

REQUEST FOR PROPOSAL
FOR
DEVELOPMENT AND DELIVERY OF RECREATIONAL GOLF OPPORTUNITIES AT
HURON HILLS GOLF COURSE



_____, 2010

RFP NO. 762

COMMUNITY SERVICES AREA

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48107

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SECTION 1 GENERAL INFORMATION AND INSTRUCTIONS

REQUEST FOR PROPOSAL

The City of Ann Arbor is seeking the services of an organization to provide recreational golf opportunities at Huron Hills Golf Course (HHGC) that add to the welfare, accommodation, convenience, and enjoyment received by the general public and, in particular, the golfing public. The selected Organization will develop and deliver comprehensive recreational golf opportunities through high-quality customer service that meet the needs of residents in the City of Ann Arbor and surrounding communities.

PURPOSE

The City of Ann Arbor owns and operates Huron Hills Golf Course (HHGC). The City is seeking creative proposals to maximize the recreational golf opportunities available at HHGC to the community. Currently, HHGC operates as an 18-hole course with 7 holes north of Huron Parkway and 11 holes south of Huron Parkway. The land may remain similar in layout to its current form, or may be recommended for alternative golf use in the submitted proposal. The City will retain ownership of the buildings and property, and any improvements will become the property of the City. All proposals, whether based on the existing course design or an alternative design proposal, must incorporate the following principles:

- Commitment to growing the game of golf.
- Conduciveness to entry level golfers.
- Accessibility and affordability of recreational golf opportunities, especially for children and seniors.
- To better serve the Ann Arbor golf community.

OVERVIEW OF THE CITY OF ANN ARBOR

The City of Ann Arbor, with a population of just over 114,000 encompasses 27 square miles. Ann Arbor has received numerous national awards for being one of the best places to live in the United States and has been regarded as one of the “Top-Rated Mid-sized Metro (No.5, Bizjournals, 2009 list), “Best Place to Raise your Kids” (Business Week Magazine, 2009 list), “Healthiest Hometown in the United States” (No. 1, AARP The Magazine), “The 20 Best Places to Retire” (No. 3, Black Enterprise Magazine, 2008), and “100 Best Places to Live and Launch 2008” (No. 42, Fortune Small Business), among others.

OVERVIEW OF HURON HILLS GOLF COURSE

Huron Hills Golf Course is a 5,071-yard, par 67 golf course with a slope rating of 107, with views of the Huron River, located minutes from downtown Ann Arbor, the University of Michigan, and three major hospitals. The golf course is run by the City of Ann Arbor and is part of the Parks & Recreation Service Unit.

The course was designed in 1922 by Thomas Bendelow, a renowned golf architect, well respected in the history of the game. For example, he designed the Medinah course in Chicago which has hosted numerous PGA and USGA events.

The City origins of Huron Hills Golf Course are traced to September 1949, when the University of Michigan gave the deed to the lower 9 holes of Huron Hills Golf Club and \$10,000 to the City in exchange for Felch Park. In November 1951, the City purchased an additional 57.5 acres of adjoining land using accumulated fees to construct the back nine.

The golf course sits on 116 acres of land, and is bisected by Huron Parkway. Holes #1 through 7 are located north of Huron Parkway and holes #11 through 18 are located south of Huron Parkway. The first seven holes are fairly flat, with a creek running through four holes, and a wetland area present on the 6th hole. Greens tend to be small, and bunkering is light. A basic clubhouse, maintenance facility, practice putting green, and parking lot that can accommodate approximately 50 cars are also located on this side of the golf course. The course sells limited merchandise and concessions, and does not have a liquor license. Huron Hills was a walking-only course until 2009 when golf carts became available for rental. A limited fleet of carts is now available for rental.

The last 11 holes are on much hillier terrain which affords spectacular views. There are many mature trees and most holes are bordered by dense woods. A practice green complex and hitting nets are also located on this side of the parkway, and lessons for juniors and adults are offered throughout the year, along with junior camps in the summer. The last 11 holes are a unique combination of short, risk/reward par 4's and difficult par 3's. There is a pond on the 14th hole and the greens are small, and bunkering is light.

Irrigation water is provided from the Huron River, and a new pump station was installed in 2006. Irrigation control boxes were replaced in 2009. The overall irrigation system, after these improvements, is considered to be in good shape. Maintenance equipment that may be considered available for use by the successful Respondent is listed in Appendix F. Both unleaded and diesel fuel is available on site.

As Huron Hills is an old design it is considered a "short" course by modern standards. This presents both a benefit and a challenge in operation: the length of the course makes it well suited for juniors, seniors and new entrants to the game but also renders it less competitive in the mainstream market.

In 2007, Golf Convergence, Inc. produced a six-year business plan for the operations for the City's golf courses. Ideas from this were incorporated in a resolution passed by City Council in 2008 recommending improvements at Huron Hills Golf Course and Leslie Park Golf Course. Proposed improvements were wide-ranging, including equipment, staffing levels, and enhanced marketing. Huron Hills has seen increased use as these improvements have been implemented. In 2007, HHGC had 13,913 starts. The 2008 season saw 15,558 starts, and the 2009 season saw 21,229 starts. Even with increased play HHGC continues to operate at a deficit. In fiscal year 2007, HHGC recorded a net loss of \$145,845. In 2008 the amount was \$195,514, and in 2009 the amount was \$276,164. The forecasted loss for 2010 is \$251,000.

OBJECTIVES

Respondents will be expected to address all of the following in their proposal:

1. Strategic Vision for HHGC. The proposal must demonstrate how it will enhance and grow the game of golf and the long-term use of the site. Preference will be given to proposals that incorporate innovative marketing and community-based elements. Proposals should also consider the relationship of HHGC to the City's other public course, Leslie Park Golf Course, and the City park system and identify any potential beneficial elements to those relationships.
2. Financial Return to the City. The proposal must demonstrate a financial benefit to the City taking into consideration golf operations, pro-shop operations, food and drink concessions, sale of merchandise, instructional programs, and off-season recreational activities. Preference will be given to proposals that recognize and balance the financial and operational risks and rewards between the City and Respondent. The City desires a long-term, sustainable operation. Preference will be given to realistic assumptions towards achieving this end.
3. Corporate Experience and Financial Stability. The City preference is an experienced Respondent who can demonstrate it has the equity capital or has the resources and ability to secure financial commitments for all financing necessary to fulfill the obligations of the Respondent's proposal in a reasonable time frame but no longer than within three months of award of the contract.
4. Management and Oversight. The proposal must provide a detailed business plan that recognizes the City's role in oversight of City land, and identifies how the existing two full-time employees may be incorporated.
5. Environmental and Ground Conditions. Any design or development should incorporate best practice in stormwater management, and if possible highlight other environmentally-friendly design elements. There are no other specific restrictions which impact potential design or site renovations although alternative usage should be aligned with strategies contained in the Parks and Recreation Open Space (PROS) plan. All Respondents should be prepared to address how both ground conditions and operations would be impacted during the implementation phase of their proposal.
6. Development Plan. The City considers time of the essence in connection with the implementation of the plan, in entirety as well as, if applicable, any design or site renovations component. Respondents should include a detailed time frame for their development plan. Considerations should be given to identification of any anticipated business interruption the City might experience in connection with implementation of the development plan (e.g. nature and length). Preference will be given to proposals that include appropriate financial off-sets for this period.

The Parks and Recreation Services Manager, or designee, will oversee the direction and quality of work by the selected Organization.

It shall be the responsibility of the Respondent to verify the compliance with the above objectives and the requirements of this RFP, the features reviewed within the pre-proposal meeting, and any additional specifications released in subsequent RFP clarification addendum, and to include in its response the programs and services necessary to meet the total requirements of this solicitation.

General

Work to be done under this Contract is generally described in the RFP and proposals must be submitted in accordance with the specifications in the document. Any proposal that does not conform fully to these instructions may be rejected.

Issuing Office

The City of Ann Arbor Procurement Services Office has issued this Request for Proposal. All contact regarding this RFP is to be directed to:

Dee Lumpkin
Customer Service Procurement Assistant
Financial Services Area
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, Michigan 48104

Phone: (734) 794-6576
Fax: (734) 994-1795
Email: dlumpkin@a2gov.org

Contract Administration

Following the execution of the contract, all communications concerning the contract must be directed to:

Colin Smith, Parks and Recreation Services Manager
Parks and Recreation Service Unit
City of Ann Arbor
100 N. Fifth Ave
PO Box 8647
Ann Arbor, MI 48107

Telephone: (734) 794-6230 ext. 42500
Fax: (734) 994-8312
E-Mail: csmith@a2gov.org

PROPOSAL SUBMISSION, EVALUATION AND AWARD SCHEDULE

| Date | Activity |
|--------------------|--|
| September 3, 2010 | RFP Issued |
| September 17, 2010 | Deadline to Request Site Visit appointment |
| September 24, 2010 | |

| | |
|-------------------|--|
| October 1, 2010 | Deadline for Conducting Site Visit |
| | Deadline for Submittal of Requests for Clarification of RFP requirements |
| October 8, 2010 | Mandatory Pre-Proposal Meeting |
| October 29, 2010 | RFP Response Deadline |
| November 1, 2010 | RFP Evaluation Begins |
| November 15, 2010 | RFP Interviews Begin |
| December 8, 2010 | Golf Task Force Review |
| December 21, 2010 | Park Advisory Commission Review |
| TBA | Organization's Selection Submission for Approval by City Council |
| TBA | Contract Services Start Date |

*This schedule is for informational purposes only, and is subject to change at the City's discretion.

Proposal Submissions

Proposals must be submitted in the proposal format required. Sealed proposals will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which proposals will be publicly opened. Each proposal must be enclosed in a sealed envelope, endorsed across one end: RFP NO. 762, DEVELOPMENT AND DELIVERY OF RECREATIONAL GOLF OPPORTUNITIES AT HURON HILLS GOLF COURSE.

One original and an electronic copy in pdf format of the Proposal shall be submitted. The information included therein should be as concise as possible. To be considered each Respondent must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of the proposals is to be made by the Respondent. Appendix A of this RFP, Legal Status of Proposal Respondent and Contract Compliance Form must be completed and returned with the proposal. An official authorized to bind the Respondent to its proposal provisions must sign each proposal copy in ink.

Proposals must arrive on or before the time and date specified. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Respondent is responsible for the actual delivery of the proposals to the City of Ann Arbor Procurement Services Office as of the deadline. Respondents agree to honor their proposal for a period of one hundred eighty (180) days from the proposal due date. All proposals become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

The City accepts no financial responsibility for costs incurred by any Respondent in responding to this RFP. By responding to this RFP the Respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal.

Proposal Clarifications

Should any prospective Respondent be in doubt as to the true meaning of any portion of this solicitation, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests may be submitted during the proposal cycle from the release date through the deadline specified and will only be accepted by e-mail to csmith@A2gov.org. **All clarification request submissions must be received no later than October 1, 2010, 1:00 P.M.** The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a proposal addendum. Staff will e-mail any addendums to each prospective Respondent's Primary Contact recorded as having attended and signed the roster at the pre-proposal meeting. Any addendum issued by the City shall become part of this solicitation. Respondents should consider, and must include, issued addendums in preparing their proposals. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

Pre-Proposal Meeting

A MANDATORY pre-proposal meeting will be held at 1:00 p.m. on October 8, 2010, 6th Floor Conference Room, City Hall, 100 N. Fifth Avenue, Ann Arbor. The purpose of this meeting is to discuss the objectives and requirements of the RFP and its implementation with prospective respondents, and to answer questions concerning the RFP. Any questions and answers furnished will not be official until verified in writing and if appropriate an addendum will be issued by the Parks and Recreation Services staff. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies will be provided to all in attendance. It is required that interested parties attend this meeting. A Respondent may not bring more than two persons to the pre-proposal meeting. It is required that one of the two persons in attendance for a Respondent be the intended primary contact for the Organization if the contract is awarded to that Organization.

FAILURE TO ATTEND THE MEETING OR SIGN THE RFP NO. 762 ROSTER AT THE PRE-PROPOSAL MEETING WILL AUTOMATICALLY DISQUALIFY A RESPONDENT FROM SUBMITTING A VALID PROPOSAL. Any proposal(s) submitted by a party not attending or signing the roster at the pre-proposal meeting will not be opened or considered.

The City does not warrant or guarantee the accuracy of the information provided within this RFP or distributed at the Pre-Proposal meeting. Rather, it is providing the information for background purposes only, and not for any other purpose. Potential Respondents are not relieved of their

responsibility to make personal investigations to determine the overall requirements, the work involved, and the condition of the current facilities, and shall determine to its own satisfaction the conditions to be encountered, the nature of the environment, the difficulties involved, and all other factors affecting the work proposed pursuant to this Request for Proposal.

No Meeting Minutes will be taken. Questions answered during the meeting will not be written in further addenda, unless additional clarification(s) are required. Questions left unresolved from the meeting will be addressed within a written addendum, and sent through e-mail to each Respondent's primary contact.

SELECTION CRITERIA

All submissions shall be evaluated with the emphasis placed on the Respondent's ability to meet the City's requirements, the responsiveness of the proposal, financial benefit to the City, and the criteria specified below. The City intends to enter into a relationship with a well-established Respondent whose programmatic and services philosophy best serve the needs of the City, and which meets the requirements presented within this RFP. The selected Respondent must have the necessary background, experience, staffing, and administrative and financial support to meet and sustain the goals of providing golf services to the neighborhood communities.

Responses to this solicitation will be evaluated by a Selection Committee composed of staff from the City's Community Services Area and Financial Services Area, representative(s) of the City Council, Parks Advisory Commission, and Golf Courses Task Force which will provide advice to the Community Services Area Administrator, who will recommend the Respondent for selection to City Council. Submissions will be evaluated through a weighted point system that will include, but will not be limited to, the areas outlined:

Proposal Evaluation

| | |
|-----------|---|
| 15 points | Professional Qualifications - preference may be given to team experience and individual team member experience (Objective 3, 4) |
| 30 points | Proposed Work Plan – benefit to users of facility (Objective 1, 4, 5, 6) |
| 40 points | Proposed Work Plan – financial benefit to City (Objective 1, 2, 3, 4) |
| 15 points | Interview/Presentation |

The Selection Committee will initially evaluate responses to this RFP and decide which Respondent(s), if any, they will interview. Demonstrated ability to meet the City's minimum desired objectives will be a factor in the City's evaluation.

The selected Respondent(s) will have the opportunity to discuss in more detail their qualifications, their experience, proposal (including their anticipated development, business and financial plans) and processes proposed during the interview process.

The City reserves the right to not consider 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 Contractor to be a candidate for an interview. The Committee may contact references to verify material submitted by the Respondent. 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.

Interviews:

The Committee shall schedule interviews with the selected Respondent(s). The selected Respondent(s) will be given the opportunity to discuss in more detail their qualifications and their submitted proposal. The interview shall consist of a presentation of approximately sixty (60) minutes by the selected Respondent, including the person who will be the project manager on this Contract, followed by up to forty (40) minutes of questions and answers. The selected Respondent may use audiovisual aids during the oral interviews. Interviews may be televised and open to the public.

The Respondent will be re-evaluated by the above criteria after the interview. After evaluation of the proposals, Finalists may be requested to separately present their proposals to Golf Task Force and/or Parks Advisory Commission in an informational meeting format.

Further negotiation will be pursued with the selected Finalist leading to a recommendation by the Community Services Area Administrator to City Council for the award of a contract.

The City will seek to enter into a contract with the Respondent with the highest proposal quality most complete, accurate and detailed development and business plans, most favorable pricing, viability, and proven ability to execute. If differences cannot be resolved, the City may open negotiations with the Respondent with the next highest overall strength, completeness, ability and value.

COMPLIANCE REQUIREMENTS

Non-Discrimination By City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

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 Human Resources 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 firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Human Resources Director as having fulfilled affirmative action requirements for a period of twelve (12) months at which time the Human Resources Director will conduct another review. Other firms shall develop an affirmative action program in conjunction with the Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and

females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

Living Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance.

CUB Agreement

In submitting a proposal, Respondents should be aware that the Ann Arbor City Council has adopted Resolution R-09-459, which requires that all invitations to bid which are released and awarded by the City of Ann Arbor for construction contracts include, as a condition of award, the requirement that all contractors and subcontractors execute a CUB agreement with the SBTC. Each contractor and subcontractor at all tiers of a project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the SBTC. Alternately, when no other agreement exists, a Contractor may sign a one-time project agreement for the CUB project, covering that construction project only.

Independent Cost Determination

1. By submission of a proposal, the Respondent certifies in connection with this proposal: (a) It has arrived at the costs in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal Respondent or with any competitor; (b) Unless otherwise required by law, the costs which have been quoted in the proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other prospective Respondent or to any competitor.; and (c) No attempt has been made or shall be made by the proposal Respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that he/she is the person in the proposal Respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1(a)-(c) above. If 1(b) has been modified or deleted, the proposal will not be considered for award unless the Respondent furnishes with the proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and the City determines that such disclosure was not made for the purpose of restricting competition.

CONTRACT FOR SERVICES

The City of Ann Arbor will continue to own the land which comprises the Huron Hills Golf Course, which is and will remain a part of the City's Park System to be operated as a fully public recreational facility under the supervision and control of the Parks and Recreation Services Unit. The selected Respondent would serve as an independent contractor providing professional, private, on-site golf management pursuant to a negotiated Agreement with the City. The Respondent selected will be required to execute a Design/Development and/or Concession Agreement with the City.

The City will not entertain requests to negotiate a Concession Agreement that constitutes a grant of any real estate interest in the recreational facility or the golf course property.

Any proposal request to negotiate a Concession Agreement or other form of Management and Operations Agreement should take into consideration any financial and/or tax impacts to the Respondent: Respondents are advised to review all pertinent laws and regulations. The City recommends Respondents review the proposals with their legal and accounting advisors prior to submission. The City will not entertain requests to negotiation Agreement terms which exceed a term of twenty (20) years (including any extension right); establish management compensation based on net profits; or otherwise conflicts with or fails to meet the requirements for a "qualified management agreement" under Internal Revenue Code regulations (see Revenue Procedure 97-13) or the "concession exemption" under the Michigan General Property Tax Act (Public Act 206 of 1893, as amended).

In addition to the general conditions stated in Appendix B, the City will require as a term of any agreement the retention of its right to periodic performance and quality reviews with the right of early termination at specified junctures based on performance issues and/or default; elements of control and supervision (including but not limited to full access to books and records, controls as to hours of operation, product and service lines, pricing of products and services, advertising and branding; the ability to maintain an on-site Parks office; and a minimum percentage of gross income from various components of golf course operations (e.g. green fees, cart rentals, driving range ball rentals, golf shop merchandise sales, food and beverage sales) with a minimum required payment, such that the balance of gross income less expenses would constitute the selected Respondent's compensation.

The Respondent selected to provide the services requested under this RFP agrees to complete negotiations and execute the contract(s) within ninety (90) days of the award of the contract and provide proof of insurance in accordance with the contract terms.

RESERVATION OF RIGHTS

The City reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the award in any manner the City believes to be in its best interest.

The City reserves the right to request any additional information from the Respondent that may be deemed necessary for evaluation.

SECTION 2 PROPOSAL SCOPE OF SERVICES

Service Requirements

Design and Development of HHGC

The selected Respondent will evaluate current operations at HHGC. Based on this assessment, the selected Respondent will develop and deliver a comprehensive plan that will result in high-quality recreational golf opportunities that meet the needs of residents in the City of Ann Arbor, while providing demonstrable financial benefit to the City and Parks & Recreation Services Unit. To achieve these outcomes the selected Respondent will be expected to complete Tasks I – V as identified below.

Task I: Assessment of Huron Hills Golf Course

- A. Conduct a thorough assessment of current operations at HHGC.
- B. As part of the proposal, provide an assessment report for HHGC that shall address the following:
 - 1. Summary of assessment findings.
 - 2. Identification of existing services and programs that are determined to be priority services and programs that should be continued.
 - 3. Proposal of new services and programs that are determined to be integral to the success of HHGC.

Task II: Proposal of Services

- A. Develop a proposal of services for HHGC that is based on findings from Task I and professional expertise. The proposal should address current operations at HHGC and define how the proposal aims to improve these.
- B. Develop a financial plan that demonstrates financial risks and rewards for the Respondent and the City.

Task III: Proposal Implementation

- A. Describe the proposal implementation plan.
- B. Identify partnering group(s), if any, that will be involved with program implementation; define the roles and resources of the partnering group.
- C. Define other relevant program delivery considerations, including but not limited to scheduling, facilities, equipment, staffing considerations, and risk management.

Task IV: Staffing Plan

- A. Develop a staffing plan to support the proposal that is set forth in Task II. Define the number of key staff that is to be assigned to HHGC. Define the qualifications for key staff.
- B. Proposed staffing plan shall include opportunities for the two existing full-time employees at HHGC.

Task V: Marketing

- A. Develop a marketing plan to communicate proposal to greater Ann Arbor golfing community. Describe how the proposed marketing efforts will result in developing an awareness of HHGC and encourage increased participation, especially by entry level golfers, children, and seniors.

Management of HHGC

Subject to the reservations and restrictions stated in Section 1, Contract for Services, above, the selected Respondent would operate all facets of HHGC operations, and would be required to operate the golf pro shop and instructional programs. The selected Respondent would be responsible for purchasing, at its own cost and in its own name all equipment and inventory used in connection with the operations and programs at HHGC. (The selected Respondent would have the right to, and could elect to, use the equipment listed in Appendix F to fulfill this requirement.) It is expected that the programs offered and the golf pro shop be comparable to other golf retail operations in the general community. The selected Respondent would be responsible for utilities and insurance for areas it operates.

Assumptions

When developing the proposal, Respondents should be cognizant of the following assumptions:

1. The City of Ann Arbor remains the owner of the Huron Hills property, its buildings and appurtenances.
2. Any agreement regarding HHGC does not include the use of any park space or facility in surrounding park areas or elsewhere in the City of Ann Arbor park system.
3. The selected Respondent expressly guarantees *not* to abandon or otherwise fail to operate any of HHGC without obtaining the express written consent of the City.
4. The selected Respondent shall perform services satisfactory to the City and in compliance with all applicable industry standards.
5. Unless otherwise authorized by prior written approval of the City, the selected Respondent shall only conduct activities stated in this RFP and the negotiated contract(s).
6. The selected Respondent shall make any and all alterations and/or additions necessary to HHGC that may be required to fulfill the agreed conditions of service, State law, City ordinance or regulations. All such alterations and/or additions must be approved in writing in advance by

the City. Said approval shall be subject to satisfactory evidence of financial ability to complete the alterations and/or additions in a timely manner. If any alterations and/or additions are required, the Contractor shall bear the full cost.

7. The offerings of items for sale or rent, or engaging in activities outside the scope of the services deemed inappropriate by the City are strictly prohibited. In the application of appropriateness, the City may use, as a standard for appropriateness: price, quality, or quantity of the item proposed for sale or rent; the practice in other public and/or private facilities in the surrounding area providing similar services.
8. The Contractor shall provide to the City, on a schedule to be determined by the City, true and complete records and accounts of all gross income accruing from the operations of an Agreement including daily bank deposits, and on an annual basis furnish a true and accurate statement for the preceding calendar year of all such receipts and business transactions during preceding year which statement shall be certified by an authorized representative of the Contractor to be true and accurate.
9. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the City's Chief Financial Officer and to give the City access during reasonable hours to such books and records without notice at any time. Record retention shall follow established legal requirements. Routinely, the Contractor shall provide an auditor's certification as to the accuracy of accounting and its methods with each annual statement.
10. The Contractor shall maintain at its own expense all utilities comprising heat, electricity, gas, hot and cold water, waste water, storm water, telephone service, and internet service, and shall pay all utility bills and all other charges incurred for the efficient operation of an Agreement.
11. The Contractor shall assume all risks of operation and shall procure and maintain, at its own expense, during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor, by any subcontractor or anyone employed by them directly or indirectly. The insurance policies specified in Appendix B are required. Additional coverage may be required in connection with any new construction or renovation to the recreational facilities in connection with the proposal.
12. The Contractor shall at all times when the Premise is open and in operation keep and maintain on the Premise adequate stocks of merchandise of top quality, to the end that the business to be conducted by the Contractor hereunder shall be operated properly, efficiently and to its best advantage for the convenience of the public. Merchandise shall be dispensed in accordance with all applicable laws, ordinances, and regulations.

13. No alcoholic beverages may be sold or consumed on the premises except in accordance with the rules and regulations of the Michigan Liquor Control Commission and the Ann Arbor Police Services.
14. The contractor shall maintain all equipment in good condition, whether pre-existing or subsequently obtained from the inception of the agreement.
15. With the exception of improvements made for emergency purposes or improvements having a value of \$10,000 or less, the Contractor shall make no improvements without the City's written consent. Improvements shall be held to all applicable code standards and require all applicable permits and licenses.
16. The contractor shall keep HHGC in clean, sanitary, and orderly condition at all times, and shall conduct any authorized concession services strictly in accordance with the requirements of the City Code.
17. The City shall have the right to enter the Premises at all reasonable hours for the purpose of examining and inspecting said Premises for any purpose necessary, incidental or to be connected with the performance of its obligations hereunder, or in the exercise of its governmental functions, or for any other reasonable purpose.
18. The Contractor shall perform the services during such hours as are approved and designated by the City.
19. The Contractor shall be required to relieve the City of all operating and capital expenses associated with HHGC unless specifically agreed to by the City. Respondents are advised that any request for City-funded capital improvement on-site will be considered only if the project constitutes a public purpose and meets all statutory financing and City debt service conditions.
20. Payment shall be made monthly, based upon terms presented in Contractors proposal, if mutually agreeable, or based on terms negotiated by both parties prior to entering into an agreement based on accepted proposal.

Upon acceptance of a Contractor's proposal, staff will recommend that the City Administrator, or his designee, be authorized and directed to negotiate and execute a contract based on the response to the RFP for an initial term, subject to review and approval as to form by the City Attorney, and to execute any additional documents that may be necessary under such a contract.

SECTION 3 INFORMATION REQUIRED FROM ALL PROPOSAL RESPONDENTS

Format

Proposals shall not exceed twenty (20) double-sided pages in length, including maps and plans. Each section of the proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. To be considered responsive to this RFP, a prospective Respondent must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

Proposals should be submitted using the following format:

Section 1: Proposal Statement (format attached – Appendix A)

Section 2: Project Description: This section should provide a narrative summary description of the proposed design and development project. Proposed uses, number and type programs, phasing, concept and building design objectives shall be addressed. This section should also provide an analysis of the impact of the project upon the community, including economic impact through commercial activities, traffic impacts, and other related facets.

Section 3: Project Schedule: This section should include a project completion schedule including start and completion dates and other key dates as identified for action. The proposal must include the time period by which this project will be initiated and completed.

Section 4: Staffing. This section should identify the professionals who will provide the following components of the project: design/development team, construction/renovation (if applicable), management and operations. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Identify 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 individuals who will do the work on this project by name and title. Resumes or qualifications of proposed project personnel may be submitted as an appendix.

The City of Ann Arbor does expect to have a dedicated staffing assigned to design and implementation of Respondent's proposal, management and operation of the golf course, if awarded the contract for services. The purpose of this request is to make sure the Respondent will dedicate specific staff to the Project, in order to enable the City and involved parties to have a specific contact and provide a continuous level of service expected in provision of these services.

Section 5: Overview of the Organization and its Services – This section should give a summary of history of the business or organization, including years in operation, locations, size, growth, services and financial stability. Include information regarding any pending or recent lawsuits against the

organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

Section 6: Professional Qualifications: This section should include the full name and address of your organization or business and, if applicable, the branch office or other subordinate 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 qualified to do business. This information shall be provided for all organizations participating in the development of the property. If the proposal is submitted by a lead organization on behalf of several partners, list all key partners and their respective roles in the proposal. Identify the technical expertise, which make the organization(s) qualified for this work.

Section 7: Financial Capacity: This section should provide a description of the financial capacity of the organization, including appropriate documentation. If available, provide access to three (3) years of certified financial statements. Each Respondent shall submit at least two (2) financial references from banks or other financial institutions attesting to the Respondent’s financial capacity and ability to finance a project as proposed.

Section 8: Project Financing: This section should include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources if construction/renovation of existing recreational facilities in part of the proposal.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

REFERENCES

Each Respondent shall submit a list of four (4) references of agencies to which they have provided similar services. References must include the information listed below:

REFERENCE

| | |
|---|--|
| Reference Name | |
| Reference Point of Contact | |
| POC Job Title | |
| POC Phone # and e-mail address | |
| Date of Service | |
| Type of Service | |
| Number of Users/Sites at which Service was provided for Reference | |

Any major difference between the Respondent’s proposal to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Respondent has provided services, whether listed or not.

APPENDICES

Appendix A (Proposal Statement), and Appendix C (Contract Compliance Forms) must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

DRAFT

**APPENDIX A
PROPOSAL**

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

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same Contract; that the undersigned has carefully read and examined the "Request for Proposal" documents, including Information and Instructions, Scope of Project, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the property. Further, the undersigned declares that it has extensive experience in successfully providing the development services required under the specifications of this Request for Proposal.

The undersigned 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 Proposal is based solely upon the undersigned's own independent business judgment. If the City accepts this Proposal and the undersigned fails to contract and furnish the required earnest money deposit and insurance documentation at the time of execution of the sales contract, then the undersigned shall be considered to have abandoned the Contract. In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the award in any manner the City believes to be in its best interest.

COMPANY NAME*: _____
STREET/P. O. BOX: _____
CITY, STATE, AND ZIP CODE: _____
DATE: _____ TELEPHONE: _____
FAX: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME OF SIGNER: _____
TITLE OF SIGNER: _____

* NOTE: If the PROPOSER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If PROPOSER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If PROPOSER is an individual, his signature shall be placed above.

**APPENDIX B
MANDATORY TERMS OF SERVICE**

The Selected Respondent will be required to execute a contract containing the following terms and conditions. No changes, modifications, alteration or deletions to these terms and conditions will be accepted.

USE OF PREMISES AND PROPERTY; TANGIBLES, FIXTURES AND IMPROVEMENTS

- A. The Premises shall be used by the Contractor for the purpose(s) set forth in this Agreement and for no other purpose whatsoever. Contractor shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, in any manner that may (1) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Premises (including, but not limited to, the structural elements of the Premises) or any equipment, facilities or systems therein; (2) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulation of the Parks and Recreation Services Unit, including any covenant, condition or restriction affecting the Premises, or (3) impair or tend to impair the character, reputation or appearance of the Premises.
- B. No alcohol will be served on the Premises at Contractor-sponsored events or private rental events, or otherwise consumed on the Premises, without the written approval of the Community Services Area Administrator. Section 3.2 of Chapter 39 of the City Code authorizes the City Administrator to issue permits to allow the consumption of wine and beer in areas which consumption would otherwise be prohibited. The City Administrator hereby delegates to the Community Services Area Administrator the authority to issue such permits for the moderate consumption of wine and/or beer on the Premises. When so approved in writing, moderate consumption of alcohol (wine and beer only) may be permitted. All other use of alcoholic beverages on the Premises is prohibited.
- C. Contractor shall not affix any sign or any size or character to any portion of the Premises or the Property, without prior written approval of the City, which approval shall not be unreasonably withheld or delayed, and then only in accordance with the laws, easements and applicable provisions of any and all deed restrictions, Parks and Recreation Services Unit and the Ann Arbor City Code. Contractor shall remove all signs of the Contractor upon the expiration or earlier termination of this Agreement and immediately repair any damage to either or both the Premise and the Property caused by, or resulting from, such removal or the installation or existence of the signs.
- D. Any tangibles or personal property belonging to Contractor must be removed at or before the expiration date, or the date of any earlier termination, at Contractor's expense and Contractor shall repair (to City's reasonable satisfaction) any damage to the Premises or the Property resulting from either or both such installation or removal.

Any other items of Contractor's personal property that remain in the Premises after the expiration date, or following an earlier termination date, may, at the option of the City, be deemed abandoned, and in such case, such items may be retained by the City as its property or be disposed of by the City, in the City's sole and absolute discretion and without accountability, at Contractor's expense.

- E. The City shall have the right, at no cost to the City, to use the Premises for conferences, meetings and other special events, upon reasonable advance notice to the Contractor, and subject to the program, activity and event calendar of the Contractor.

CONDITION AND DELIVERY OF PREMISES

Contractor agrees that it is familiar with the condition of both the Premises and the Property and hereby accepts the foregoing on an "As-Is," "Where-Is" basis. Contractor represents and warrants that it has made its own inspection of the foregoing and is satisfied with the results of such inspection. The City shall not be obligated to make any repairs, replacements or improvements (structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Agreement, except as expressly and specifically stated under the terms of the contract between the parties.

REPAIRS AND MAINTENANCE

- A. Except for events of damage, destruction or casualty to the Premises or Property throughout the term of this Agreement, Contractor shall, at its sole cost and expense: (1) both maintain and preserve, in the same condition as exists on the effective date of this Agreement, subject to normal and customary wear and tear and perform any and all repairs and replacements required in order to so maintain and preserve, the Premises and the fixtures and appurtenances therein. Contractor shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any act, omission, misuse or neglect of Contractor or others entering into, or utilizing, all or any portion of the Premises for any reason or purpose whatsoever, including, but not limited to the performance or existence of any unauthorized alterations, the installation, use or operation of Contractor's personal property in the Premises, the moving of Contractor's personal property in or out of the Property. All such repairs or replacements required shall be subject to the supervision and control of the City, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.
- B. Property. For these purposes the "property" to be maintained shall include all outdoor paved areas, including walks, driveways and parking areas, and the provision of snow removal and salt or salt-substitute application to all drives and parking areas in the same manner and on the same schedule as performed for other City facilities.

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, including but not limited to the creation of a joint venture between the parties.

Contractor acknowledges that its employees and agents shall not be deemed to be employees of the City. The Contractor shall be responsible, with respect to its employees, for compliance with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting compensation to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll deductions, and all premiums or payments made for workmen's compensation coverage, unemployment benefits or any other payments required by law.

- 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.

DISPUTE RESOLUTION

The parties shall resolve their disputes informally to the maximum extent possible. The parties agree to negotiate between representatives of the parties with authority to settle the matter. In the event the disagreement cannot be resolved through such in-person meetings, then the parties agree to proceed with whatever legal remedies are available. Only disputes within the scope of the Agreement are subject to this provision. Each party shall bear its own costs related to the dispute resolution processes described in this paragraph. The parties agree that all statements made in connection with the dispute resolution efforts set forth in this paragraph shall not be considered admissions or statements against interest by either party.

INSURANCE AND LIABILITY RELEASES; INDEMNIFICATION

- A. Contractor will procure and maintain, at its cost and expense, during the term of this Agreement insurance satisfactory to the City insuring the City from liability for damage

to person or property or contractual liability arising in whole or in part from action or inaction by, or on behalf of, Contractor in connection with any program, event or other activity, whether programmatic or administrative, arising out of the rights or obligations of Contractor under this Agreement.

Effective the 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 necessary or requested any contractors hired by Contractor. The certificates of insurance shall meet the following minimum requirements.

1. Workers' Compensation and Employers Liability insurance covering the statutory requirements of Michigan and insuring Contractor and its employees. Any partner organization with employees assigned or retained contractor for any work performed in compliance with this Agreement by Contractor shall be required to provide evidence of the same coverage under the same terms prior to occupancy or commencement of work, as applicable.
2. Commercial General Liability (CGL) insurance to cover liability for damages to persons or property arising out of the operations of Contractor, its officers, employees, invitees, and retained contractors. Contractor shall maintain CGL at its cost and expense, in amounts recommended by the City's insurance agent, which for the initial coverage shall be at least \$1,000,000 for injury or death to one person, at least \$2,000,000 for injury or death to more than one person and at least \$500,000 for damage to property. Insurance shall cover the contractual liability assumed by the Contractor under the terms of this Agreement to defend, indemnify and hold harmless the City. The City shall be included as additional insured. Such an additional insured endorsement shall not limit coverage for any additional insured to the ongoing operations of the named insured. Such policy shall be endorsed to include the City, its officers and employees as additional insured and shall stipulate that the insurance afforded for the City, its officers and employees shall be primary insurance and that any insurance carried by the City, its officers and employees shall be excess and not contributing.

The Contractor shall also require that each of its retained contractors name the City as an additional insured on their CGL policies for any work performed in compliance with this Agreement for Contractor and shall require that all such contracts retained on its behalf execute an agreement which includes the following:

Contractor agrees to defend, indemnify and hold harmless the City of Ann Arbor, its agents, officers, and employees of and from all liability, claims, actions, causes of action, lawsuits and demands including attorneys fees and costs, fines and/or penalties arising out of or in any way related to the (insert based of contract for work) in connection with the Premises. The foregoing agreement shall apply to all such liabilities, claims, actions, causes of action, lawsuits and demands where it is charged, alleged or proven that Contractor was/were in any way at fault in causing or

contributing to such injury, death or property damage (including but not limited to personal injury or death of the Contractor's own employees). The Contractor's liability insurance policies shall contain contractual liability insurance coverage for the obligations of this provision.

3. Certificates of insurance at execution of this Agreement, and thereafter contemporary with the renewal date of the insurance coverage, shall be provided to the City and shall evidence that the insurance requirements contained in this provision are satisfied in their entirety. Certificates shall also provide that at least 30 days prior notice of cancellation or material change shall be provided to the City. In the event that Contractor fails to provide said certificates or a certificate is not valid in whole or in part, Contractor shall have the contractual obligation to pay any additional premiums, whenever incurred, imposed upon the City because of such failure. However, the obtaining of replacement coverage shall not be an obligation of the City. In addition, Contractor upon a request of the City shall provide a complete and true copy of any of the insurance policies required by this provision.
 4. Personal property of the Contractor on the Premises is at the Contractor's own risk.
 5. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the City of Ann Arbor. Insurance required under this Article XIV shall be considered primary as respects any other valid or collectible insurance that the City may possess, including and 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, Contractor agrees to waive any right of recovery by its insurer against the City.
 6. 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.
 7. Contractor shall be responsible to the City or insurance companies insuring the City for all costs resulting from any inadequate insurance coverage of the Contractor or a contractor retained by the Contractor to perform work in compliance with this Agreement.
- C. In the event of any claims brought or threatened by any party against the City relating to the status, acts or omissions of the Contractor, the Contractor agrees to cooperate in all reasonable respects. In the event of any claims brought or threatened by any party against the Contractor relating to the status, acts or omissions of the City, the City agrees to cooperate in all reasonable respects. The City and the Contractor acknowledge that, from time-to-time, it may be necessary to obtain the execution of a

Release of Liability by third parties. The City and the Contractor will cooperate with one another, as well as their respective risk management carriers, to identify such instances and prepare appropriate release forms.

- D. 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.

COMPLIANCE REQUIREMENTS

- A. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code.
- B. The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The 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) and specified in Exhibit H; 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.

REPRESENTATIONS AND WARRANTIES.

- A. City Representation and Warranty. The City represents and warrants that this Agreement is not inconsistent with and does not contravene any existing laws, regulations or legal requirements applicable to the City, and will not result in a breach or constitute a default under any agreement to which the City is a party or any decree or order of governmental authority.
- B. Contractor Representation and Warranty. The Contractor represents and warrants that this Agreement is not inconsistent with and does not contravene any incorporating or governing document of the Contractor. The Contractor further warrants that it will perform all of its obligations under this Agreement in conformance with any existing laws, regulations or legal requirements applicable to its occupancy of the Premises or

its use of the Premises, including but not limited to all applicable Park Rules and Regulations. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

Further, Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement and that has available, or will engage, at its own expense, sufficient trained employees with all necessary certifications, licenses, bonding (if applicable) and satisfactory employment verification (to the extent required for the provision under state or federal law of any program for minors) to provide the Services specified in this Agreement.

GENERAL CONDITIONS

- A. Nothing contained herein shall be construed as conferring upon the Contractor or the staff of the community centers the authority to contract or otherwise act on the City's behalf, other than as expressly set forth herein, nor shall this Agreement be construed in such a way as to confer upon the City the authority to act as an agent or representative of the Contractor.
- B. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.
- C. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- D. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.
- E. The captions and paragraph headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any paragraph.
- F. 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.
- G. This Agreement may be executed in multiples, each of which shall be deemed an original. Copies (whether facsimile, photo static or otherwise) of signatures to this

Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

- H. Any notices, submissions, communications and waivers under this Agreement shall be in writing and shall be delivered in person, by facsimile, mailed (postage prepaid, by registered or certified mail, return receipt requested), or by overnight express carrier and addressed in each case as follows:

Notices to the Contractor will be sent to:

Notices to the City will be sent to:

The Community Services Area Administrator of the City of Ann Arbor.

or such other address as either party may designate by prior written notice to the other.

- I. This Agreement, or any part hereof, or the administration or performance of any activity or service performed by the Contractor hereunder, cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by 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. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.
- J. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

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APPENDIX C

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 \$11.71/hour when health care is provided, or no less than \$13.06/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2009.
- 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:
Human Resources Office City of Ann Arbor
734/994-2803 fax: 734/994-2590

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City of Ann Arbor Human Rights 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 which 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 Human Rights Office to determine whether or not the contractor/vendor has a workforce which 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 Office 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:

Human Rights Office of the City of Ann Arbor

734/994-4856

jsteiner@ci.ann-arbor.mi.us

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

Instructions for contractors 9/03

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

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

Address _____ County _____ Phone # _____

(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

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

| | | | | | | | | | | | | | |
|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| TOTAL | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | |

9/03

Questions about this form? Call 734/994-2803

DRAFT

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
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 _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

**Number of Employees
(Report employees in only one category)**

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | | TOTAL COLUMNS A-M |
|----------------------------|--|---------------------------|-------|--------------------|---|----------------------------------|--------|---------------------------|-------|--------------------|---|-----------------------------------|-------------------------|
| | 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 | F | G | H | I | J | K | L | M | | |
| Exec/Sr. Level Officials | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | |
| Admin. Support | | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | |

**APPENDIX D
CUB AGREEMENT**

NOTICE

- Effective February 1, 2010-

CITY OF ANN ARBOR RESOLUTION R-09-459
CUB AGREEMENT REQUIREMENT

**NOTICE TO ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING
CONSTRUCTION WORK FOR THE CITY OF ANN ARBOR ON ANY CITY
CONSTRUCTION PROJECT**

Any labor used on a City construction project bid and awarded by the City of Ann Arbor must be governed by the current collective bargaining agreement of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council (SBTC).

All invitations to bid on construction contracts include, as a condition of award, the requirement that all contractors and subcontractors execute a CUB agreement with the SBTC. Each contractor and subcontractor at all tiers of a project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the SBTC. Alternately, when no other agreement exists, a Contractor may sign a one-time project agreement for the CUB project, covering that construction project only.

All potential bidders and contractors must contact the current CUB representative, Bart Nickerson at 734-944-5317 (office) or 734-320-2227 (cell) for a complete summary of the procedures and requirements pursuant to the CUB Memorandum of Understanding

CONTRACTORS SHALL DISPLAY THIS NOTICE WHERE EMPLOYEES CAN READILY SEE IT.

Questions Contact

D. Lumpkin, Procurement Assistant
dlumpkin@a2gov.org

APPENDIX F
HURON HILLS GOLF COURSE EQUIPMENT INVENTORY
EFFECTIVE _____, 2010

| Equipment | Description | Quantity |
|------------------|--------------------|-----------------|
|------------------|--------------------|-----------------|

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