

INVITATION TO BID

ITB #4355

CRANE INSPECTIONS – PUBLIC SERVICES



Proposal Due Date: November 20, 2014
On or Before 10:00 A.M. (Local Time)

Public Services Area

Issued By:

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

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ADVERTISEMENT FOR CRANE INSPECTIONS
PUBLIC SERVICES
CITY OF ANN ARBOR

ITB# 4355

Sealed Bids will be received by the City of Ann Arbor Customer Service Desk, First (1st) Floor, Guy Larcom City Hall, on or before November 20, 2014 by 10:00 AM for Crane Inspections. Bids will be publicly opened and read aloud at this time.

Work to be done includes completing the OSHA/MIOSHA requirements for annual inspection of the City's hoists, cranes, and accessory equipment that are covered by MIOSHA Standard, Part 18, Overhead and Gantry Cranes. The City intends to award a three year contract to selected contractor.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor (Fair Employment Practice). (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

The decision of the City of Ann Arbor shall be final as to what constitutes acceptable deviations from the specifications.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794- 6000 Ext. 45206, CITY OF ANN ARBOR, MICHIGAN

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Unit is soliciting bids for the following: Crane Inspections – Public Services, BID No. ITB# 4355 as described in the specifications.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

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

Preparation of Bids

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

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. Include all forms required for completing in bid form section not as part of detailed specs, including references

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before November 6, 2014 by 10 am and should be addressed as follows:

Specification/Scope of Work questions emailed to bsteglitz@a2gov.org

Bid Process and HR Compliance questions emailed to mberryman@a2gov.org

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of;

any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before November 20, 2014 by 10:00 am. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB# 4355 – Crane Inspections – Public Services**.

Bids must be addressed and delivered to:

City of Ann Arbor
1st Floor Customer Service Department,
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

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

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

Experience Requirements

Bidder shall have at least five (5) years of experience in performing the services covered under this contract. As part of the bid submission, bidders shall submit documentation of their experience including names of customers, type of work performed, date of work performed, and contract value. Contact information for these references is included on the bid form.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum

prices stated by the bidder for the work items specified in the bid documents. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible.

Previous performance on City contracts may be a factor in determining the award. The successful bidder will enter into a Service Agreement with the City. Terms and Conditions of the Service Agreement will not be changed.

Contract Period: The cost of services provided under this contract shall be firm for three (3) years from the date of starting the contract.

Renewal: The contract term may be renewed for up to two (2) one (1) year periods provided that by 75 days prior to the end of the contract both parties agree in writing to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

City Approvals: Bids exceeding \$25,000 as a projected annual cost will require City Council approval. Award will be made after the above approvals are received. The purchase order will be issued after the Contract has been signed and enacted, or as soon thereafter as possible.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 90 days, as specified in the Advertisement.

Human Rights Information

Section VIII of the Service Agreement outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the

Human Rights Division Contract Compliance Forms (Appendix A) or an acceptable equivalent.

In the event the Human Rights forms are not submitted with the bid, the bidder will have 24 hours to submit upon notice from the City.

Wage Requirements

Section VIII of the Service Agreement outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Debarment

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

Disclosures

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

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

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

Errors/Omissions/Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective service provider shall be brought to the attention of Brian Steglitz, Water Treatment

Services, at (734) 994-2840 as soon after discovery as possible. Further, the vendor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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

SIGNED THIS _____ DAY OF _____, 2014.

Bidders Name

Official Address

Authorized Signature of Bidder

Telephone Number

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

*A corporation organized and doing business under the laws of the state of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

*A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

*An individual, whose signature with address, is affixed to this Bid:

(Initial here)

BID FORM

Company: _____

Cost (2015):

Water Treatment Plant

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	2	Ea	½ Ton Hoists	\$ _____	\$ _____
2.	1	Ea	¾ Ton Hoists	\$ _____	\$ _____
3.	15	Ea	1 Ton Hoists	\$ _____	\$ _____
4.	4	Ea	1 Ton Cranes	\$ _____	\$ _____
5.	2	Ea	1 ½ Ton Hoists	\$ _____	\$ _____
6.	2	Ea	1 ½ Ton Cranes	\$ _____	\$ _____
7.	21	Ea	2 Ton Hoists	\$ _____	\$ _____
8.	4	Ea	2 Ton Cranes	\$ _____	\$ _____
9.	1	Ea	2 ½ Ton Hoists	\$ _____	\$ _____
10.	1	Ea	2 ½ Ton Cranes	\$ _____	\$ _____
11.	7	Ea	3 Ton Hoists	\$ _____	\$ _____
12.	1	Ea	3 Ton Cranes	\$ _____	\$ _____
13.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
13.	1	Ea	5 Ton Cranes	\$ _____	\$ _____
14.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
15.	1	Ea	20 Ton Cranes	\$ _____	\$ _____
				TOTAL	\$ _____

Wastewater Plant

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	9	Ea	2 Ton Hoists	\$ _____	\$ _____
2.	2	Ea	3 Ton Hoists	\$ _____	\$ _____
3.	2	Ea	10 Ton Hoists	\$ _____	\$ _____
4.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
5.	1	EA	TBD (assume 3 Ton)	\$ _____	\$ _____
				TOTAL	\$ _____

Wheeler Center

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	3	Ea	1 Ton Hoists	\$ _____	\$ _____
2.	1	Ea	2 Ton Hoists	\$ _____	\$ _____
3.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
				TOTAL	\$ _____

Fire Stations #1 and #6

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	1	Ea	2 Ton Crane with Hoist	\$ _____	\$ _____
2.	1	Ea	1 Ton Crane with Hoist	\$ _____	\$ _____
3.	1	Ea	¼ Ton Crane with Hoist	\$ _____	\$ _____
4.	1	Ea	½ Ton Crane with Hoist	\$ _____	\$ _____
				TOTAL	\$ _____

Grand Total (2015).....(dollars)(\$_____)

Cost (2016):

Water Treatment Plant

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	2	Ea	½ Ton Hoists	\$ _____	\$ _____
2.	1	Ea	¾ Ton Hoists	\$ _____	\$ _____
3.	15	Ea	1 Ton Hoists	\$ _____	\$ _____
4.	4	Ea	1 Ton Cranes	\$ _____	\$ _____
5.	2	Ea	1 ½ Ton Hoists	\$ _____	\$ _____
6.	2	Ea	1 ½ Ton Cranes	\$ _____	\$ _____
7.	21	Ea	2 Ton Hoists	\$ _____	\$ _____
8.	4	Ea	2 Ton Cranes	\$ _____	\$ _____
9.	1	Ea	2 ½ Ton Hoists	\$ _____	\$ _____
10.	1	Ea	2 ½ Ton Cranes	\$ _____	\$ _____
11.	7	Ea	3 Ton Hoists	\$ _____	\$ _____
12.	1	Ea	3 Ton Cranes	\$ _____	\$ _____
13.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
13.	1	Ea	5 Ton Cranes	\$ _____	\$ _____
14.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
15.	1	Ea	20 Ton Cranes	\$ _____	\$ _____
				TOTAL	\$ _____

Wastewater Plant

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3.	2	Ea	10 Ton Hoists	\$ _____	\$ _____
4.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
5.	1	EA	TBD (assume 3 Ton)	\$ _____	\$ _____
				TOTAL	\$ _____

Wheeler Center

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	3	Ea	1 Ton Hoists	\$ _____	\$ _____
2.	1	Ea	2 Ton Hoists	\$ _____	\$ _____
3.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
				TOTAL	\$ _____

Fire Stations #1 and #6

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
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2.	1	Ea	1 Ton Crane with Hoist	\$ _____	\$ _____
3.	1	Ea	¼ Ton Crane with Hoist	\$ _____	\$ _____
4.	1	Ea	½ Ton Crane with Hoist	\$ _____	\$ _____
				TOTAL	\$ _____

Grand Total (2016).....(dollars)(\$_____)

Cost (2017):

Water Treatment Plant

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	2	Ea	½ Ton Hoists	\$ _____	\$ _____
2.	1	Ea	¾ Ton Hoists	\$ _____	\$ _____
3.	15	Ea	1 Ton Hoists	\$ _____	\$ _____
4.	4	Ea	1 Ton Cranes	\$ _____	\$ _____
5.	2	Ea	1 ½ Ton Hoists	\$ _____	\$ _____
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10.	1	Ea	2 ½ Ton Cranes	\$ _____	\$ _____
11.	7	Ea	3 Ton Hoists	\$ _____	\$ _____
12.	1	Ea	3 Ton Cranes	\$ _____	\$ _____
13.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
13.	1	Ea	5 Ton Cranes	\$ _____	\$ _____
14.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
15.	1	Ea	20 Ton Cranes	\$ _____	\$ _____
				TOTAL	\$ _____

Wastewater Plant

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2.	2	Ea	3 Ton Hoists	\$ _____	\$ _____
3.	2	Ea	10 Ton Hoists	\$ _____	\$ _____
4.	1	Ea	20 Ton Hoists	\$ _____	\$ _____
5.	1	EA	TBD (assume 3 Ton)	\$ _____	\$ _____
				TOTAL	\$ _____

Wheeler Center

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	3	Ea	1 Ton Hoists	\$ _____	\$ _____
2.	1	Ea	2 Ton Hoists	\$ _____	\$ _____
3.	1	Ea	5 Ton Hoists	\$ _____	\$ _____
				TOTAL	\$ _____

Fire Stations #1 and #6

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	1	Ea	2 Ton Crane with Hoist	\$ _____	\$ _____
2.	1	Ea	1 Ton Crane with Hoist	\$ _____	\$ _____
3.	1	Ea	¼ Ton Crane with Hoist	\$ _____	\$ _____
4.	1	Ea	½ Ton Crane with Hoist	\$ _____	\$ _____
				TOTAL	\$ _____

Grand Total (2017).....(dollars)(\$ _____)

RECAP

GRAND TOTAL (2015)(dollars)(\$ _____)

GRAND TOTAL (2016)(dollars)(\$ _____)

GRAND TOTAL (2017).....(dollars)(\$ _____)

TOTAL BID (2015+2106+2017)(dollars)(\$ _____)

References: Please list at least three (3) companies or public agencies for whom you have performed similar work.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
---------------------	----------------	-----------------------	------------------

1

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**SERVICE AGREEMENT
BETWEEN**

**AND
CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("CITY") and, _____, a _____, having its offices at _____ ("CONTRACTOR"),
Type of Business Address
agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means the Public Services.

Contract Administrator means the Safety Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means Crane Inspections, ITB No. 4355.

II. DURATION

This agreement shall become effective on January 1, 2015, and shall remain in effect until satisfactory performance of all services or December 31, 2018, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
Detailed Specifications
Bid No. 4355 and Addenda (if applicable)
Bid Proposal of Contractor, dated _____

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 Project. Materials or work described in words that 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 above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at .

IV. 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. Contractor 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 Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price. The total annual fee to be paid the Contractor for the services shall not exceed (\$_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

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

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

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

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

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault

Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
-
- B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
 - C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
 - D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit A
- B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave

available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit B. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$12.70 an hour for a covered employer that provides employee health care to its employees and \$14.18 an hour for a covered employer that does not provide health care to its employees.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IX. 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. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

X. OBLIGATIONS OF THE CITY

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

XI. ASSIGNMENT

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

XII. NOTICE

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

XIII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor 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 Contractor 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 Contractor 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.

FOR CONTRACTOR

By _____

Its

THE CITY OF ANN ARBOR

By _____
Steven D. Powers, City Administrator

Approved as to substance:

By _____
Craig Hupy, Service Area Administrator

Approved as to form

By _____
Stephen K. Postema, City Attorney

DETAILED SPECIFICATIONS

Work to be done includes completing the OSHA/MIOSHA requirements for annual inspection of the City's hoists, cranes, monorails and accessory equipment that are covered by MIOSHA Standard, Part 18, Overhead and Gantry Cranes. The City intends to award a three year contract to selected contractor.

Table 1 identifies all of the hoists and cranes that are to be included in the scope of work for inspection, including their capacities and locations. The table does not identify all of the monorails; however, it should be assumed that there is a monorail associated with each identified hoist of equal or greater capacity.

A. City's Responsibilities

The City will be responsible for the following:

1. Providing the personnel to oversee contract administration and to address questions on the contract.
2. Provide access and an escort during inspections to aid contractor in locating specified equipment.

B. Contractor's Responsibilities

The Contractor will be responsible for the following operations:

1. Completing OSHA/MIOSHA requirements for annual inspection of specified equipment.
2. Creating and maintaining an inventory of all inspectable equipment including inspection requirements, annual schedule for inspection, list of action items, and confirmation of abatement of any identified corrective measures.
3. Contractor shall provide an annual report that includes the information identified in Item B.2. The report shall be organized by location. Five hard copies and an electronic copy of the report shall be provided. The hard copies shall have tabbed sections for each location. The electronic version shall include bookmarks for each building and location.
4. Contractor shall provide any OSHA/MIOSHA required certifications or certifications associated with the annual inspections conducted to meet compliance requirements.
5. To ensure consistency in inspections, the Contractor shall provide, where possible, the same personnel to conduct the inspections each year. If this is not possible, the Contractor shall ensure that the inspectors familiarize

themselves with previous reports prior to their scheduled inspection visit.

6. If repairs are determined to be needed during the inspection, the Contractor shall consult with the City representative prior to making the repair. If parts for the repair are in the possession of the inspector, the repair shall be made after consultation with the City representative. If parts for the repair are not in the possession of the inspection, an estimated date for repair and any additional costs shall be provided to the City in writing for approval prior to scheduling additional work.

C. Compliance with Laws and Regulations

The Contractor shall comply with all applicable federal, state and local laws and regulations for hauling and disposal of limestone residual. The Contractor will obtain all local, state and federal approvals where required. The Contractor shall provide copies of such approvals to the Contract Administrator or its designee, if requested.

D. Safety Requirements and Submittals

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall flow down all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the contractor in the course of the work, a copy of each charge shall be immediately forwarded to the city along with a plan to correct the violation.

Upon the failure of the contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies provided to the City of Ann Arbor must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

The Contractor shall submit a copy of their written safety program to the City for record purposes.

The Contractor shall submit a project specific safety plan that includes specific safety policies in which employees must be in compliance when working for the City of Ann Arbor. The safety plan shall identify the project safety team, their qualifications, duties and city(s) of residence.

The Contractor shall submit the most current OSHA 300 logs or reasons why this organization is exempt from OSHA 300 reporting.

The Contractor shall submit the most recent OSHA recordable incident rate, DART rate, and lost workday rate.

The Contractor shall identify any major accidents or incidents that resulted in major injury or deaths that have occurred on a project site controlled by them, or any subcontractor(s) (at any contractual level), that had any major injury or death on a project site. If these situations apply, the Contractor shall describe how they have revised their program to address these accidents/incidents.

Table 1

Water Treatment Plant – 919 Sunset Road

Main Building

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Ingersoll Rand	SP (1)	704510	Rapid Mix Stairwell
			Coffing	WR.1.C.115.O FD (1/2)	WR-1032.3	Weld Shop Upstairs
Shaw-Box	TR PP UH (2)	7881	Wright	(2)	726-2	1 st Floor Pump Room
			KITO	274 (3)	C220543	1 st Floor Pump Room
			Coffing	EC.4024.4 (2)	EC3.4.186E T	4 – Sludge Room – Willett
			KITO	C1F-681 (1)	2Z554B	4 - Sludge Room – Willett
			KITO	C1F-696 (1)	2Z554B	4 – Sludge Room – Willett
			Jet	L-80 (2)	K 2027	2 nd Floor Filter Press
			CM	Series 622 (2)	JW	2 nd Floor Filter Press
			Kone	KX5140TH20 5 (1)	5832939801	2 nd Floor Filter Press
			Coffing	EC 4024.4 (2)	EG3.A.185. E7	2 nd Floor Filter Press
			Duff Lynx	LHH-2B (2)	NG 9401	Room 130, Machine Shop
Other	Lever Hoist (3)	M-1351	Coffing	LSB-B (3)	NU-0137	1 st Floor Pump Room on

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
						Mobile
			Coffing	Model LSB-B (3/4)	RU 0143	Room 135, Job Box – Bead Blast Room – Rigging Box
Dayton	Long Handle Lever Hoist (1 ½)	4Z038.CA.123	Dayton	Long handle lever hoist (1 ½)	4Z038.CA.123	Job Box (Rigging Box)
			KITO	C1F 687 (1)	2Z554B	Room 135, Bucket
		RI 9604	Coffing	LHH-1/2-B (1/2)	RI 9604	Room 135, Job Box
			Coffing	LSB-B (3)	PU 0048	Room 135, Job Box
			Coffing	Chain Fall (2)	2.263.H.NH	Room 135
Coffing	MA 30 Long Handle Lever (1 ½)	MA.3.2491 ER	Coffing	MA-30 Long Handle (1 ½)	MA.3.2491 ER	Room 135, Job Box
			Jet	L-80 (2)	4097	Room 135, Job Box

Equalization Building

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Yale	(2)		EQ Building
			Yale	(2)		EQ Building

Ozone Building

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Duff Lynx	LHH 3B (3)	NG 9401	Receiving Dock

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Duff Lynx	LHH 1B (1)	XK 9710	Receiving Dock
			Duff Lynx	LHH-2B (2)	NG 9401	Ozone Bldg.
			Duff Lynx	LHH 3B (3)	NG 9401	Ozone Bldg.
			Coffing	ELC.4008.1 (2)	JLA 457.Z	Ozone Bldg.
			Duff Lynx	LHH-2B (2)	NG 9401	Ozone Bldg.
			Coffing	LHH 2B (2)	ZH 9512	Ozone Bldg.
			Coffing	LHH 2B (2)	ZH 9512	Ozone Bldg.
			Coffing	LHH 2B (2)	ZH 9512	Ozone Bldg.
			Duff Lynx	LHH 3A (3)	JY 8609	Ozone Bldg.
			Coffing	LHH-2B (2)	WL 9809	Ozone Bldg.
			Coffing	LHH 2B (2)	WL 9809	Ozone Bldg.

West High Service Pump Station

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			CM	Cyclone *1 hoist (2 ½ ton - 4 rails*		WHS Building

Barton Hydroelectric Station – 201 Barton Shore Drive

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
	Hand Crane (2)		CM Satellite	(2)	ST5CJ	Hanging on 20T
			Duff Lynx	(2)	JY 8609	Basement 1
			Duff Lynx	LHH 3A (3)	JY 8609	Basement 2
	Free Standing Monorail (2)	L1116NT	CM	Load Star (2)		Basement 2
			Duff Lynx	(2)	C1F-693	Basement 2
Whiting	DG TR HC (20) - Bridge Crane		Whiting	Manual (20)		In Building

Barton Pump Station – 1010 Huron River Drive

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			R&M	BG (2)	39858 RN1	Motor Room
			Duff Norton (Little Mule)	LMHA (1)	BQ3	Motor Room
	Bridge Crane Manual (5)	15513	Union	M (5)	733	Motor Room

Ann Arbor Airport Well Houses – 4350 S. State Street

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
T&S	Mobile Gantry (1)	S387451	CM	Series 622 (1)	SC-8	741 Airport
Abell Howe		68497-1	Jet	L-90 (1)	7015 (21 W. Airport)	21 W. Airport
Abell Howe		68548-2	Jet	L-90 (1)	7015 (25 W. Airport)	7015 (25 W. Airport)

Glen and Fuller Pump Station – 520 Glen Ave.

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Coffing	LHH-1B (1)	TK 9706	Glen & Fuller

S. Industrial Pump Station – 1990 S. Industrial Hwy.

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Duff Lynx	LHH-1A (1)	JZ8709	South Industrial St.

Superior Hydroelectric Station – 6000 First Road, Ypsilanti

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
Spanco	Adjustable Mobile Gantry (2)	942083				Superior Hydro
Abell Howe	Manual W.M.J. (1)	2148397-1	CM	Cyclone (1)	S2408P5	Superior Hydro

Liberty Pump Station – 2675 West Liberty Road

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Coffing	LHH-1B (1)	RN 004	Liberty
			C M	622 (1)	SWR	Liberty

North Campus Pump Station – 1800 Beal Street

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
Manning, Maxwell, Moore	TR SG HC (3)	20377	R&M	F-2-BG (3)	H29046	North Campus

Wastewater Treatment Plant – 49 Dixboro Road

Crane Manufact.	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			R&M Crane	HKY74161 (20)		4 th Floor, Solids Bldg.
			Shawbox	L954365 (2)		East Plant Blower Bldg.
			Shawbox	L9-54364 (2)		East Plant Primary Bldg.
			Shawbox	L-954363 (2)		Solids Bldg, Storm water
			Shawbox	L9-54369 (10)		Solids Bldg, Plate Washer
			Shawbox	(2)		Thickner Bldg.
			Shawbox	L9-54367 (2)		Tert Bldg, Tail House
			Shawbox	L9-54366 (2)		Tert Bldg, Head House
			R&M	159618UG1 (2)		Dechlorination Room
			Coffing	M92840 (2)		Interceptor Bldg. Screw
			Shawbox	L8-52907 (3)		EQ Bldg. Screw Pump
			Shawbox	L8-52908 (3)		EQ Bldg. Hatchway
			Shawbox	L9-54370 (10)		Maintenance Shop
			Shawbox	(2)	122406	North Grit Garage
			TBD	TBD		EQ Bldg.

Wheeler Service Center – 4251 Stone School Rd.

Fleet Service Center

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Harrington Chain Hoist	(5)	045324031032	Fleet
			Harrington Chain Hoist	(2)	Ner1A66SY367800 070352MR1A66SY 368500019113	Fleet
			Harrington Chain Hoist	(1)	Ner1A645SY20260 0065532MR1A66S Y368400019096	Fleet

Vehicle Storage Building

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
			Harrington Chain Hoist	(1)	Ner1A645SY2026 00065531MR1A6 6SY36840001909 3	Utilities Dept.
			Harrington Chain Hoist	(1)	Ner1A64SY20260 0065529MR1A66 SY368400019094	Signs & Signals Dept.

Fire Station #1 – (111 N. Fifth Ave.)

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
Chisholm - Moore	Cyclone Model – M (2)	M66N77	Hand Chain Fall			Mechanics Bay
Wright MFG Co.	B.B. Model (1)		Hand Chain Fall			Mechanics Bay
Budgit	M-113450-11 (1/4)	152110	Electric Chain Fall	Cat # H-324-2R		Hose Tower

Fire Station #6 – (1881 Briarwood Cr.)

Crane Manufacturer	Crane Model / Capacity (Tons)	Crane Serial	Hoist Manufacturer	Hoist Model / Capacity (Tons)	Hoist Serial	Location
Budgit	113452-5 (1/2)	182281	Cat # C-356-2R			Hose Tower

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

The contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

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

each job category or division of the work force used in the completion of the City work;

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

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00

1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

**EXHIBIT B
LIVING WAGE ORDINANCE EXCERPTS**

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

1:813. Definitions.

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

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

less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

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

1:814. Applicability.

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

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$14.18 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**EXHIBIT B
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 \$12.70/hour when health care is provided, or no less than \$14.18/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 2014.
- 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: 734/794-6500

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour

If the employer provides health
care benefits*

\$14.18 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Procurement Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

Instructions for contractors 05/14

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

EMPLOYMENT DATA

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

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

1/12

Questions about this form? Call Procurement Office: (734) 794-6576

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