

REQUEST FOR PROPOSAL

RFP # 23-01

Carbon Replacement in Odor Control Units

Public Services Area – Wastewater Treatment Services Unit



Due Date: January 18, 2023 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor's Procurement Office is soliciting proposal bids for the following: The City of Ann Arbor Wastewater Treatment Plant (WWTP) has three Bay Products (then Enduro Composites) Hawk Radial Flow Odor Control Units that treat foul air in the Solids Handling Building. The work required under this proposal includes the removal and proper off-site disposal of the existing carbon and replacement with carbon supplied by the proposer in each of these units. Each vessel contains approximately 11,000lbs (345.2 cubic feet) of High Capacity carbon as specified in the detailed specifications. A total of 33,500 pounds shall be supplied. Bidder shall supply all labor and equipment necessary to complete the work. Work will commence after City Council approval (estimated February/March 2023) and contract execution. Based on the specifications provided herein. The pricing provided for this RFP shall be firm for one (1) year.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before December 21, 2022 at 10:00 a.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Nicholas Jaworski,
Assistant Wastewater Services Manager, Njaworski@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: December 20, 2022 at 2:00 p.m.

WHERE: The Ann Arbor Wastewater Treatment Plant, Administration building
Large conference room, 49 S. Dixboro Rd, Ann Arbor, Michigan 48105

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 23-01. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of February 6, 2023**. Offeror must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, January 18, 2023 by 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

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

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

- two (2) copies of the fee proposal

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

Proposals submitted should be clearly marked: **“RFP No.23-01 – Carbon Replacement in Odor Control Units”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48104

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

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

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

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

O. SCHEDULE

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

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	December 20, 2022 at 2:00 p.m.
Written Question Deadline	December 21, 2022 at 10:00 a.m.
Addenda Published (if needed)	Week of January 2, 2023
Proposal Due Date	January 2, 2023, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of February 6, 2023
Selection/Negotiations	February 2023
Expected City Council Authorizations	February/March 2023

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

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

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

1. REMOVAL AND DISPOSAL

The carbon in all three units shall be removed and disposed off-site in accordance with all local, state, and federal regulations. Removal shall be done in accordance with the manufacturer's recommended procedure as indicated below. All hauling and disposal costs and all costs for any testing or analysis by a qualified laboratory that is necessary for disposal are included as part of this work. No testing or analysis will be provided from the City. There will be approximately 33,500 pounds of carbon to be disposed of. The three units can be off at the same time for carbon removal if immediately followed by carbon installation. Use of City equipment other than the elevator is strictly prohibited. The elevator has a capacity of 10,000 lbs. and shall be protected with blankets to prevent any damage. No vacuum hoses (if needed) can be placed in stairwells; they must be placed outside of the building to reach from the ground level to the third floor.

The City will remove the lid and ductwork for access, only if the means, methods and equipment recommended by the manufacturer fail to work. The manufacturer recommends removing the lid only if absolutely necessary and utilizing the 8" ports for carbon replacement and inspection of the vessels and screens. The time frame for completion is expected within 2 weeks of starting. Once work begins it should continue until complete.

Media Removal

To Remove Media:

1. Make sure system fan is off.
2. Remove the media loading/unloading spin-off lids on top of the vessel.
3. Use appropriate media pneumatic vacuum system to suck media from vessel following vacuum equipment guidelines.
4. Once media is removed, inspect internal and media containment system for wear, damage, or deformation. Inform City of Ann Arbor personnel if any failures, issues, or damages are found in the carbon vessels. Entry into the vessels should not be necessary for inspection.
5. Dispose of spent media in appropriate and approved manner.
6. Install fresh media as described above.
7. Replace lids.
8. Follow system start up procedures.

2. ACTIVATED CARBON TO BE SUPPLIED

Bidder shall supply approximately 11,000lbs (345.2 cubic feet) of High Capacity

carbon per vessel as specified. A total of 33,500 pounds shall be supplied in a single delivery. Each lot of carbon shall be delivered with an accompanying analysis sheet. The carbon must be manufactured to adsorb vapor phase organic and malodorous compounds of the type typically generated in municipal wastewater. This media should have a 99% removal rate of H₂S and organic sulfides at the specified inlet concentrations. The media shall remove 95% minimum of non-sulfide VOC at the specified concentrations. Acceptable carbon is Jacobi Carbon AddSorb® Sulfox-HC or approved equal meeting the following specifications:

Apparent Density (g/cc): 0.39 – 0.41

Moisture: 8% max.

H₂S Breakthrough Capacity (g/cc of carbon): 0.28 minimum

Mean Particle Diameter: 3.9 – 4.1 mm

Lab data to verify the alternative meets the carbon specification for absorption rate must be included with any proposed alternative and the following test method shall be used: ASTM D 6646 – Test Method for Determination of the Accelerated Hydrogen Sulfide Break Through Capacity of Granular and Pelletized Activated Carbon.

Vessel Design Calculations

Air Flow: 6,150 cubic feet per minute

Vessel Diameter: 108 inches

Carbon Volume: 345.4 cubic feet

Contact Time: 3.37 seconds

Safety Precautions

It has been confirmed that wet granular activated carbon confined in vessels creates an oxygen demand, which is hazardous to human health and can cause death unless proper safety precautions are taken. Studies conducted in vessels have shown that low oxygen content exists in vessels containing wet carbon. Laboratory experiments conducted also have revealed that commercial activated carbons in a wet or moist condition will lower the oxygen content of an isolated space. Preliminary indications of this research are:

- The phenomenon occurs with wet activated carbon of all common types.
- The rate of oxygen uptake naturally varies with the degree of exposure of the wet carbon to the air. Thus, it is relatively rapid in a drained enclosure.
- There is some indication of a limit to carbon's capacity for oxygen, but until more is known, it would be prudent to assume that all carbon (fresh, used, reactivated) will also exhibit this characteristic. Similarly, although these tests were run with water, it should be assumed that the phenomenon would occur in other liquid and vapor systems.

All confined spaces, including those containing activated carbon, should be presumed to be hazardous. Appropriate safety measures should always be taken before entering, as well as when workers are in, a confined space. OSHA regulations applicable to respiratory protection in oxygen-deficient atmospheres should be strictly adhered to.

3. INSTALLATION OF CARBON

The correct amount of Carbon shall be installed into each of the three vessels, which are located on the third floor of the Solids Handling Building. Installation of the carbon shall be done in accordance with the Manufacturer's recommended procedure.

Media Installation

Before Installation

1. Visually inspect the vessel interior and media support baskets for any visible defects. Ensure the baskets are centered and straight.
2. Visually inspect that the polypropylene screen covering the baskets is intact.

Installation

1. Media can be either dumped into the vessel directly from the sack, or can be pumped.
2. Begin by carefully loading the inner media first. Open the four inner spinoff covers and fill the media through each one spin-off maintain approximately the same level in each of the fill points.
3. Fill the media until the solid part of the basket is filled.
4. Repeat the same procedure for the outer media. Make sure that the screen stays intact and does not allow any media to fall through.

4. WORK HOURS AND SAFETY EQUIPMENT

1. Work hours are Monday through Friday from 7:00 a.m. to 6:30 p.m. for any work that requires outdoor equipment (i.e. vactors and other noisy equipment). Saturday outside work hours require pre-approval by the City and would be from 10:00 a.m. to 5:30 p.m. All work that can be done inside the building with minimal noise and no equipment running outdoors may be done outside of the hours indicated previously with pre-approval by the City.
2. The contractor shall be responsible to supply any equipment needed to complete the project, which includes any and all safety equipment. All personnel working on the project will be required to wear hard hats, high visibility safety vests, safety glasses and steel toes boots.
3. The contractor is required to provide any engineering controls necessary to mitigate carbon dust at all times during the project.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

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

B. Past involvement with Similar Projects – 25 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

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

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

D. Fee Proposal - 25 points

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

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.

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

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

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

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

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

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – SDS COC PA HS3 Carbon

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

ATTACHMENT A
SDS COC PA HS3 CARBON



Canada Colors and Chemicals Limited

**152 Kennedy Road South
Brampton, Ontario
Canada
L6W 3G4**

General Inquiry Number: (905) 459-1232

**Material Safety Data Sheet
Attached**

MATERIAL SAFETY DATA SHEET




SECTION 1 : PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME : Steam Processed Coconut Shell Activated Pellet Carbon with Magnesium Oxide.
HS CODE* : 3802.10
MANUFACTURE CODE : Activated carbon
PROPER SHIPPING NAME : COC-PA60HS3
COMPANY IDENTIFICATION CONTACT DETAILS : Carbon Activated Corporation 3774 Hoover Rd Blasdel NY 14219
 TEL 7168217830 FAX 7168210790
VERSION : 1

(HS CODE* - Harmonized System Code)

This product is distributed by
 Canada Colors and Chemicals Limited
 General Inquiry: (905) 459-1232
 24 Hour Emergency: (416) 444-2112
 CCC: Product Code: **113506**
 CCC: Product Name: **ACTIVATED CARBON COC-PA60 HS3**



SECTION 2 : HAZARDS IDENTIFICATION

OSHA REGULATORY STATUS : None

HMIS* RATINGS :

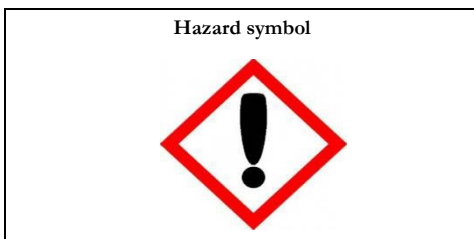
	Activated Carbon	Magnesium Oxide
Health	0	1
Flammability	1	0
Reactivity	0	0
Special		

4 = Extreme/Severe
 3 = High/Serious
 2 = Moderate
 1 = Slight
 0 = Minimum
 W = Water reactive
 OX = Oxidizer

HEALTH EFFECT : See section (4)

ENVIRONMENTAL EFFECT : See section (7)

GHS* CLASSIFICATION :



Hazard/Category
 Eye Irritation Category 2B
 Respiratory Irritation Category 3

Warning
 Contact may cause eye irritation. Dust may be slightly irritating to eyes and respiratory tract.

Wet activated carbon removes oxygen from air causing a severe hazard to workers in enclosed or confined space.

(HMIS* - Hazardous Material Information System, GHS* - Globally Harmonized System)

SECTION 3 : COMPOSITION / INFORMATION ON INGREDIENTS

Common name	Chemical Identity (% by weight)	CAS No	Impurities
Activated carbon (Steam processed coconut shell based)	75% - 100%	7440-44-0	None
Magnesium Oxide	up to 25%	1309-48-4	None

Carbon Activated Corporation 3774 Hoover Road Blasdel NY 14219
 PHONE: 7168217830, E-MAIL. nyinfo@activatedcarbon.com, FAX.7168210790

MATERIAL SAFETY DATA SHEET



SECTION 4 : FIRST AID MEASURES

ROUTES OF ENTRY

- Inhalation** : Dust may be inhaled and may cause mild irritation to the upper respiratory tract.
- Ingestion** : Dust may cause mild irritation to digestive track resulting in nausea or diarrhea
- Skin Contact** : Dust may cause mild irritation
- Eye Contact** : Dust may cause mild irritation

EFFECTS OF EXPOSURE : Inhalation of carbon dust may cause temporary discomfort. No adverse effects expected through skin or eye contact, but may cause mild irritation. Workers should also take appropriate precautions when dealing with spent (used) activated carbons which may exhibit properties of absorbed materials.

EMERGENCY AND FIRST AID

- Inhalation** : Expose to fresh air. Get medical attention for any breathing difficulty.
- Ingestion** : Give water to drink to dilute. If large quantities were swallowed, get medical attention immediately.
- Skin Contact** : Wash exposed area with soap and water. Seek medical attention if irritation develops.
- Eye Contact** : Immediately flush eyes with gentle but large stream of water for at least 15 min lifting lower and upper eye lids occasionally. Call a physician if irritation persists.

HEALTH HAZARD ACUTE AND CHRONIC : No data available.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE

: People with pre-existing skin conditions, eye problems or impaired respiratory function may be more susceptible to the potential effects of the dust.

SECTION 5 : FIRE FIGHTING MEASURES

	FLASH POINT	AUTO IGNITION TEMPERATURE
Steam activated Carbon	NA	Above 350 °C
Magnesium Oxide	NA	NA

But not available for mixture

FLAMMABLE LIMIT - LEL : Not applicable (Lower Explosive Limit)
 - UEL : Not applicable (Upper Explosive Limit)

EXTINGUISHING MEDIA : Water, carbon dioxide, nitrogen, dry chemical extinguishing agents, sand and foam. Avoid methods which may stir up dust clouds.

UNSUITABLE EXTINGUISHING MEDIA : Not known
SPECIAL FIRE FIGHTING PROCEDURE : Wet carbons adsorb oxygen, do not enter closed vessels without using a self-contained breathing apparatus. Magnesium Oxide may ignite and explode when heated with sublimed sulfur, Mg powder or Al powder . It reacts violently with interhalogens and produces fumes.

PROTECTIVE EQUIPMENT : In the event of fire, wear full protective clothing and NIOSH approved self contained breathing apparatus with full face piece operated in the pressure demand or other positive pressure mode.

Wet carbons adsorb oxygen, therefore do not enter closed vessels without using a self-contained breathing apparatus.

SECTION 6 : ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS : Use an extinguishing media suitable for the surrounding fire.
 Remove all sources of ignition. Ventilate area of leak or spill. Wear appropriate personal protective equipment as specified in section 8. Use non-sparking tools and equipment. Reduce airborne dust to prevent scattering by moistening with water. Pick up spill for recovery or disposal and place in a closed container.

ENVIRONMENTAL PRECAUTIONS : Carbon is not soluble, but can cause a particulate emission if discharged to waterways.
 Spills: Clean up spills in a manner that does not disperse dust into the air.

Warning! Spent carbon may have adsorbed hazardous materials.

MATERIAL SAFETY DATA SHEET



SECTION 7 : HANDLING & STORAGE

SAFE HANDLING : Minimize spills, generation of airborne dust and accumulation of dust on exposed surfaces. Adequate exhaust ventilation to be used to draw dust from working environment.
 : Use appropriate respirators, gloves and eye protection to prevent or minimize exposures to dust.

CONDITIONS FOR SAFE STORAGE : Store in cool, dry, ventilated place and in closed container. Keep away from oxidizers, heat or flames. Store away from ignition sources.

SECTION 8 : EXPOSURE CONTROLS/PERSONAL PROTECTION

Airborne Exposure Guidelines:	<u>Activated Carbon</u>	<u>Magnesium Oxide</u>
OSHA PEL (Occupational Safety and Health Association - Permissible exposure Limit) :	Data not available	TWA = 10(mg/m ³)
ACGIH TLV (American Conference of Governmental Industrial Hygienists - Threshold Limit Value):	Data not available	TWA = 10(mg/m ³)

Exposure Guidelines

Keep in airtight packing to prevent pickup of odors and moisture from air. Wet activated carbon depletes oxygen from the air and therefore dangerously low levels of oxygen may be encountered in confined spaces.

Ventilation System:

A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area.

Personal Respirators (NIOSH* Approved) :

For conditions of use where exposure to the dust or mist is apparent, Use NIOSH/OSHA* approved respirator for Phosphoric acid and dust/mist (non-toxic particles). Select the suitable respirator based on exposure limits. For emergencies or instances where the exposure levels are not known, use a full-face positive pressure, air-supplied respirator.

WARNING: Air-purifying respirators do not protect workers in oxygen deficient atmospheres.

Skin Protection :

Wear protective gloves and clean body-covering clothing. For personal hygiene purposes, use adequate clothing to prevent skin contact including boots, gloves, lab coat, apron or overalls as appropriate.

Eye Protection :

Use safety glasses/goggles when working with activated carbon. Contact lenses should not be worn. Install eyewash fountain and quick-drench facilities in work area.

(NIOSH* - National Institute for Occupational Safety and Health/ OSHA* - Occupational Safety and Health Association)

SECTION 9 : PHYSICAL AND CHEMICAL CHARACTERISTICS

APPEARANCE AND ODOUR : Black granules or powder ,odorless.

pH VALUE : 6 - 11

MOLECULAR WEIGHT : Not applicable

BOILING POINT : Not applicable

VAPOUR PRESSURE : Not applicable

SOLUBILITY IN WATER : Insoluble for Carbon, only Magnesium Oxide will be dissolved. (6.2mg/l (200C)

PARTICLE DENSITY : Nominal 0.82 g/cc

BULK DENSITY : 0.30 - 0.64 g/cc

MELTING POINT : Not applicable

FREEZING POINT : Not applicable

EVAPORATION RATE : Not applicable

FLASH POINT : Not applicable

PARTITION COEFFICIENT : Not applicable

DECOMPOSITION TEMP. : Not applicable for Carbon and Magnesium Oxide

VISCOSITY : Not applicable

MATERIAL SAFETY DATA SHEET



SECTION 10 : STABILITY AND REACTIVITY

CHEMICAL STABILITY : Stable under ordinary conditions of use and storage.

CONDITIONS TO AVOID : Moisture and incompatibles (See below)

INCOMPATIBILITY (MATERIALS TO AVOID)

Strong oxidizing chemicals such as ozone, liquid oxygen, chlorine, permanganate, chlorates, bromates, nitrates, etc. may result rapid combustion. Avoid contact with strong acids.

HAZARDOUS DECOMPOSITION PRODUCT/BY-PRODUCT : On burning carbon dioxide, carbon monoxide / Magnesium oxides.

HAZARDOUS POLYMERIZATION : Will not occur

SECTION 11 : TOXICOLOGICAL INFORMATION

ACUTE EFFECTS

Toxicity Studies

Oral LD50*	Not determined on the finished product
Dermal LD50*	Not determined on the finished product

Inhalation

Section (4)

Ingestion

Section (4)

Eye Irritation

Section (4)

Skin Irritation

Section (4)

Sensitization

Not determined on the finished product

Target organ(s) or System

Eyes, skin and upper respiratory system

Signs and Symptoms of Exposure

Irritation and redness of eyes, irritation of skin and respiratory system may result from exposure to carbon dust.

Chronic Effects

Carcinogenicity

Not determined on the finished product.

Mutagenicity

Not determined on the finished product.

Reproductive effects

Not determined on the finished product.

Development factors

Not determined on the finished product.

(LD50* - Lethal Dose expected to kill 50% of a group of test animals)

SECTION 12 : ECOLOGICAL INFORMATION

Eco toxicity : Not determined on the finished product.

Persistence/degradability : Not determined on the finished product.

Bioaccumulation/Accumulation : Not determined on the finished product.

Mobility in Environmental Media : Not determined on the finished product.

Other adverse effects : Not determined on the finished product.

SECTION 13 : DISPOSAL CONSIDERATIONS

Approved waste disposal facilities should be used for material that cannot be recycled/regenerated appropriately. Processing, use or contamination of this product may change the waste management options. Country, Federal, State, City and local disposal regulations may differ from each other. Consider potential hazards of any adsorbed material before disposal.

MATERIAL SAFETY DATA SHEET



SECTION 14 : TRANSPORT INFORMATION

Proper Shipping Name: Activated carbon (Not DOT* regulated)	Identification Number: Not applicable for finish product	Packing Group NOT REGULATED FOR MIXTURE
UN NO* 1362 for Carbon	IMCO* CLASS 4.2 for Carbon	

Note: Activated carbon passes the test for self-heating substances as reflected in the United Nations Recommendations on the Transport of dangerous Goods, manual of Tests and Criteria (see 33.3.1.3.3) and is not considered spontaneously combustible. Therefore, the provisions for shipping activated carbon, class 4.2, in the IATA*, ICAO*, and IMDG* Code publications do not apply to shipments of this material.

(DOT* - Department of Transportation, UN NO* - United Nations Hazardous substance No, IMCO* - Intergovernmental Maritime Consultative Organization, IATA* - International Air Transportation Association, ICAO* - International Civil Aviation Organization, IMDG* - International Maritime Dangerous Goods)

SECTION 15 : REGULATORY INFORMATION

SARA* Title III, Section 302:	<u>Activated carbon</u>	<u>Magnesium Oxide</u>
SARA* Title III, Section 313:	Does not contain any chemicals under this section.	
OSHA*	Does not contain any chemicals under this section.	
TSCA*:	Activated carbon is listed on the TSCA inventory list.	
California proposition 65:	Activated carbon and magnesium Oxide is listed on the TSCA inventory list.	
U.S. Federal Regulations:	Does not contain any chemicals currently in the California List of known carcinogens and reproductive toxins.	Magnesium Oxide listed
Chemical inventory status	OSHA* (29 CFR 1910.1200) - Air contaminate, Table Z-1-A CERCLA* (40 CFR 302.4) - Contains no CERCLA hazardous substance RCRA* For Activated Carbon (40 CFR 261.33, 261.20-24) - Listed hazardous waste: No.	

	<u>Japan</u>	<u>Australia</u>	<u>Korea</u>	<u>CANADA</u>	<u>Phil.</u>
	<u>DSL*</u>	<u>WHMIS*</u>			
	No	Yes	Yes	Yes	Yes

* This is given only for activated carbon, information not available for finished product.
(SARA* - Superfund Amendments and reauthorization Act, TSCA* - Toxic Substances Control Act, OSHA* - Occupational Safety and Health Association, CERCLA* - Comprehensive Environmental Response, Compensation and Liability Act, RCRA* - Resource Conservation and Recovery Act., DSL* - Domestic Substance s List, WHMIS* - Workplace Hazardous Material Information System))

SECTION 16 : OTHER INFORMATION

Do not enter vessels containing wet Activated Carbon before checking oxygen level. Vessels with limited ventilation may be low in oxygen due to the adsorbing characteristics of Activated Carbon. If necessary, use a NIOSH-approved self-contained breathing apparatus.

Dangerous goods regulation-
Steam activated carbon (HS CODE 3802.10) is not classified as dangerous good as per UN No 1362, IMCO Class or division 4.2, Packing group III, Special provisions 925

Special Provision 925 - The provisions of this Code do not apply to:

- carbons made by a steam activation process.
- a consignment of carbon if it passes the tests for self-heating substances as reflected in the UN Manual of Tests and Criteria (see 33.3.1.3.3), and is accompanied by a certificate from a laboratory accredited by the competent authority, stating that the product to be loaded has been correctly sampled by trained staff from that laboratory and that the sample was correctly tested and has passed the test

EMPLOYERS SHOULD USE THIS INFORMATION ONLY AS A SUPPLEMENT TO OTHER INFORMATION GATHERED BY THEM AND SHOULD MAKE INDEPENDENT JUDGMENT OF SUITABILITY OF THIS INFORMATION TO ENSURE PROPER USE AND PROTECT THE HEALTH AND SAFETY OF EMPLOYEES. THIS INFORMATION IS FURNISHED WITHOUT WARRANTY AND ANY USE OF THE PRODUCT NOT IN CONFORMANCE WITH THIS MATERIAL SAFETY DATA SHEET OR IN COMBINATION WITH ANY OTHER PRODUCT OR PROCESS, IS THE RESPONSIBILITY OF THE USER.

Last Revised date: January 2015

* THIS MSDS IS VALID UNTIL THE NEXT VERSION.

-oOo-

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

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

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

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

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

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

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

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

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

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

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023

\$14.82 per hour

If the employer provides health care benefits*

\$16.52 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

("Services") and to furnish all 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 ("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits
Invitation to Bid No. _____ and all Addendum thereto (if any)
Bid Proposal of Contractor, dated _____, and restated and
attached
as Exhibit A.

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, the requirement(s) of the document listed first above shall prevail over any conflicting requirement(s) of a document listed later.

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

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

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed _____ (\$_____). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

Under this Agreement, 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 Agreement and the Ann Arbor City Code of Ordinance are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. 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, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. 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 the Services it is to provide pursuant to 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.
- E. The 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 and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

X. OBLIGATIONS OF THE CITY

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

XI. ASSIGNMENT

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

XII. TERMINATION OF AGREEMENT

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

XIII. REMEDIES

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

XIV. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)
301 E. Huron St.
Ann Arbor, Michigan 48104

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

XV. CHOICE OF LAW AND FORUM

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

XVI. OWNERSHIP OF DOCUMENTS

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR _____

Contractor Name

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

By _____

Milton Dohoney Jr., City Administrator

Type Name

Service Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

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

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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

5. Contractor pollution liability insurance, written on a per occurrence basis, with \$1,000,000 limit including products pollution liability and transportation pollution liability for all deliveries.
- B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.