFICE
ANN ARBOR, MICH.
 MAP OF
 THAT PART OF PITTSFIELD AND
 ANN ARBOR TOWNSHIPS
 INCLUDING
STEERE FARM VICINITY,
 NORTH TO CITY LIMITS
 Manley Oswood, City Engineer.
 1915-2-6
 One Sheet Scale: 1" = 800'



Flowing well after loosening gravel and sand at bottom of pipe. Before loosening same, the water just trickled over the top of this pipe.

property not belonging to the city of Ann Arbor in no case exceeded two feet.

All of the above is presented in detail and more fully explained in the following, which is

Very respectfully submitted,

MANLEY OSGOOD,

City Engineer.

Preliminary Work.

A map of the country south of the city of Ann Arbor, including some fourteen square miles with the Steere farm near the center, was prepared in my office and corrected by field observations. On this map were located all wells south of the city limits, the Packard street road and the South Main street or "Saline road"; to a distance one mile south of the southerly boundary of the city's property, two miles west of the westerly boundary of the city's property and one mile east of the South State street road which runs through the Steere farm. The observations were extended further to the north and west of the Steere farm than to the south and east of same because from previous records and the United States Geological Survey maps the direction of ground water flow in this territory had been determined to be approximately from northwest to southeast. This map is Plate 1 accompanying this report.

A system of levels was very carefully extended over the territory in which these wells had been located and the elevation recorded of some point at each well from which measurements were made down, or up in the case of flowing wells, to the elevation at which water stood. Underground water acts exactly as does water on the surface of the earth inasmuch as if in a standing pool it is at all points at the same elevation and if moving or flowing between the gravel particles the water level is higher at any one point than at a second point further down the stream. The elevations of the water in various wells throughout the district mapped were marked, on the map, and the underground water into which the city's wells are driven determined to be a broad stream of water actually flowing underground between the particles of gravel and sand in a direction from northwest to southeast. The elevations of water in wells located in this district were afterwards observed during and subsequent to the pumping test to see if

same were affected by the pumping.

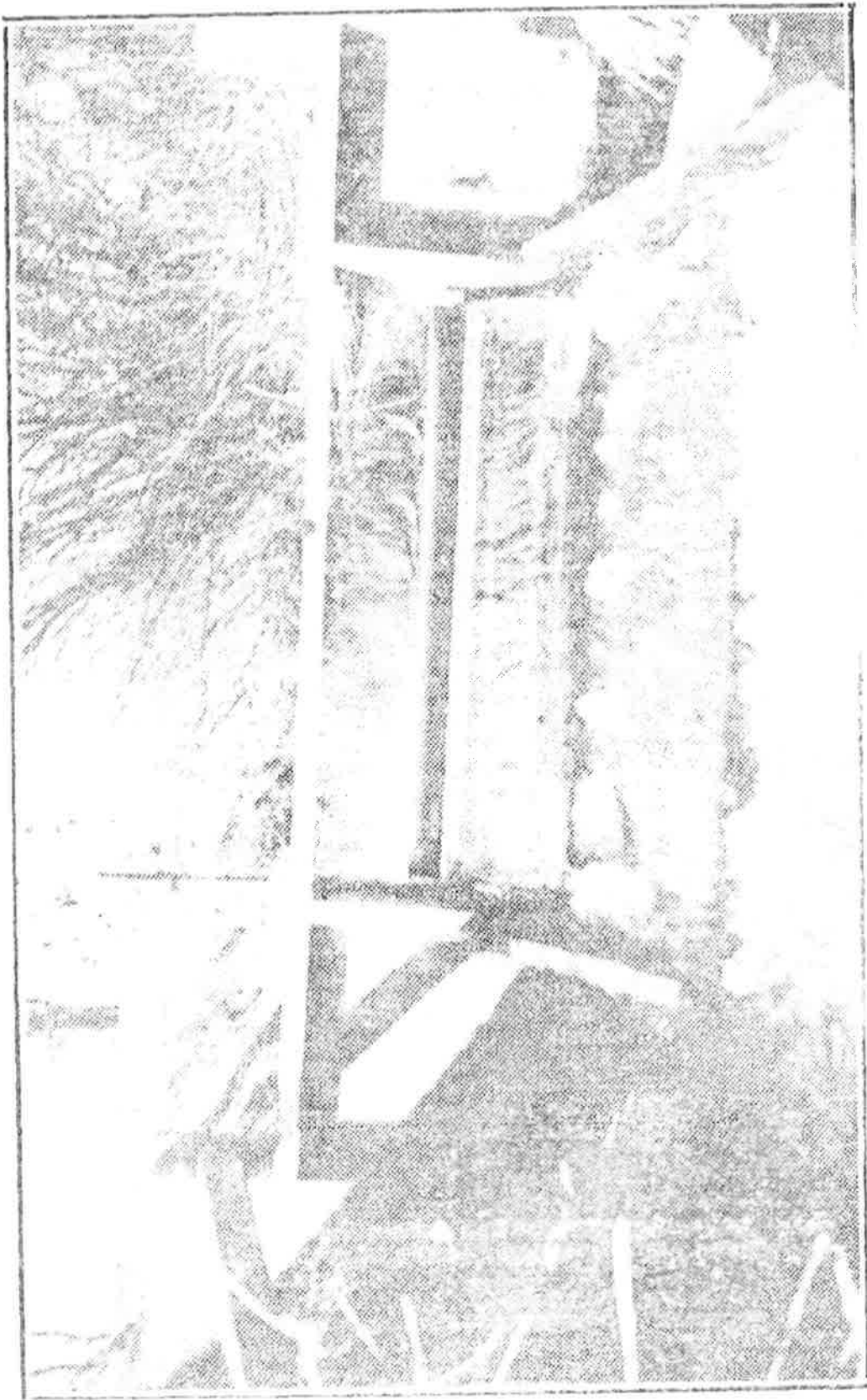
In the district of flowing wells, the discharge from a large number of wells was very materially increased, in some cases the increase in flow being several hundred percent, by cleaning the sand from the bottom of the pipes and loosening the gravel below same. This was done to insure the water rising to its static level rapidly enough to permit of correctly measuring the elevation of same.

With their source in this district of flowing wells, three small streams never go dry. In order that we might know the total amount of water thus discharged freely over the surface of the ground, measuring weirs were installed in each one of these three streams. At times when the ground was so frozen that there was no runoff from rain and snow and all water flowing in these streams or ditches could come only from an underground source which furnished water above the freezing temperature, the discharge from these three streams was measured and on only one occasion found to aggregate less than three million gallons per day. On that one occasion the aggregate discharge was two million three hundred thousand gallons per day.

Construction and Pumping at 16-Foot Well.

The construction of the 16-foot well at the Steere farm was actively started on March 20th and proceeded without any incident of note until on May 13th, the day on which the last of the adhering clay had been removed from the inside of the well. About 1:00 p. m. it was noticed that some settlement of the well curb had begun and by 1:20 p. m. so rapid had been this settlement that on the northeast side it had lowered about 20 inches and on the southwest side it had lowered about 12 or 15 inches.

The well curb and sheeting settled as a unit, seeming to sheer its way down through the supporting clay. No visible slip of earth occurred until the next day. Pumping was started shortly before 6:30 p. m. and the settlement increased again but slowed down as soon as the pumping was stopped. A couple of inches settlement was observed during the next few days, but none took place after the pumping test was started, and on the third day of July the total settlement was measured and found to be as follows:



Weir in ditch about one mile below discharge from sixteen-foot well.

North side3.17 feet
 South side2.95 feet
 East side3.58 feet
 West side2.60 feet

The unstable nature of the blue clay upon which the curb rested is thought to be the cause of this accident. The water gravel was reached on the 9th and the time from the 9th to the 13th was spent in removing the clay which adhered to the sheet piling. On the east side at the point where the suction pipe was to be placed the gravel was dredged out about a foot below the bottom of the sheeting, and from later measurements it appeared that the whole bottom had been lowered about four inches below the bottom of the sheet piling. The size of the clam shell used precluded any possibility of dredging to the exact grade which had been established as at the bottom of the sheeting. Some of the gravel from the outside probably ran into the well and the clay, being exposed to the water by breakage of the

hard pan and by water getting up between the clay and the sheeting, became plastic and the weight above fed it down into the water rushing into the well. This clay came in a finely divided condition, making the water very roily. The weakened clay column supporting the well stood until enough of it had been removed below so as to throw most of the load on the cohesive force of the clay at the surface of the cylinder enveloping the outer edge of the curb and the slip was the result.

The amount of clay removed by this method was considerable as may be seen on inspection of the ditch through which the water flowed from the well. The flume had to be frequently cleaned during the first of the pumping test because of the deposits from this source.

The water flowing from the well before pumping was measured by a weir in the ditch leading from the well. The following table was computed from the gauge readings:

Discharge of 16-foot Well Before Pumping.

Date.	Discharge in gal. per day	Remarks.
4-26-15	660,000	Water at elevation 818.6 in 16-foot well, the discharge from 12" pipe after section was removed.
4-27-15	660,000	
4-28-15	663,000	
5-6-15	599,000	Water in well at 819.3. Discharge from 12" pipe.
5-7-15	601,000	
5-8-15	604,000	
5-9-15	825,000	Water at elevation 819.0. Gravel reached.
5-10-15	845,000	
5-16-15	660,000	Largely leakage from around well.
5-18-15	657,000	

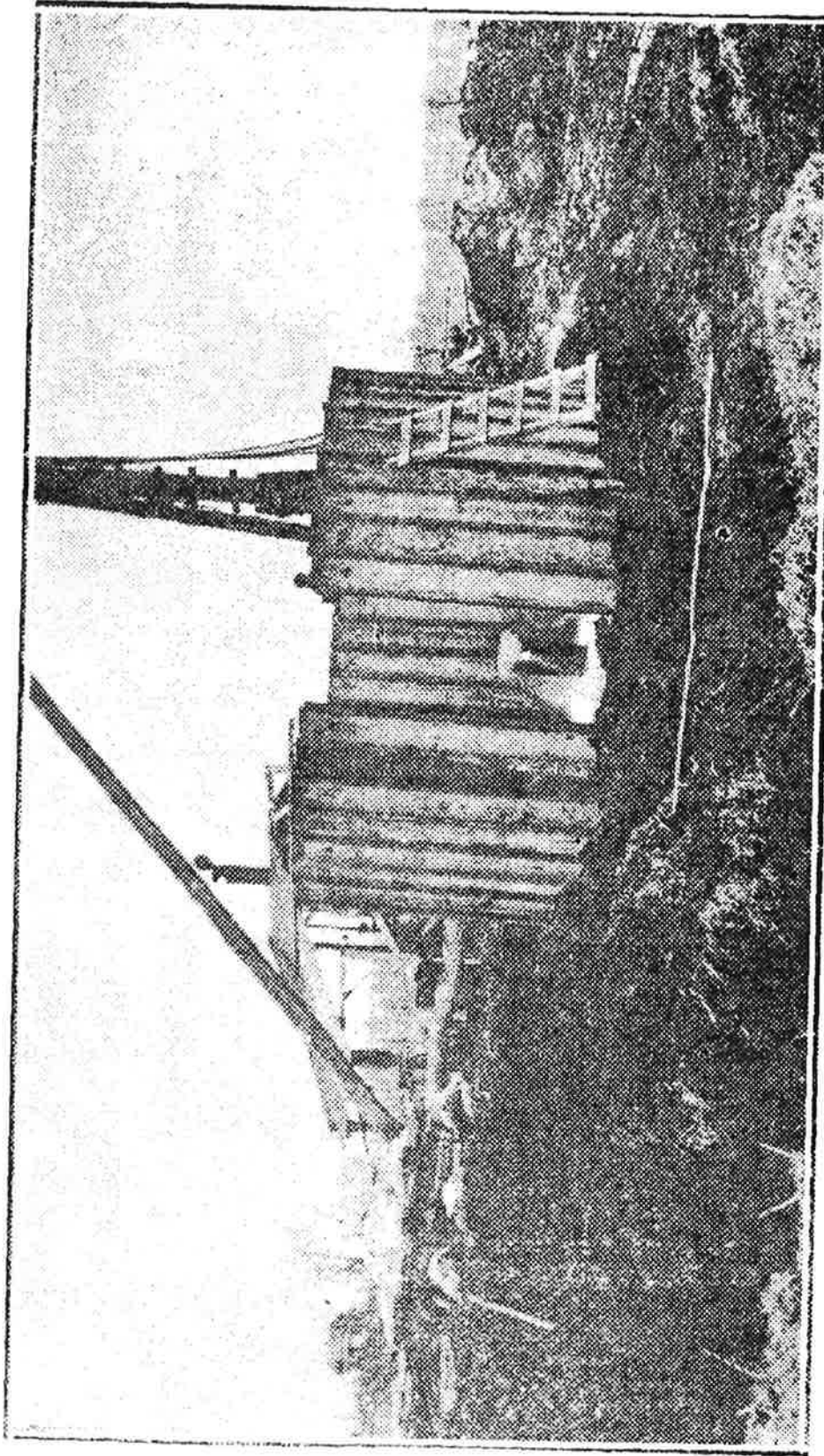
The pumping test was started at 10:30 a. m. on May 19th and continued until 4:30 p. m. on the 8th day of July. The pumping was continuous except for the stops listed below.

Time Lost During Pumping Test.

Date.	Duration.	Reason for stop.
5-19	0 h. 20 m.	Pump lost priming.
5-24	0 h. 20 m.	Packing glands of pump.
5-26	4 h. 43 m.	Placing gauges in well and flume.
5-27	1 h. 30 m.	Setting gauge and grinding valves.
6-9	4 h. 45 m.	Cooling water pump on engine broke. Had to go to
6-10	17 h. 45 m.	Monroe for new parts.
6-16	7 h. 00 m.	Putting on new cooling water case and grinding valves on engine.
6-24	8 h. 30 m.	Overhauling magneto on engine.

The total number of hours lost in the run of 1,206 hours was 44 hours and 53 minutes, or 3.72 percent of the time of the entire test.

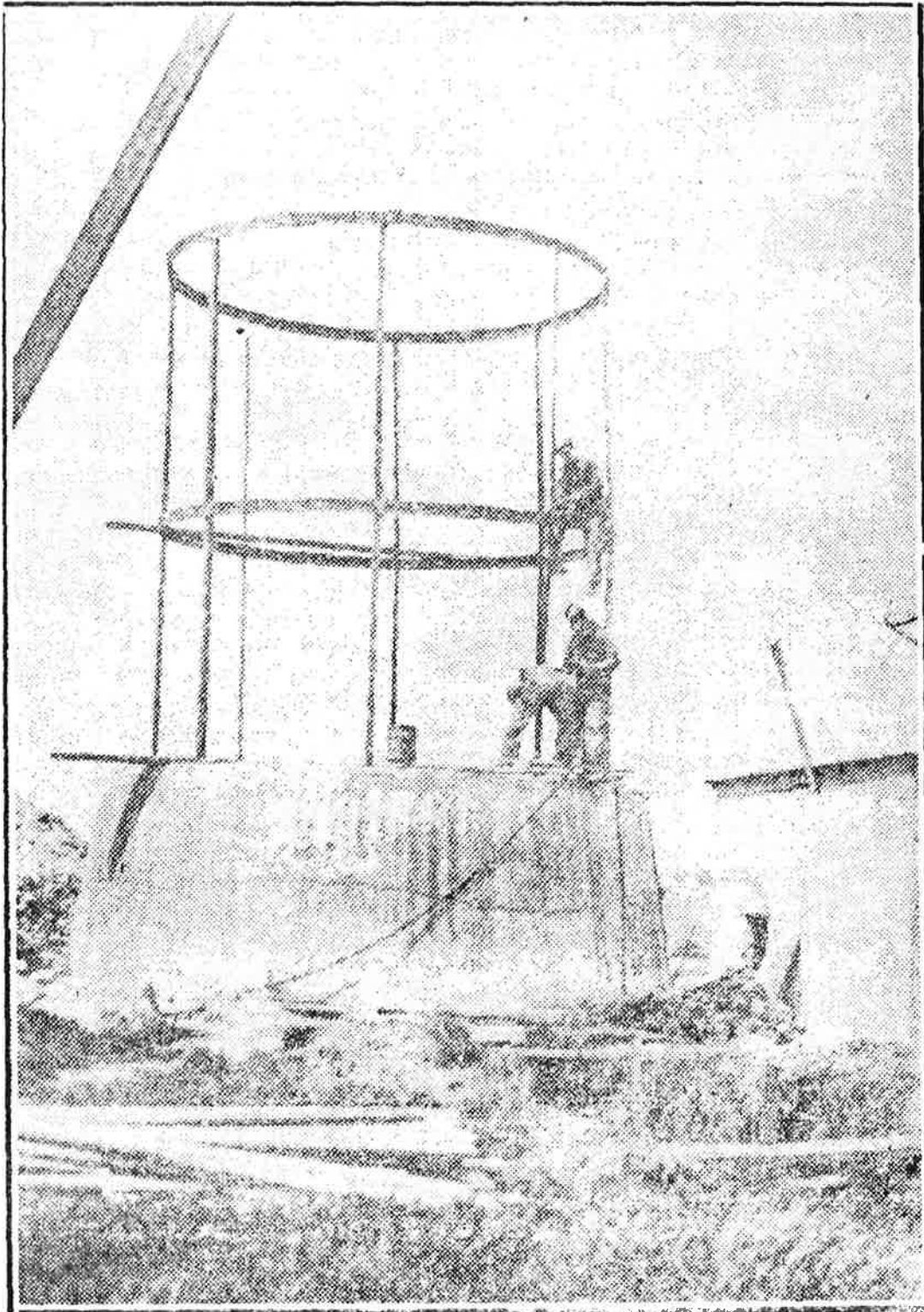
The daily discharges together with the level of the water in the well throughout the pumping are given in the following table:



Sixteen-foot well under construction. Steel sheet piling all driven and ready for concrete casing.



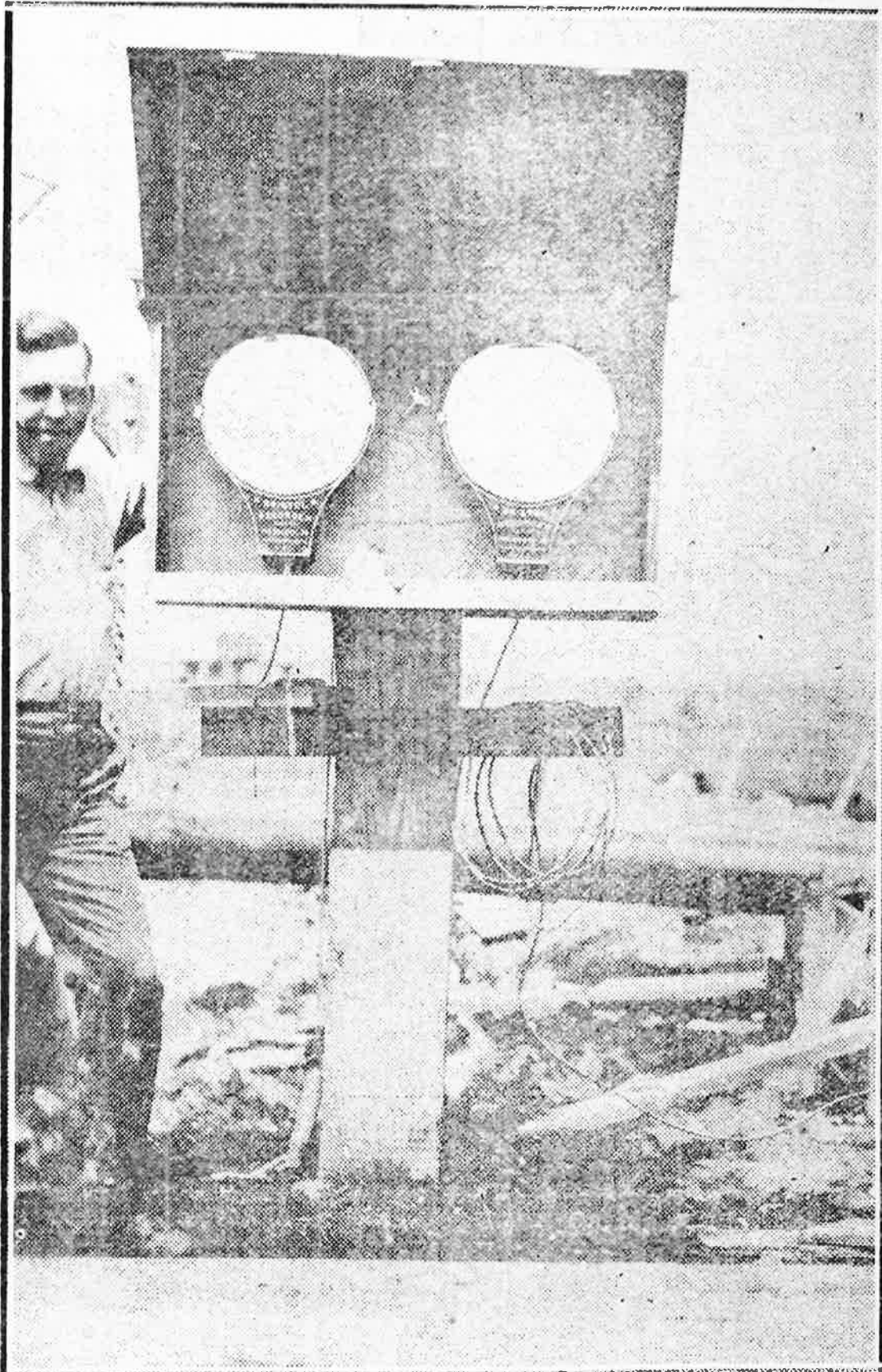
Sixteen foot well under construction. Excavating clay from inside of well casing. Concrete in place but forms not yet removed.



Sixteen-foot well under construction. Shows completed concrete ring and installation of angle iron bracing on inside of casing.

Record of Pumping 16-foot Well.

Date.	Time of pumping.		Actual amount pumped gallons.	Rate in gal. per day.	Average rate in gallons per hour.	Depth of water in well below average ground level about 16-ft. well.
	hrs.	min.				
5-19	12	10	1,502,600	3,000,000	125,000	
5-20	24	00	3,008,700	3,008,700	125,300	
5-21	24	00	3,372,000	3,372,000	140,500	
5-22	24	00	3,348,000	3,348,000	139,500	
5-23	24	00	3,333,000	3,333,000	139,000	
5-24	24	00	3,335,200	3,335,200	139,800	
5-25	24	00	3,305,000	3,305,000	137,700	
5-26	19	17	2,595,000	3,280,000	136,600	
5-27	22	30	3,449,300	3,680,000	153,300	
5-28	24	00	3,714,000	3,714,000	154,900	16.1'
5-29	24	00	3,646,500	3,646,500	152,000	16.9'
5-30	24	00	3,807,500	3,807,500	158,800	16.6'
5-31	24	00	3,835,500	3,835,500	159,500	18.9'
6-1	24	00	3,822,000	3,822,000	159,300	19.0'
6-2	24	00	3,791,000	3,791,000	158,000	19.1'
6-3	24	00	3,805,800	3,805,800	158,000	18.9'
6-4	24	00	3,803,500	3,803,500	158,900	19.0'
6-5	24	00	3,788,500	3,788,500	158,700	19.0'
6-6	24	00	3,765,300	3,765,300	157,100	19.0'
6-7	24	00	3,760,000	3,760,000	157,000	18.7'
6-8	24	00	3,744,400	3,744,400	157,200	18.9'
6-9	19	15	3,001,400	3,740,000	155,800	19.0'
6-10	6	15	1,062,000	4,070,000	169,700	18.8'
6-11	24	00	3,923,500	3,923,500	173,300	17.3'
6-12	24	00	3,843,500	3,843,500	163,800	18.7'
6-13	24	00	3,851,800	3,851,800	167,200	18.7'
6-14	24	00	3,766,300	3,766,300	167,500	19.1'
6-15	24	00	3,766,300	3,766,300	157,000	18.9'
6-15	24	00	3,834,300	3,834,300	157,000	18.9'
6-16	17	00	2,770,500	3,901,000	159,700	18.9'
6-17	24	00	3,890,000	3,890,000	162,600	18.5'
6-18	24	00	3,824,000	3,824,000	162,000	18.7'
6-19	24	00	3,799,900	3,799,900	159,400	18.8'
6-20	24	00	3,842,400	3,842,400	158,200	19.1'
6-21	24	00	3,786,500	3,786,500	160,000	19.1'
6-22	24	00	3,822,000	3,822,000	157,800	18.8'
6-22	24	00	3,822,000	3,822,000	159,200	18.8'
6-23	24	00	3,857,300	3,857,300	159,200	18.9'
6-23	24	00	3,857,300	3,857,300	160,700	18.9'
6-24	15	30	2,559,500	3,960,000	165,000	18.9'
6-25	24	00	3,908,900	3,908,900	165,000	17.3'
6-25	24	00	3,908,900	3,908,900	162,900	19.3'
6-26	24	00	3,764,700	3,764,700	157,000	19.3'
6-27	24	00	3,794,900	3,794,900	157,000	18.8'
6-28	24	00	3,780,700	3,780,700	158,100	19.0'
6-28	24	00	3,780,700	3,780,700	157,500	19.0'
6-29	24	00	3,783,200	3,783,200	157,600	18.9'
6-30	24	00	3,728,300	3,728,300	157,600	18.9'
7-1	24	00	3,689,400	3,689,400	155,400	19.0'
7-1	24	00	3,689,400	3,689,400	153,800	19.1'
7-2	24	00	3,706,800	3,706,800	154,400	19.1'
7-3	24	00	3,669,200	3,669,200	154,400	19.2'
7-3	24	00	3,669,200	3,669,200	153,000	18.9'
7-4	24	00	3,712,100	3,712,100	153,000	18.9'
7-4	24	00	3,712,100	3,712,100	154,500	19.1'
7-5	17	00	2,638,500	2,720,000	155,100	19.1'
7-5	7	00	873,000	2,990,000	155,100	19.3'
7-6	17	00	2,051,200	2,890,000	124,500	15.3'
7-6	7	00	738,000	2,530,000	120,300	14.2'
7-7	17	00	1,769,000	2,500,000	105,300	12.2'
7-7	7	00	585,100	2,005,000	104,100	11.7'
7-8	16	30	1,394,600	2,039,000	83,500	9.2'
7-8	16	30	1,394,600	2,039,000	84,500	8.5'



Shows two Bristol Recording Water Level Gauges installed at 16-foot well: one to record elevation of water in well and one to record depth of water over measuring weir.

In addition to the usual hand operated hook gauge installed for accurately measuring the depth of water over the weir, three automatic recording gauges were installed; two Bristol recording water level gauges, and one Stevens float gauge. One Bristol gauge with a range from 0 to 20 feet was used to record the elevation of water in the 16-foot well and one with a range from 0 to 12 inches was placed to record the fluctuation of water level over the measuring weir. The Stevens water level recorder was used to give a continuous record of the fluctuations of the water surface in the second eight-inch well, west of the State street road. Charts from all of these gauges are on file in my office.

Plate II gives a graphic record of the pumping rates and height of water in the well and a capacity curve taken from the record of the last week of pumping. The gauge recording the water level in the well was not installed until the 26th of May so there was no record of water level available before this date. It will be noticed from the curve of pumping rates that any increase in pumping rate causes a decrease of the depth of water in the well. That is, a definite amount of water was produced for a definite height of water surface in the well. The exceptions noted were caused by a cessation of pumping. When pumping was stopped the water level in the well and also in the water gravel would raise and some time was required to once more gain a stable condition. On the 29th of June clay was banked up on the outside of the well to shut off the leakage after pumping should be stopped. While doing this a large bucketfull (approximately one cubic yard, or a layer nearly two inches deep over the entire bottom of the well) was accidentally dropped into the well. This accounts for the decrease in both water height and pumping rate shown for the next few days. The well up to this time had shown very little variation of water level for the same amount of pumping, a rate of 3,791,500 gallons per day on the 2d of June drawing the water in the well 18.9 feet below the ground and a rate of 3,795,000 gallons per day on the 27th of June drawing the water in the well 19.0 feet below the ground.

During the pumping, the water level close on the outside of the well

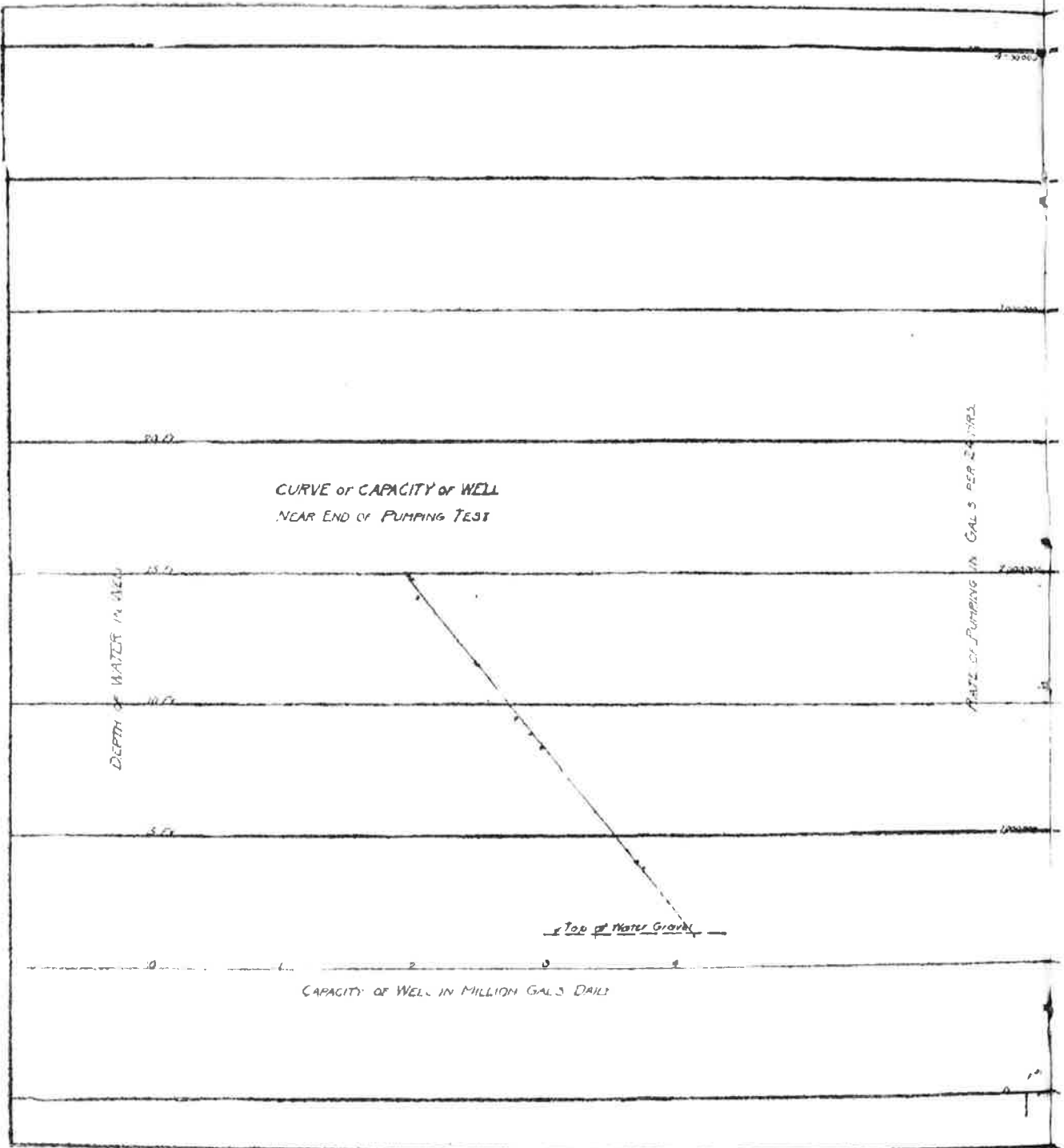
casing was approximately ten feet above the level of the water inside the well. This was clearly shown by continual leakage into the well between sections of the sheet piling at distances ten feet above the level of the water inside the well. This difference of water level inside and outside the well casing was caused by drawing so large a volume of water through the gravel in the restricted area underneath the sheet piling. The settling of this well casing from 2.6 to 3.6 feet left a cylindrical area, between the bottom of this sheeting and the hardpan underneath the water gravel, sixteen feet in diameter and only from 3.4 to 4.4 feet high. Between the gravel particles in this restricted area it was necessary to draw all of the water pumped from the well. The large amount of resistance to drawing so great an amount of water through so small an area caused the difference in water level inside and outside the well casing. The capacity curve shown on Plate II shows the height of the water **inside the well casing** for given pumping rates. This curve is, within the limits plotted, a straight line, and it seems reasonable to assume that for a short distance farther along the curve there is no deviation from this line. Producing the line to the elevation of the top of the water gravel we see that the well would at that elevation produce 4,150,000 gallons per day. To get 4,000,000 gallons per day the water level inside the well would be drawn down to about 2.25 feet above the water gravel or about 21.1 feet below the ground level.

The weir formerly placed in the ditch into which the pump was discharged was about one mile down the stream from the sixteen-foot well. Measurements taken at this weir during the pumping showed conclusively that all of the water pumped from the well passed this point.

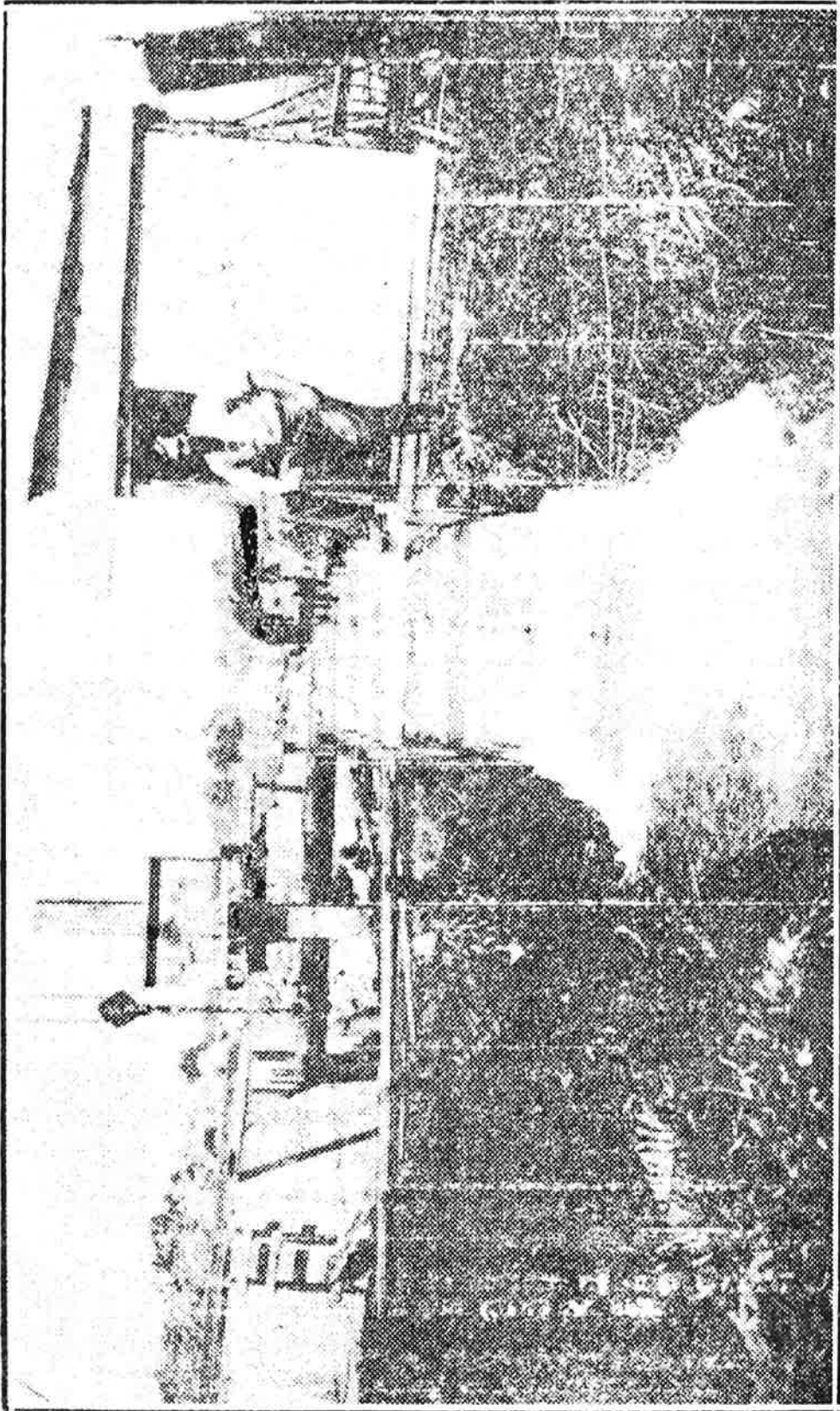
Effect of Pumping on Surrounding Wells.

Before taking up the important question of the effect of the pumping on the wells near the Steere farm, the effect of the seasonal fluctuations and rainfall on the groundwater level must be considered.

It has been observed by those who are familiar with underground waters that the rainfall during the year, in relation to its effect on the underground water level, should be divided into three periods: the storage pe-



Depth of water in well over bottom of well plotted above respective rate of pumping. Scale of depth given at left.



Pumping Test. Shows well after settlement, arrangement of pump and measuring apparatus, and discharge over four foot measuring weir.

riod, comprising the months of December, January, February, March, April and May; the growing period June, July and August; and the replenishing period, September, October, and November. This division of the year makes the water year begin in December and end in November.

During the storage period the rain and melted snow go to increase the amount of underground water during the time the ground is not frozen. When the ground is frozen the snow is either held on the surface or passes off as runoff in stream flow. There is little evaporation during this period.

The rainfall during the growing period gives very little to the ground-water owing to the big demand of the

growing crops and grass and the high percentage of evaporation. It has been found that grain crops will consume from ten to fifteen inches of water during the growing season, while grasses during the entire season will consume thirty or forty inches if they can get it.

The replenishing period, as its name indicates, is the time during which the ground water, depleted by the demands of the summer growing season, is replenished by the fall rains. The growing things demand relatively little now and the evaporation has also decreased.

The following table gives the rainfall in Ann Arbor in inches during each of the above named periods from the year 1900 to date:

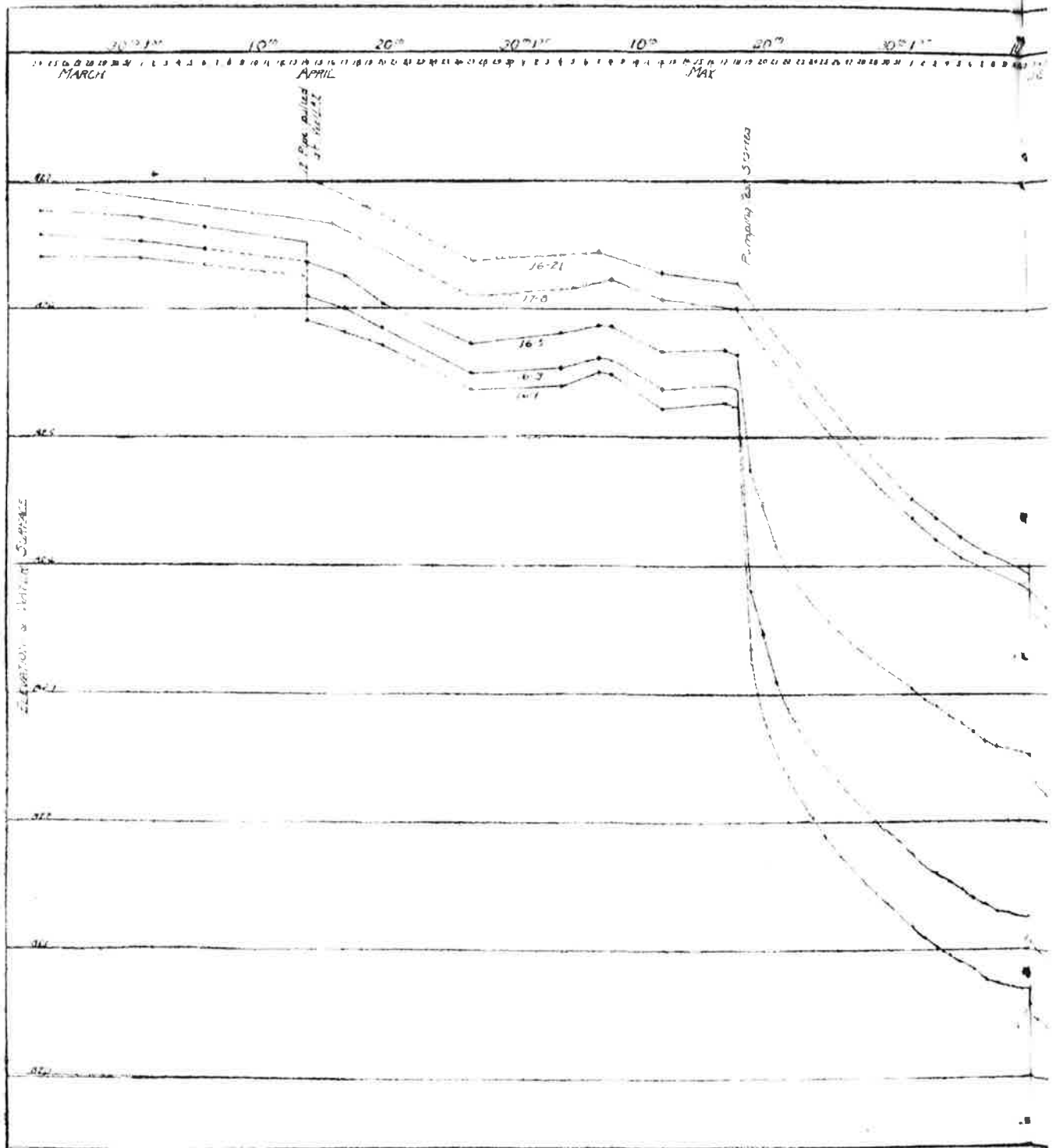
Rainfall Records For Ann Arbor.								
Period	1900	1901	1902	1903	1904	1905	1906	1907
Storage	13.84*	9.19	13.04	15.43	16.59	13.89	13.65	15.06
Growing	7.25	8.50	18.89	15.23	7.50	13.03	11.04	6.63
Replenishing	7.06	5.78	10.19	5.38	4.82	9.63	6.26	8.30
Period	1908	1909	1910	1911	1912	1913	1914	1915
Storage	18.33	13.89	13.25	11.21	13.60	17.83	15.22	7.98
Growing	11.18	7.74	6.24	6.78	7.56	2.57	9.06	11.84
Replenishing	2.78	6.63	7.15	11.99	8.40	6.23	6.02	

*Five months.

It will be seen from this table that the rainfall for the storage period of 1915 is by far the lowest since 1900 at least; the records were searched back no farther. The replenishing period of 1914 was also lower than it has been since 1908 although not so noticeably low as the rainfall for the storage period. For the sixteen years given, the 9.19 inches of rainfall in 1901 is the nearest approach to the 7.98 inches for 1915 in the storage period. During March and April at the time in which percolation would naturally be the highest the rainfall was especially low. This dry replenishing and exceptionally dry storage period would lead us to expect a low ground water level at the time the pumping test was made. While the rainfall during the growing season was above the average, it was not more than would be entirely consumed by the growing crops, which were unusually fine. After these crops were harvested, the rainfall again percolated into the ground, but this was after the close of the test. Instead of carrying on the test under the most favorable conditions, a decidedly unfavorable time was chosen.

From close observation of the wells in the vicinity of the Steere farm, it was quite evident that none of them were directly or immediately affected by the local rains. In no case, following even the hardest rains of the period of this work, was any rapid raise in the standing water elevation in these wells shown. This absence of effect from local rains is due to the fact that the rain which feeds this underground stream falls upon and percolates through a very large ground surface area which extends to a considerable distance from the location of these wells. The water discharged at this location has been underground for a considerable period of time, probably several months, before reaching the Steere farm vicinity.

Plates III and IV have been prepared to show the varying elevation of the water in the several wells throughout the period of this test. Under the respective dates given at the top of each sheet the elevation of the water in each of the wells shown has been marked with a small circle, the scale of elevation being given to the left of the plotting. These elevations



Elevations of water level (above mean sea level) of several flowing wells and elevations were taken. Successive elevations are connected by straight lines.

have been joined by straight lines to better show the character of the variations in water level. Plate III represents flowing wells near to the sixteen-foot well and plate IV represents several of those wells on higher ground from which water must always be pumped. By referring to Plate I, these wells may be located and the difference in their distance from the sixteen-foot well noted. Referring to Plate III first, it will be seen that the lines connecting the successive elevations of the several wells are, for the greater part of their length, parallel. This is true prior to the beginning of the pumping at the sixteen-foot well; for the period from June 1st to July 5th during the pumping; and for the entire period plotted since July 17th. This parallelism shows that during these periods the wells were affected only by the general variation of ground water level; a variation which affected all wells located in the same formation in equal amounts, regardless of the elevation of standing water at that point or of their distances from the well being pumped. During the time from May 19th to June 1st the pumping at the sixteen foot well was drawing down the level of the water in these wells, the varying effect on the different wells being shown by the fact that the lines are not parallel. After June 1st, the pumping had no further affect on these elevations, which, as shown by the parallelism of their lines, varied only with the general variation in water level over the entire territory. The same is true at the expiration of

the pumping, i. e., after July 17th, the parallel lines show that these wells are again governed only by the general variation in ground water level.

After noting the effect on the wells represented on Plate III at the time of starting and discontinuing pumping, it is evident that of those wells represented on Plate IV only the wells of Gustave Schenk and John F. Lawrence were affected in any amount by the pumping at the sixteen-foot well. The lowering of the water level in these two wells due to this pumping test did not exceed sixteen inches. This is determined by drawing a line through the plotted elevation under July 17th parallel to the slope of lines prior to discontinuing the pumping and reading the difference of elevation between the plotted and parallel lines.

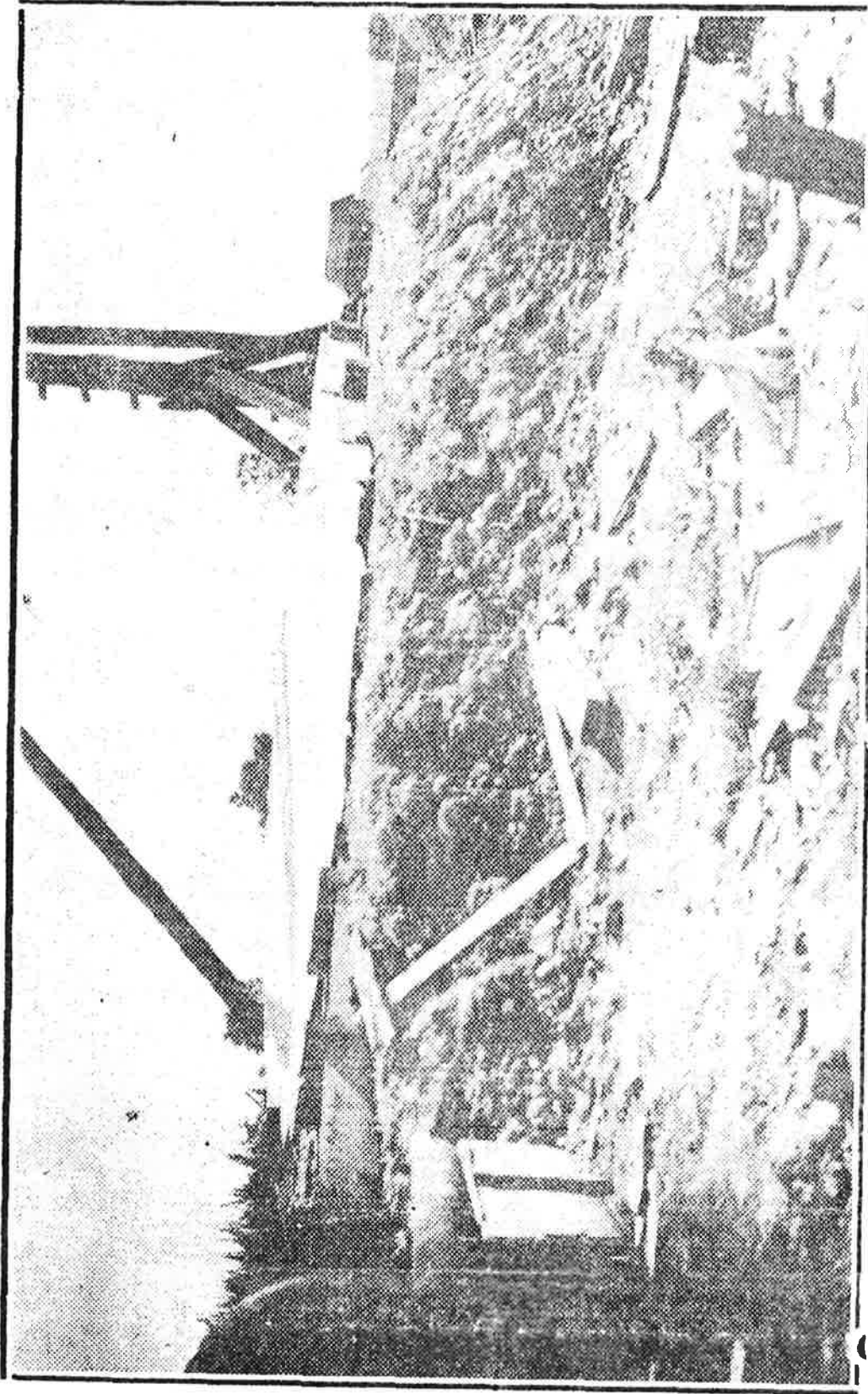
Costs.

The costs of the work were distributed as follows:

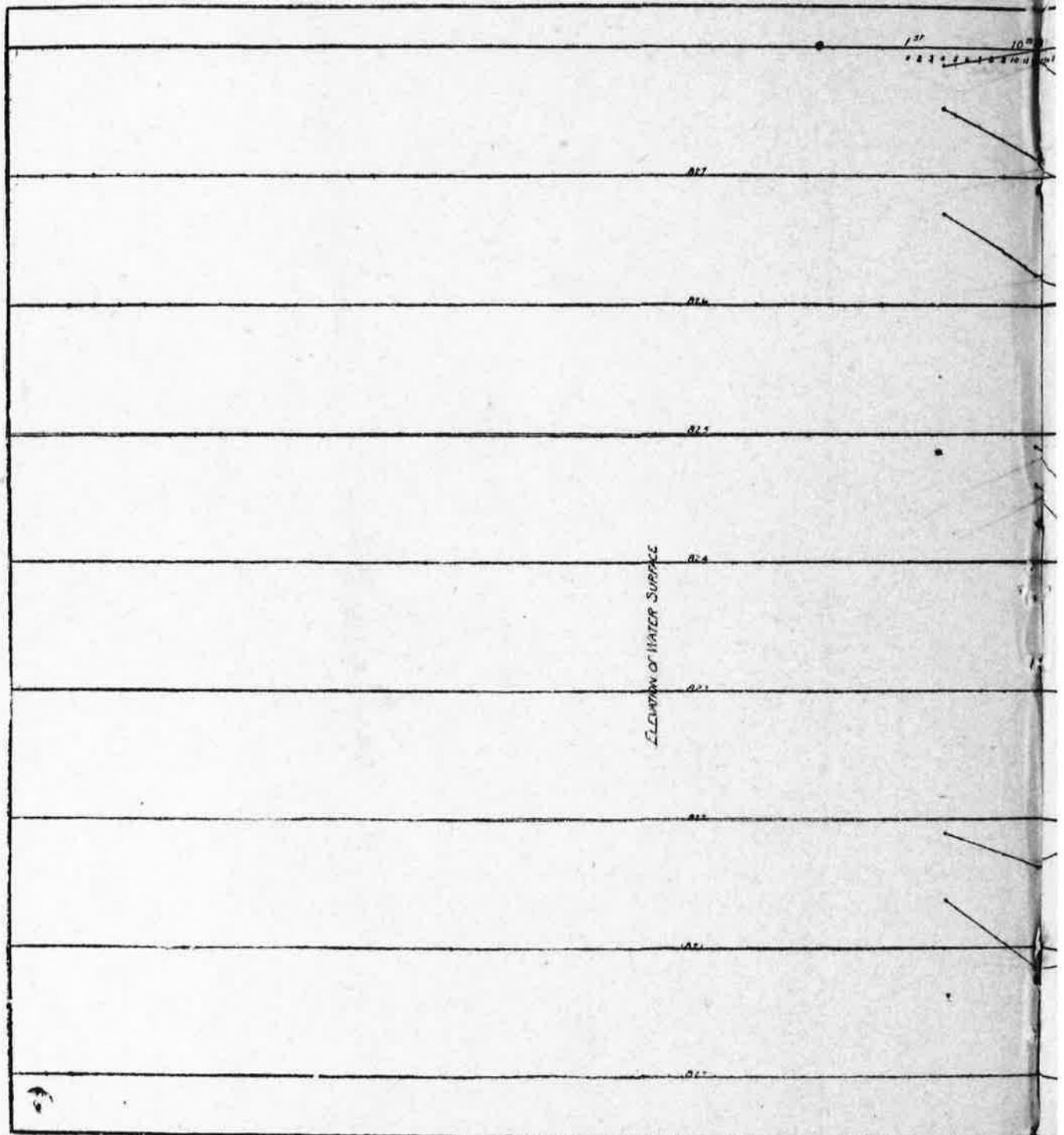
Construction of 16-foot well.	\$4,947.57
Pumping 16-foot well	3,641.82

Total	\$8,589.39
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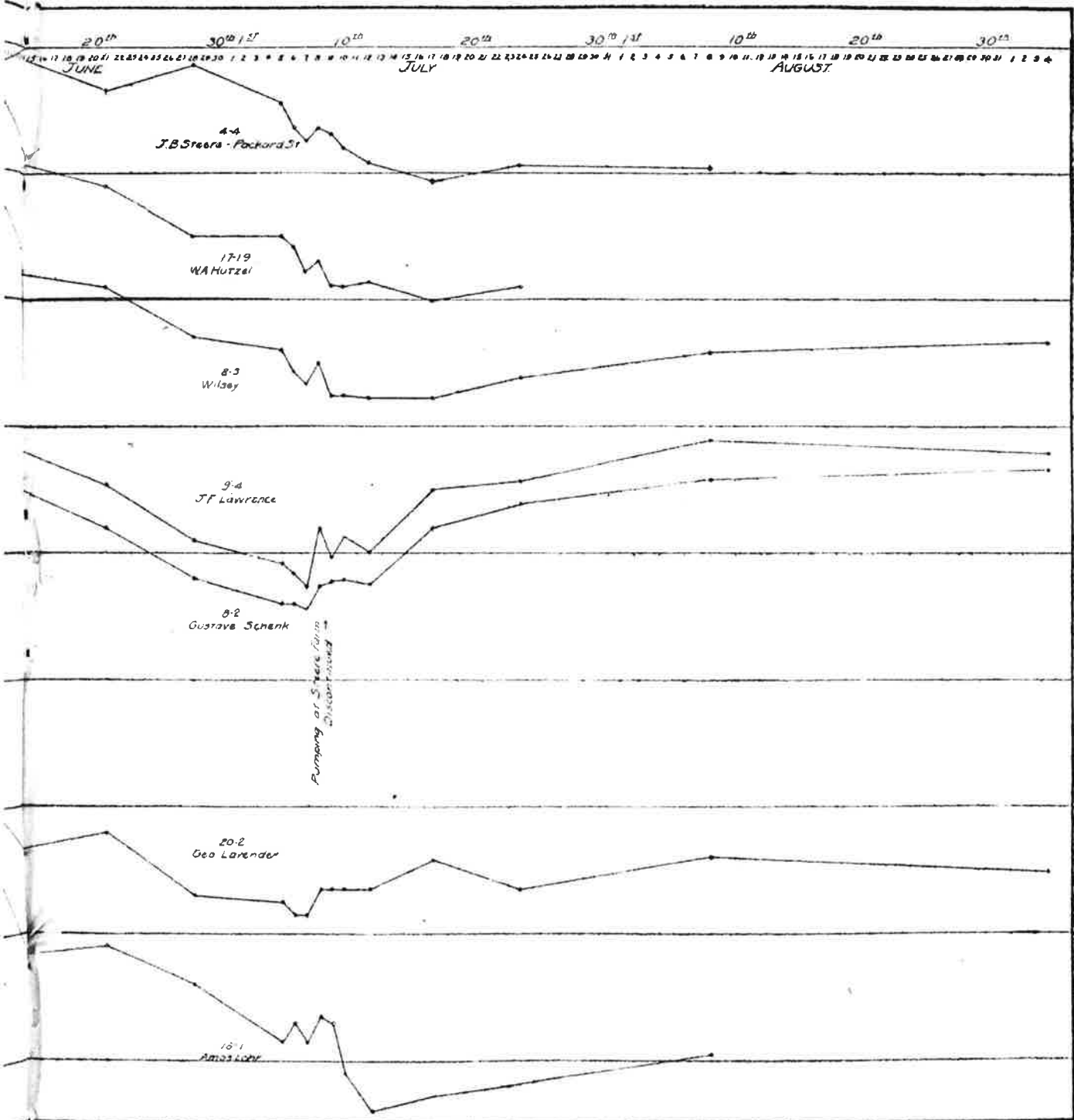
This includes all cost for labor and material as well as all payments to contractor. It includes all that part of my own time and of others working for a monthly salary properly chargeable to this fund. The amount of monthly salaries so included is \$471.13. As these monthly salaries have always been paid from the Contingent Fund, the amount charged against the Steere Farm has been \$8,118.26.



Well as it was left upon completion of test. Clay banked around concrete and well roofed over with plank.



Elevations of water level (above mean sea level) of several wells at varying times and places which elevations were taken. Successive elevations are connected by straight lines.



ances and directions from the "Steere Farm" are plotted under respective dates on

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent 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 proposal, is authorized to execute contracts on behalf of respondent.*

*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 proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT E
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.

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 No. of employees__

The Contractor or Grantee agrees:

- (e) 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 \$13.13/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 \$14.65/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 (Section 1:815(3)).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (f) 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.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) 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



ATTACHMENT F

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.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> 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

ATTACHMENT G

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.

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. Then submit it to the Human Rights Commission by e-mail (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.

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.

ATTACHMENT H

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 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**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit. As used in the General Conditions, "Supervising Professional" means Contract Administrator.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service
("Services") in connection with the Project as described in Exhibit A, and in compliance with the requirements of the General Conditions attached in Exhibit E.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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 will be 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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor 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, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in 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 or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Wages. The Contractor shall pay all craftsmen, mechanics and laborers employed directly on the site in connection with the contract, including employees of subcontractors, 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 (DOL) for the "Heavy" construction type. The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.

To the extent any employees of Contractor, or any other persons providing services under this contract, are not entitled to the foregoing prevailing wage, Contractor shall be deemed a “covered employer” under Chapter 23 of Title I of the Code of the City of Ann Arbor, and shall pay such employees and persons a living wage, as required by Chapter 23, including as required in Section 1:815, as adjusted in accordance with Section 1:815(3), and otherwise comply with the requirements of that Chapter. The foregoing words, terms and phrases have the meaning that they have in the Davis-Bacon Act, as amended, and the regulations promulgated pursuant to it, including, but not limited to, 29 CFR 5.2(m).

At the request of the City, Contractor shall promptly provide satisfactory proof of compliance with the foregoing obligations. Such proof may, at the City’s option, include, but shall not be limited to, a certified payroll report within a week of beginning on-site work, followed by weekly certified payroll reports thereafter. Certified payroll reports shall, unless the City agrees in writing to an alternative, be in a form substantially similar to that attached hereto as Exhibit D, and shall clearly detail the payment of the appropriate wages and fringe benefits to all persons to which the requirements of this provision apply. Such proof may also include weekly wage-rate interviews, which Contractor shall facilitate with any and all persons to which the requirements of this provision apply.

Contractor shall ensure that any subcontractor(s) are contractually obligated to comply with all obligations of this provision. Any breach of the obligations imposed by this provision shall amount to a material breach of this contract and shall entitle the City to all remedies available to it for such breach under law, in equity and/or under this contract, including, but not limited to, the right of setoff and/or the right to withhold any payment otherwise due under this contract.

- C. Bonds. The Contractor shall furnish to the City a performance bond and a payment bond at its own cost, both of which shall become binding upon the award and execution of this contract. Said performance bond shall be in the amount of 100% of the contract amount conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. Said performance bond shall be payable to, and solely for the protection of, the City. Said payment bond shall be in an amount of 100% of the contract amount, solely for the protection of claimants, defined in MCL 129.206, supplying labor or materials to Contractor or its subcontractors in the prosecution of the work provided for in the contract, and shall be payable to the City. Both bonds shall be executed by a surety company authorized to do business in Michigan and shall be filed by Contractor with the City.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Contractor 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 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.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

- A. The 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, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. 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 thirty (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 for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/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 agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights 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, in one or more instances, 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 effect its right to require strict performance of this Agreement.

XIII. 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 in this Agreement 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 the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. 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.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the 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 the 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 Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. 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. The City's prospective consent to the 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, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the 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.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the 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, of any kind or nature, 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 form. 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 the 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.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Type Name
Craig Hupy, Public Service Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated _____, 201__, for: _____ and _____ this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201__.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 201_, for _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 201_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 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 which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. 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 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Sample language to be included in the project description:

Project: Project Name, RFP#XXXX. The City of Ann Arbor is included as an additional insured in accordance with the policy provisions of the general and auto liability coverage as required by written contract. General Liability policy evidenced herein is primary to other insurance available to an additional insured by only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of the City of Ann Arbor, Michigan in accordance with the policy provisions of the General Liability, Auto Liability and Workers Compensation policies as required by written contract. 30 day written notice of cancellation provided to certificate holder and additional insureds applies per policy provisions.

**EXHIBIT D
CERTIFIED PAYROLL FORM**

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:

NAME AND TITLE	SIGNATURE
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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.

EXHIBIT E
GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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

(1) Any addenda to RFP in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) Contract; (6) General Conditions; (7) Any addendum to Contract; (8) Bid Forms; (9) Bond Forms; (10) Bid.

Section 2 - Order of Completion

Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

Contractor shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. Contractor will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

Contractor shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent bidder. In no case will Contractor be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

[See Contract]

Section 5 - Non-Discrimination

[See Contract]

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will

be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or

conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make an inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate, except that neither final payment nor any remaining retained percentage will become due unless and until Contractor files the following documents with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the

work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

[See Contract]

Section 23 - City's Right to Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders' risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be

corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 – Contractor’s Insurance

[See Contract]

Section 29 - Surety Bonds

[See Contract]

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

[See Contract]

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under

any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported

or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days' notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that neither I nor Contractor have, during the period _____, 20__, to _____, 20__, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I or Contractor shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I and Contractor have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its.(Title of Office)

Past due invoices, if any, are listed below.

