

## INVITATION TO BID

COPY

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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

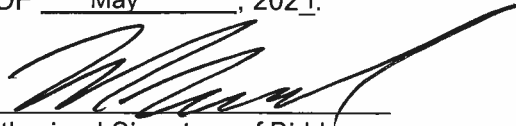
If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying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

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

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

SIGNED THIS 13th DAY OF May, 2021.

Corby Energy Services, Inc  
Bidder's Name

X   
Authorized Signature of Bidder

6001 Schooner Dr, Belleville, MI 48111  
Official Address

Mark Helsel, Jr.  
(Print Name of Signer Above)

734.547.9237  
Telephone Number

mhelseljr@corbyenergy.com  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of Michigan \_\_\_\_\_, for whom Mark Hesel, Jr. \_\_\_\_\_, bearing the office title of President \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

**NOTE: 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 in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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

\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 202\_

(Print) Name Mark Hesel, Jr. Title President

Company: Corby Energy Services, Inc.

Address: 6001 Schooner Driver, Belleville, MI 48111

Contact Phone (734) 547-9237 Fax (734) 547-0340

Email mheseljr@corbyenergy.com

# BID FORM

## Section 1 – Schedule of Prices

Company: Corby Energy Services, Inc

Project: **2021 Streetlight Replacement and Painting**

### Unit Price Bid –

<u>Item Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
1 Mobilization, Max. 10%	1	LS	\$ 75,000.00	\$ 75,000.00
2 Audio Visual Tape Coverage	1	LS	\$ 5,000.00	\$ 5,000.00
3 Traffic Maintenance and Control	1	LS	\$ 12,500.00	\$ 12,500.00
4 Sidewalk, Rem	30	Syd	\$ 2.00	\$ 60.00
5 Brick Pavers, Rem, Sort and Salvage	500	Sft	\$ 6.00	\$ 3,000.00
6 Handhole, Rem	15	Ea	\$ 250.00	\$ 3,750.00
7 Foundation, Rem	45	Ea	\$ 500.00	\$ 22,500.00
8 Light Pole, Rem	197	Ea	\$ 250.00	\$ 49,250.00
9 Streetlight Painting	68	Ea	\$ 620.00	\$ 42,160.00
10 Handhole, Streetlight	15	Ea	\$ 500.00	\$ 7,500.00
11 Foundation, Light Pole	45	Ea	\$ 1,100.00	\$ 49,500.00
12 Conductors No. 4 AWG	200	Ft	\$ 7.50	\$ 1,500.00
13 Conductors No. 6 AWG	6930	Ft	\$ 7.00	\$ 48,510.00
14 Light Pole, LP1, City Furnish	15	Ea	\$ 980.00	\$ 14,700.00
15 Light Pole, LP2, City Furnish	6	Ea	\$ 1,085.00	\$ 6,510.00
16 Light Pole, LP3	176	Ea	\$ 2,900.00	\$ 510,400.00
17 Fixture, SL1, City Furnish	10	Ea	\$ 570.00	\$ 5,700.00
18 Fixture, SL1	5	Ea	\$ 2,000.00	\$ 10,000.00
19 Fixture, SL2	6	Ea	\$ 3,250.00	\$ 19,500.00
20 Fixture, SL3	3	Ea	\$ 870.00	\$ 2,610.00
21 Fixture, Reinstall	176	Ea	\$ 320.00	\$ 56,320.00
22 Sidewalk, Conc, 4 inch	755	Sft	\$ 8.00	\$ 6,040.00
23 Brick, Install Salvaged Brick	500	Sft	\$ 25.00	\$ 12,500.00
24 Restoration	1	LS	\$ 10,000.00	\$ 10,000.00

**ESTIMATED TOTAL**

**\$ 974,510.00**

## BID FORM

### Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
N/A		

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 5/13/2021

# BID FORM

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

No exceptions taken

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 5/13/2021

# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Seaway Painting	St. Light Painting	

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder  Date 5/13/2021

# BID FORM

## Section 5 – References

Include a minimum of three (3) references from similar projects completed within the past three (3) years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1) See Attached References  
Project Name \_\_\_\_\_ Cost \_\_\_\_\_ Date Constructed \_\_\_\_\_  
  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

2) \_\_\_\_\_  
Project Name \_\_\_\_\_ Cost \_\_\_\_\_ Date Constructed \_\_\_\_\_  
  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

3) \_\_\_\_\_  
Project Name \_\_\_\_\_ Cost \_\_\_\_\_ Date Constructed \_\_\_\_\_  
  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_



May 12, 2021



## **PROJECT REFERENCES**

The following are electrical and street lighting maintenance and installation references.

- DTE Energy -- Detroit Edison -- Street Lighting
  - 1982 – Present
  - New Build & Maintenance Contracts
  - Corby Energy has installed, maintained, and provided material storage for DTE Energy Street lighting division for 39 years. DTE Energy Street Lighting System has over 250,000 Lights in and throughout the metro Detroit and surrounding areas with a population of over 6 million people.
  - 50,000+ LED Light Replacement
  - 250,000 LF+/- of total street light cable/conduit installed per year
  - Contact: Chris Hartley (734) 397-4316
  
- City of Ann Arbor
  - 2018
  - Streetlighting Replacement – Kerrytown Market & Liberty Street
  - Remove and Replace approximately 90 Streetlights
  - \$775,000
  - Contact: Chris Elenbaas (734) 794-6350 x 43311
  
- Public Lighting Authority of Detroit
  - 2014 – 2016
  - Lighting Survey and Construction for re-lighting the City of Detroit
  - Over 35,000 LED lights installed.
  - \$70 Million
  - Contact: Mukesh Patel - 313.324.8290
  
- Novi Public Schools
  - October 2016
  - Parkview Elementary, Novi Educational Services Building
  - \$100,000.00
  - Contact: Sol Einhorn (248) 882-2152
  
- Livonia Public Schools
  - August 2013
  - Garfield Elementary
  - \$25,000.00
  - Contact: James McMuldroy (734) 744.2500 x 42158

- Plymouth-Canton Community Schools
  - September 2012
  - Plymouth High School LED Project
  - \$108,000.00
  - Contact: Rich Griffin (248) 914-7852
  
- City of Pontiac
  - September 2012
  - LED Lighting Project
  - \$40,000
  - Contact: John Balint, PE (248) 758-3615
  
- City of Livonia
  - March 2012
  - \$256,000
  - LED Retrofit Project (parking lot and garage areas)
  - JS Vig (Construction Manager) – Justin Barringer (734) 283-3002 x 33
  - Todd Zilincik – (734) 466-2561
  
- City of Farmington Hills
  - February 2012
  - \$120,000
  - LED Retrofit Project
  - Nathan Geinzer (248) 871-2500
  
- City of Romulus
  - June 2011
  - \$67,000
  - LED Retrofit Project
  - JS Vig (Construction Manager) – Dennis Levko (734) 283-3002
  
- Charter Township of Redford – Lighting Upgrades
  - February 2011
  - \$140,000
  - Remove existing and replace interior and exterior lighting
  - Contact: Mike Dennis (313) 387-2785
  
- City of Troy – LED Lighting Upgrades – Street Lighting
  - November 2011
  - \$470,000
  - Remove existing and replace with new LED lighting in parking lots / parking garages and along Big Beaver and Coolidge Hwy. (400+ lights)
  - Contact: Steve Pollotta (248) 524 3503

- City of Dexter – LED Street Light Retrofit Upgrades
  - October 2010
  - \$11,500.00
  - Retrofit existing with owner supplied LED fixtures = 100+ lights
  - Contact: Courtney Nicholls (734) 426-8303 x 17

### **TRADE REFERENCES**

- Great Lakes Electric Supply
  - 2110 Pontiac Road, Auburn Hills, MI 48326
- Osburn Associates, Inc.
  - 11931 OH-936, Logan, OH 43138
- K/E Electric
  - 146 N Groesbeck Hwy, Mt. Clemens, MI 48043

## BID FORM

### Section 6 – Contractor Information and Responsible Contractor Criteria

*Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.*

*Failure to provide responses to all questions may result in being deemed non-responsive.*

*Attach additional pages as needed if space below is insufficient.*

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Corby Energy Services, Inc

Social Security or Federal Employer I.D. #: 38-2402763

Address: 6001 Schooner Drive

City: Belleville State: Michigan Zip: 48111

Type of Organization (circle one below):

Individual          Partnership          Corporation          Joint Venture          Other

If "Other" please provide details on the organization:

Year organization established: 1982

2. Current owners/principals/members/managing members/partners of the organization:

Cherri Helsel, Mark Helsel, Jr

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: N/A

Explanation of any business name changes:

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

N/A

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5. Qualifications of management and supervisory personnel to be assigned by the bidder:

TBD

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6. State and local licenses and license numbers held by the bidder:

N/A

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7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

1% - Ann Arbor / 99% - Michigan

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10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence). All employees are union members

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner. Yes, All employees are union members

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12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

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14. Has bidder had any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

See attached flash drive

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

See attached flash drive

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. None

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

See attached

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes

No

If bidder answered "yes" to the question above, submit documentation of your safety-training program. See attached flash drive

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes

No

EMR = See attached flash drive

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes

No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: TBD

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = \_\_\_\_\_

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes

No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

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22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project. Can be provided upon award

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

see attached flash drive



**CITY OF ANN ARBOR  
PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides 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. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (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.

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 in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Corby Energy Services, Inc.

Company Name

X  5/13/2021

Signature of Authorized Representative Date

Mark Helsel, Jr. - President

Print Name and Title

6001 Schooner Dr, Belleville, MI 48111

Address, City, State, Zip

734.547.9237

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

**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 \$14.05/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 \$15.66/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.

Corby Energy Services, Inc.  
 Company Name

  
 Signature of Authorized Representative

5/13/2021  
 Date

6001 Schooner Drive  
 Street Address

Belleville, MI 48111  
 City, State, Zip

Mark Helsel, Jr. - President  
 Print Name and Title

734.547.9237 / mhelselj@corbyenregy.com  
 Phone/Email address

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 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](mailto:cspencer@a2gov.org)**



**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:

<b>Conflict of Interest Disclosure*</b>	
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 <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None	

\*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.

<b>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:</b>		
Corby Energy Services, Inc.	734.547.9237	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<input checked="" type="checkbox"/>	5/13/2021	Mark Helsel, Jr.
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>



## 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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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.