

DAVEY

## INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including 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, Instructions to Bidders, Bid, Bid Forms, Contract, 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, 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.

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.

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 22nd DAY OF January, 2019.

The Davey Tree Expert Company

Bidder's Name



Authorized Signature of Bidder

1500 N Mantua Street, Kent, OH 44240

Official Address

James F. Stief, Executive Vice President  
(Print Name of Signer Above)

330.673.9511

Telephone Number

david.bargerstock@davey.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 Ohio \_\_\_\_\_, for whom James F. Stief \_\_\_\_\_, bearing the office title Executive Vice President of \_\_\_\_\_, 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):

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

Authorized Official

James F. Stief Date January 22, 2019

(Print) Name James F. Stief Title Executive Vice President

Company: The Davey Tree Expert Company

Address: 1500 N Mantua Street, Kent, OH 44240

Contact Phone ( 330 ) 673.9511 Fax ( 330 ) 673.0702

Email james.stief@davey.com

**BID FORM**  
**ITB #4558 Parks Tree Care and Removal**

**EMERGENCY/MISCELLANEOUS TREE WORK – HOURLY RATE**

Unless specifically noted, as being an extra charge, hourly charge for labor shall include the personal equipment used by the worker, including climbing gear, lines, saws, pruners, safety gear, etc. Hourly charges shall begin when work crew arrives on the site and employees are prepared for work. Charges shall not be "portal-to-portal." Down time from equipment failure will not be paid for by the City. All maintenance on equipment must be performed either before or after the work day.

Crew	Hourly Rate
2 – member Plus aerial tower/bucket, chipper, saws, all equipment, traffic control devices, etc	250.00
2 – member Overtime Rate	350.00
3 – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc	350.00
3 – member - Overtime Rate	450.00
4 – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc	475.00
4 - member Overtime Rate	575.00

## NON-EMERGENCY TREE WORK

The unit cost of Tree Removal, Stump Removal, Tree Pruning shall include amounts for labor and equipment shall be "all inclusive" and shall include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project

### PARKS: Non-Emergency Tree Work\*

Diameter Class	Tree Removal Cost Per Tree	Tree Pruning Cost Per Tree	Stump Removal Cost Per Tree
Up to 6" d.b.h.	200.00	120.00	100.00
6-10" d.b.h.	400.00	226.00	150.00
11-15" d.b.h.	800.00	366.00	200.00
16-20" d.b.h.	1200.00	406.00	250.00
21-25" d.b.h.	1400.00	506.00	300.00
26-30" d.b.h.	2400.00	566.00	350.00
>31"	4000.00	726.00	450.00



**NATURAL AREAS: Non-Emergency Tree Work**

The unit cost of Tree Removal, Stump Removal, Tree Pruning shall include amounts for labor and equipment shall be "all inclusive" and shall include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project

<b>Diameter Class</b>	<b>Tree Felling within designated Natural Areas Woody Debris left in place</b>	<b>Tree Felling within designated Natural Areas Woody Debris removed</b>
Up to 6" d.b.h.	150.00	150.00
6-10" d.b.h.	200.00	225.00
11-15" d.b.h.	300.00	500.00
16-20" d.b.h.	350.00	700.00
21-25" d.b.h.	400.00	900.00
26-30" d.b.h.	475.00	1500.00
>31"	600.00	3000.00

## 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>
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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 James F. Stief Date January 22, 2019  
James F. Stief, Executive Vice President

**BID FORM**

**Section 3 – Contractor Information and Qualifications**

*Failure to answer all questions may result in the rejection of this bid*

Company Name (P.O. Will Be Addressed To): The Davey Tree Expert Company

Social Security or Federal Employer I.D. #: 34-0176110

Address 1500 N Mantua Street

City Kent State OH Zip 44240

**We have read the attached Scope of Work and Specifications thoroughly?**

Yes                       No

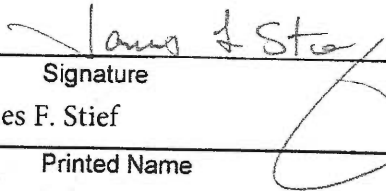
**Are all exceptions to the attached Scope of Work specifications properly outlined?**

Yes                       No

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

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods and services in accordance with the bid.

**COMPANY REPRESENTATIVE:**



January 22, 2019

Signature

Date

James F. Stief

Printed Name

Executive Vice President

Title

james.stief@davey.com

Email Address

Phone Number 330.673.9511

Fax Number 330.673.0702

Type of Organization (circle one): Individual      Partnership      Corporation      Joint Venture Other\_

Year organization established: 2/4/1909

Former organization names(s) if applicable: \_

Number of full-time employees: 8000+ part-time employees\_



References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

<u>Municipality/Organization</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. CITY OF SOUTHGATE	BOB TARABULA	734 2583078
2. FORD MOTOR COMPANY (ILE)	ADAM <del>MAZLEN</del>	734 664 3608
3. CITY OF ANN ARBOR	CURRENT CONTRACT	STREET TREE PRUNING

Crew Qualifications: List all employees and their qualifications (including, International Society of Arboriculture credentials, and CDL) that will be assigned to this work. Indicate individuals that are crew leaders and supervisors. Attach additional sheets, if necessary.

RAM ROHM (CREW LEADER), DAN GOSZ (ISA, CREW LEADER, CDL),  
 Robert VLUG (CDL), KELLY LAMB (DL, FSA)

Number of Employees on Tree Pruning Crew: 4

Equipment: List all equipment that will be available for use by the tree pruning crew. Attach additional sheets, if necessary.

INTERNATIONAL BUCKET TRUCK (2018 - 70' REACH), BANDIT 1890 (2018)  
 VERMEER SKID STEER LOADER, FORD F650 CHIP TRUCK, CHIPPON

Subcontractors: List any subcontractors that your company is planning to use for this project. Attach additional sheets, if necessary

N/A AT THIS TIME

Insurance Requirement: All required insurances shall be kept current as specified in the bid documents and on the back of the service purchase order, for the term of the contract.

We have the ability to carry the required level of insurance for this contract?

Yes, name of insurance company Old Republic Insurance Company  
 No

Bond Requirement: Bonds will be required from the successful bidder as follows:  
 (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;

We have the ability to meet the bond requirements for this contract?

Yes, name of Surety company Westchester Fire Insurance Company  
 No

**APPENDIX A:  
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.

THE DAVEY TREE EXPLANT COMPANY  
Company Name

 1/27/19  
Signature of Authorized Representative Date

Robert Paris DISTRICT MANAGER  
Print Name and Title

8250 RONDA DR. CANTON, MI 48187  
Address, City, State, Zip

734 459 8690  
robert.paris@davey.com  
Phone/Email address

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



## APPENDIX B: CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that 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 \$13.22/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 \$14.75/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 (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.

The Davey Tree Expert Company  
 \_\_\_\_\_  
 Company Name

  
 \_\_\_\_\_  
 Signature of Authorized Representative Date

James F. Stief, Executive Vice-President  
 \_\_\_\_\_  
 Print Name and Title

1500 N Mantua Street  
 \_\_\_\_\_  
 Street Address

Kent, OH 44240  
 \_\_\_\_\_  
 City, State, Zip

330.673.9511/james.stief@davey.com  
 \_\_\_\_\_  
 Phone/Email address

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019**

**\$13.22 per hour**

If the employer provides health  
care benefits\*

**\$14.75 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)**





## APPENDIX C: Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input checked="" type="checkbox"/> Other (please describe in box below)
KERRY GRAY - FORMER EMPLOYEE NOW PART OF THE DAVEY RESOURCE GROUP. A SEPARATE DIVISION OF DAVEY TREE	

\*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>		
The Davey Tree Expert Company	330.673.9511	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	1/22/2019	James F. Stief, Executive Vice President
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)



## APPENDIX D: City of Ann Arbor Non-Discrimination Declaration of Compliance

### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

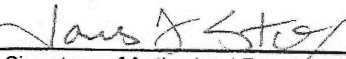
The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of 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 Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

The Davey Tree Expert Company

Company Name



January 22, 2019

Signature of Authorized Representative

Date

James F. Stief, Executive Vice President

Print Name and Title

1500 N Mantua Street, Kent, OH 44240

Address, City, State, Zip

330.673.9511/james.stief@davey.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

## 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.