

# Statement of Qualifications

## SOQ-835

### Mural Artists



SOQ Due Date: November 9, 2012 at 10:00 AM

Issued by:  
City of Ann Arbor  
Procurement Unit  
301 E. Huron Street, P.O. Box 8647  
Ann Arbor, Michigan 48107-8647

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## SECTION ONE

### GENERAL INFORMATION

#### A. OBJECTIVE

The purpose of this Statement of Qualifications (SOQ) is to find professional muralists, mosaic artists and relief sculpture artists, whose work meets a set of standards in which they will be pre-qualified for the City of Ann Arbor mural projects for two (2) years from 2012 to 2014.

#### B. QUESTIONS ABOUT THE SOQ

The SOQ is issued by the City of Ann Arbor, Procurement Unit on behalf of the Public Services Area and the Ann Arbor Public Art Commission.

Questions regarding the SOQ content must be in writing and directed to: Aaron Seagraves, Public Art Administrator at [aseagraves@a2gov.org](mailto:aseagraves@a2gov.org)

All questions regarding SOQ submissions process must be addressed in writing to: Linda Newton, Procurement Officer at [lnewton@a2gov.org](mailto:lnewton@a2gov.org).

#### D. SELECTION CRITERIA

Responses to this SOQ will be evaluated, as shown in Section III. The evaluation will be completed by a selection panel consisting of members of the community, members of the Ann Arbor Public Art Commission and possibly members of City staff.

The initial evaluation is to determine a pool of pre-qualified Artists. This evaluation will be made following receipt of the Artist qualification packages. The pool of applicants will be pre-qualified for mural, and similar media, public art projects commissioned by the City. The quality of the applicant qualifications will be the basis for the determination of entry into the pre-qualified pool. See Section Two for criteria. All qualified applicants will be placed into the pool of pre-qualified artists.

Selection panels for specific mural projects will evaluate the pre-qualified Artists within the pool for the purpose of selecting artists from which to request proposals for the specific project. The specific requirements for each project will be the basis for selecting pre-qualified artists within the pool from which to request proposals, and each project will have distinct criteria that the proposal must meet to be selected.

The City reserves the right to request additional information regarding specific qualifications either before selecting artists in the pre-qualified pool from whom proposals are requested for a specific mural project, or to be provided by the selected artists as part of their proposals for a specific mural project.

The City also reserves the right to issue a separate SOQ for any project for which the City believes it is in the City's best interest to obtain information about qualifications required for the project and not sufficiently covered in this SOQ. Artists will be selected to submit proposals for that project through that process and not from the pre-qualified pool of artists. Even if they have been selected for the pre-qualified pool through this SOQ, artists interested in the project will need to submit their qualifications under the requirements of the separate SOQ.

## **E. ADDENDUMS TO THIS DOCUMENT**

Should any prospective artists be in doubt as to the true meaning of any portion of this SOQ, or should the artists find any ambiguity, inconsistency, or omission therein, the artist shall make a written request for an official interpretation or correction. Such requests must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the qualifications. The person making the request shall be held responsible for its prompt delivery.

The City's staff will make such interpretation or correction, as well as any additional SOQ provisions that the City may decide to include, only as an SOQ addendum. Any addendum issued by the City shall become a part of the SOQ. Proposers should consider issued addendums in preparing his or her qualifications. Only bulletins duly issued by the City shall be binding.

## **F. SUBMISSION OF STATEMENT OF QUALIFICATIONS**

All Statement of Qualification (SOQ) packages are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **November 9, 2012 by 10:00AM.** SOQs submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Artist must submit one (1) original SOQ package, two (2) SOQ package copies, and one (1) digital (CD,DVD,flash drive) copy of SOQ package in a sealed envelope clearly marked: **SOQ 835 – Muralist Artists Pre-Qualification.**

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

City of Ann Arbor  
Procurement Unit, 5<sup>th</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All SOQs received on or before the Due Date will be publicly opened and recorded immediately.

Hand delivered SOQs should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday. The City will not be liable to any for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the SOQ. Each Artist is responsible for submission of their SOQ.

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

All qualifications become the property of the City of Ann Arbor once reviewed, whether awarded or rejected.

## **G. DISCLOSURES**

All information in a submitter's qualifications is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

## **H. PROFESSIONAL SERVICES AGREEMENT**

Selected artists will be required to enter into a contract for artist services with the City of Ann Arbor. For your reference a sample contract for artist services is attached. Please note the insurance requirements and other terms in the contract.

## **I. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the artist prior to the execution of a contract.

## **J. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS**

To the extent applicable, a selected artist must comply with the nondiscrimination provisions of MCL 37.2209, with the City of Ann Arbor's nondiscrimination requirements (Chapter 112, Section 9:161 of the City Code) and with living wage provisions of Chapter 23 of the Ann Arbor City Code.

For reference, the following are attached:

- Contract compliance form to report employment data (Attachment E).
- Living wage declaration form (Attachment D)
- Copy of the current living wage poster (Attachment C).

## **L. RESERVATION OF RIGHTS**

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

The City reserves the right to select pre-qualified Artist from the pool of applicants at their discretion.

They City reserves the right to not guarantee pre-qualified Artist work.

## **SECTION TWO**

### **OBJECTIVE**

The City of Ann Arbor is requesting a statement of qualifications from muralists, mosaic artists and relief sculpture artists, from which to determine a pool of pre-qualified artists to request proposals from for upcoming mural projects. The projects will require design, fabrication and installation of murals as public art. Mosaics, mounted sculpture, or other media of a similar type will also be considered. The mural projects will be located in public spaces, on public property. All submissions to this SOQ will be considered to pre-qualify for projects that are to be initiated beginning this year and continuing through the end of 2014. A subsequent SOQ will be released for mural projects initiated after 2014. The number of projects the city will commission in this timeframe is to be determined. Approximately two or three projects are expected. The budget for each project will range from approximately \$10,000 to \$20,000.

### **SELECTION CRITERIA**

Artists will submit a complete statement of qualifications as outlined in Section Three. Using the information provided, artists will be determined to qualify for the pre-qualified pool of artists based on the following:

- Quality of past work provided as work samples
- Demonstrated work experience in murals, mosaics, relief sculpture artwork, or other media of a similar type
- Proficiency in 2-D or surface mounted media and art fabrication
- Accomplished lasting artwork in a public space
- Ability to work together with oversight bodies, project managers and city staff
- Ability to work on-location and complete an artwork installation in a timely manner
- Clarifying information from artist interviews and reference checks, if needed

## SECTION THREE MINIMUM INFORMATION REQUIREMENTS

To be considered, each Artist must submit a SOQ package using the format provided in section three (3). In the event an Artist fails to comply with format in section three they could be disqualified from pre-qualification process. Please review these items carefully.

Artists should demonstrate their capabilities and competence in their field.

The information included therein should be as concise as possible. The total submittal should not be more than 12 pages, with material on two sides (for a total of 24 pages).

Proposals shall be clearly marked "SOQ-835". The marking must be clear on the copies of the qualifications and the outside of the mailed package.

Be sure to **provide the information in bold**.

### A. Personal information

1. Include a copy of your **résumé**.
2. Include **contact information**. Please complete the attached Public Artist Application and provide an address, phone number and email.

### B. Qualifications and experience with mural projects

State in a written **letter of interest** the relevance of mural artwork, or other media of a similar type, in your artistic work. Indicate how your qualifications as a muralist/artist would fit upcoming projects. Provide **details of past work**. Indicate if you have worked on public art projects in the past, if you have worked collaboratively with a project development team, whether they were within budget and completed on time, and give a general statement of your approach to mural and art projects. List **three work references**. (Please use the attached Public Artist Application; letters of recommendation are not required.)

### C. Past Work

1. Send up to **15 digital images** of past applicable artwork; JPEGs, 1MB maximum size per image
2. Submit a **list for these digital images** that include titles, medium, dimensions, location, year of completion, and artwork budget amount.

## SELECTION

A selection panel will evaluate each Artist's SOQ package, by the criteria described in Section Two under "Evaluation Criteria," to determine eligibility of Artists for the pre-qualified pool of artists. The selection panel will then determine which, if any, Artists will be interviewed to further evaluate the Artist's expertise and work history. The City may contact references to verify material submitted by the artist.

All mural projects, and similar types of projects, will be developed by the Ann Arbor Public Art Commission. A Request for Proposals will be drafted for each mural project. Up to five pre-qualified artists will be selected to develop full proposals for the respective mural project and will receive the Request for Proposals for that project.

The City reserves the right to not consider any proposal determined to be unresponsive and deficient in any of the information requested for evaluation.

## TIMELINE

November 9, 2012 .....	Deadline for responses to this SOQ
November 12 to 16th, 2012.....	Selection Panel meets
November 12 to 16th, 2012.....	Artist Interviews (if needed)
November 16th, 2012.....	Selection for Pre-Qualified Pool of Muralists



**CITY OF ANN ARBOR  
PUBLIC ART ARTIST APPLICATION**

**Personal Information**

Name/Company Name:	
Address:	
State:	
Zip Code:	
Email:	
Phone Number:	

**Past Work** - List and detail your three most recently completed public art commissions:

Title:	
Location:	
Media:	
Date Completed:	
Commissioning Entity:	
Website:	
Title:	
Location:	
Media:	
Date Completed:	
Commissioning Entity:	
Website:	
Title:	
Location:	
Media:	
Date Completed:	
Commissioning Entity:	
Website:	

**CITY OF ANN ARBOR PUBLIC ART  
ARTIST APPLICATION**

**References**

Name	Phone Number	Scope of Work

**Media Types**

Have you worked with the following media type for a majority of your public art commissions?  
Check the one that best applies to your past work and the images you submitted.

MURALS

RELIEF SCULPTURE

MOSAIC

OTHER (describe): \_\_\_\_\_

**Certification**

In signing below you are certifying that all information provided is accurate. In addition you are agreeing to a pre-qualification term to the end of 2014, in which, based on your pre-qualifications, you could be selected to receive Requests for Proposals (RFPs) for future public art projects in the City of Ann Arbor. Please sign and date this application:

_____	_____	_____
Signature	Date	Printed Signature Name
_____	_____	_____
Email Address		Phone Number

**ATTACHMENT B – SAMPLE CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR FOR  
DESIGN, FABRICATION, AND INSTALLATION  
OF PUBLIC ART AT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_, a(n) \_\_\_\_\_, whose address is \_\_\_\_\_ (“Artist”), agree as follows this \_\_\_ day of \_\_\_\_\_, 201\_.

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

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator or whomever the Contract Administrator may from time to time designate.

**II. DURATION**

This agreement shall become effective on \_\_\_\_\_, 201\_, and shall remain in effect until satisfactory performance of all services, unless terminated for breach or as provided in this agreement.

**III. SERVICES**

- A. General Scope: The Artist agrees to provide design, fabrication, and installation services for an installation as specified in Exhibit A. The City makes no guarantee that any of the designs developed by the Artist will be implemented.
- B. Quality of Services: The Artist’s standard of service under this agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. City Review of Services: The services shall, at all times, be subject to the City’s general review and approval. The Artist shall confer with the City periodically during the progress of the services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by the City to determine the adequacy of the services or the Artist’s progress. Upon reasonable prior notice to the Artist, the City and its elected officials, officers, employees and agents shall

have the right to make reasonable inspections and reviews of the Artist's progress with respect to the services.

- D. Compliance with Applicable Law: The Artist shall perform his services under this agreement in compliance with all applicable laws, ordinances and regulations.
- E. Additional Work: The City may desire to have the Artist perform work or render services in connection with this project other than that expressly provided for in the "Scope of Services" section of Exhibit A. This will be considered extra work, supplemental to this agreement and shall not proceed unless authorized by a written amendment signed by both parties. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this agreement or an amendment.

#### **IV. COMPENSATION OF ARTIST**

The Artist shall be paid as specified in Exhibit A. The total fee to be paid the Artist for the Services, including all design, installation, administrative and any other costs incurred, will be \_\_\_\_\_ (\$\_\_\_\_\_), provided all of the Services performed are accepted as specified in Exhibit A.

Payment shall be made upon satisfactory completion and delivery of the Services as provided in Exhibit A. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Artist may be entitled.

#### **V. WARRANTY OF SKILL BY ARTIST**

- A. The Artist warrants that the quality of his/her services under this agreement shall conform to the level of quality performed by experts regularly rendering this type of service.
- B. The Artist warrants that he/she has all the skills and experience necessary to perform the services he/she is to provide pursuant to this agreement. The Artist may rely upon the accuracy of reports and surveys provided to him/her by the City except when defects should have been apparent to a reasonably competent Artist or when he/she has actual notice of any defects in the reports and surveys.

## **VI. RELATIONSHIP OF PARTIES**

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

## **VII. ARTIST'S ACKNOWLEDGMENT OF RISKS AND WAIVER OF RIGHTS**

The Artist understands that the City's willingness to enter into this contract is conditioned upon the Artist's agreement to the following provisions.

1. Acknowledgment of Risks of Damage. Artist acknowledges, for the benefit of the City, that installation of the work of art into the building, structure, landscape or other City facility for which it has been designed may subject such work of art to destruction, distortion, mutilation or other modification by reason of the removal of such work of art from such building, structure, landscape or other City facility.

2. Waiver of Rights Under Visual Artists Rights Act of 1990. The Artist understands and agrees that, as to his rights in the work of art, the provisions of this agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the work of art, and that execution of this Agreement by the Artist shall constitute a waiver by the Artist, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the work of art, and any uses of the work of art whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. The Artist understands that, despite the City's commitment not to intentionally damage, alter or modify the work of art without the prior written approval of the Artist, alterations to the site and/or removal of the work of

art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

3. Maintenance, Repairs or Restorations. The City shall have the right to determine, in its sole discretion, after consultation with a knowledgeable professional selected by the City, when and if maintenance, repairs and restorations to the work of art will be made.

4. Damage. Subject to Paragraph 6 below, the City agrees that it will not intentionally damage, alter, or modify the work of art without the prior written approval of the Artist.

5. Notification to Artist. The City shall endeavor to notify the Artist, during the Artist's lifetime, of any proposed alteration of the site that would affect the intended character of the work of art and shall endeavor to consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the work of art.

6. Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, to destroy the work of art.

#### **VIII. OWNERSHIP OF DOCUMENTS AND WORKS OF ART; INTELLECTUAL PROPERTY RIGHTS; NON-INFRINGEMENT**

- A. All intellectual property rights, including without limitation any material produced in the pursuance of the agreed professional services, shall vest in and at all times remain vested in the originator of the material produced. will identify and clearly mark all materials produced and given to the City that constitute intellectual property, the rights to which are vested in and retained by or vested in and retained by any other originator, including identification of such other originator.
- B. The design recognition of the input and intellectual property rights of shall be honored, including when there is no further involvement in the project. This includes recognition of basic concepts which through developments and evolutions persist though to the final constructed design object.
- C. When displayed or reproduced in any manner, all intellectual copyright materials belonging to the artist , including sketches drawn by the artist, that have been identified and marked in accordance with Paragraph A, above, must be acknowledged in writing with "©," as appropriate, in immediate adjacency to the image, and recognized orally as appropriate.
- D. Will accept no liability for the further interpretation, design or implementation by others of ideas, concepts and intellectual copyright materials generated in the pursuance of this agreement.

- E. The City shall own the physical embodiment of the works of art, including but not limited to, the art work proposals and all preliminary studies, models, samples and maquettes thereof.
- F. The Artist represents and warrants that the art work designs do not infringe or violate any copyright, trade secret, trademark, patent or other proprietary or personal right held by any third party.

If any of the art work designs is in any action held to constitute an infringement of any third party's rights and its use is enjoined, the Artist shall immediately and at his/her expense (a) procure for the City the right to continue its use of the art work design in accordance with this agreement, (b) alter the art work design to eliminate infringing portions, subject to the City's approval, or (c) replace the art work design with a design acceptable to the City that is non-infringing.

- G. The warranties made and the rights granted by this section VIII of the agreement shall survive the expiration or earlier termination of this agreement.

#### **IX. RISK OF LOSS; INSURANCE; INDEMNIFICATION**

- A. The Artist shall take such measures as are reasonably necessary to protect the work from loss or damage until the Artist has completed delivery to the City of all materials specified herein and ownership is transferred to the City, which shall occur when delivery is complete.
- B. The Artist is responsible for procuring and maintaining at his own expense whatever insurance he/she requires during the life of this agreement to protect himself from claims for bodily injuries, death or property damage which may arise under this agreement and to cover bodily injuries, death, property damage or other losses he/she may suffer while performing the work under this agreement, including damage to or loss of the work while in his possession and control.
- C. To the fullest extent permitted by law, the Artist shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Artist or his agents occurring in the performance of this agreement.

#### **X. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION**

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.

- B. The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 30 days written notice to the Artist in accordance with the notice provisions contained in this agreement.

If services are terminated for reasons other than the breach of the agreement by the Artist, the Artist shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination. As a condition of receiving the payment from the City, the Artist agrees to transfer title to all partially completed work, plans, notes, drawings, etc., to the City.

## **XI. OBLIGATIONS OF THE CITY**

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

## **XII. ASSIGNMENT**

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



**XIII. NOTICES**

All notices, forms, reports, maintenance suggestions, and other textual materials required by this agreement shall be in writing, and all such material, together with any other material to be delivered hereunder, shall be delivered or mailed to the respective addresses of the parties hereto. The Artist’s failure to keep the City reasonably informed regarding the Artist’s current address shall be deemed a waiver of the Artist’s rights and opportunities under this agreement.

All notices, requests, demands or other communications that are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon receipt when addressed as follows:

If to the City, to:

\_\_\_\_\_  
Public Services Area Administrator  
City of Ann Arbor  
P.O. Box 8647  
Ann Arbor, MI 48107-8647

If to the Artist, to:

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

or to such other address as may be specified hereafter by either party for itself, by written notice to the other party.

**XIV. EXTENT OF AGREEMENT**

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

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

**XV. SEVERABILITY OF PROVISIONS**

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

**XVI. CHOICE OF LAW**

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

**XVII. SIGNATURES**

**FOR ARTIST**

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

**FOR THE CITY OF ANN ARBOR**

By: \_\_\_\_\_  
John Hieftje, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steve Powers, City Administrator

\_\_\_\_\_  
Craig F. Hupy, Interim Public  
Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013**

**\$12.17 per hour**

If the employer provides health care benefits\*

**\$13.57 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.

**For Additional Information or to File a Complaint Contact:**

**Linda Newton, Procurement Officer  
734/794-6576 or Lnewton@a2gov.org**

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

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.  
\_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6576

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

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
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Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													