Copy #1

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, 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 No. 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.

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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 _	12th DAY OF February 2019
Precision Concrete, Inc. Bidder's Name	Authorized Signature of Bidder
1896 Goldeneye Dr., Holland, MI 49424	Mark Bonkowski
Official Address	(Print Name of Signer Above)
(616) 403-1140	_BJohnson@PCCMich.com
Telephone Number	Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

* A corporation organized and doing business under the laws of the State of

Michigan ______, for whom __Mark Bonkowski _______, bearing the office title 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):

* An individual, whose signature with address	is af	ffixe	ed to thi	s Bid:	
					tial here) d Official
9/1/1/1/1			Date	February 12	, 2019
(Print) Name <u>Mark Bonkowski</u>	_ Tit	le _	Preside	nt	
Company: Precision Concrete, Inc.					
Address: 1896 Goldeneye Dr., Holland, MI 49424					
Contact Phone (616) <u>403-1140</u> Fa	3× (61	16)	582-595	51	
Email MBonkowski@PCCMich.com					

Section 1 – Schedule of Prices

Company: Precision Concrete, Inc.

Project: ITB No. 4566 2019 Sidewalk Cutting

<u>Unit Price Bid –</u>

Item Description	Estimated Quantity		Total Price
290 Sidewalk Joint Cutting	3000 Each	\$49.00	\$147,000.00
299 Certified Payroll Compliance and Report	ting 1 Lump Sum	\$1.00	\$1.00

ESTIMATED TOTAL

\$_\$147,001.00



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.

Item Number

Description

Add/Deduct Amount

NA

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 <u>2/12/2019</u>

2018 Construction

RF₋₂

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.

NA

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 _2/12/2019

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:

Subcontractor (Name and Address)

Work

Amount

NA

If the Bidder does not expect to engage any major subcontractor, the Bidder ${\bf MUST}$ 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 2/12/2019

BF-4

2018 Construction

Section 5 – References

Include a minimum of <u>3</u> reference from similar project completed within the past <u>3</u> years. [Refer also to Instructions to Bidders for additional requirements, if any]

1)	Pontiac, City of Project Name	\$150,000 Cost	
	Jack Cady		<u>(248)</u> 909-6554
	Contact Name		Phone Number
2)	Birmingham, City of Project Name	<u>\$82,173</u> Cost	July 2018 Date Constructed
	Paul O'Meara		_(248) 530-1836
	Contact Name		Phone Number
3)	Indianapolis, City of Project Name	_\$450,000 Cost	Dec 2018
	RJ Wilczynski		Date Constructed _(317) 327-6769
	Contact Name		Phone Number





Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Precision Concrete, Inc.

Holland, MI

OWNER:

(Name, legal status and address)
City of Ann Arbor
301 E. Huron Street
Ann Arbor, MI 48104

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices Liberty Mutual Surety Claims

P.O. Box 34526 Seattle, WA 98124 This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent of amount bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
2019 Sidewalk Cutting - Various locations identified by the City of Ann Arbor

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th

day of February

, 2019

(Witness)

CF

(Principal

Precision Concrete, Inc.

The Ohio Casualty Insurance Company

(Surety)

(Title) Stanbania Farrall Attenday in Fac

(Witness)

POWER OF ATTORI The Ohio Casualty Insurance	
Principal: Precision Concrete, Inc.	APG 84 12 (CG 881 27 4 2)
Agency Name: JM Wilson Corporation	
Obligee:	Agent Code: 131153
Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Day Tucker-Lorenz of Carmel, Indiana its true and lawful agent(s) and attorney(ies)-in-fact, to make, exect any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) of And the execution of such bonds or undertakings in pursuance of these presents, shall be as bindithey had been duly executed and acknowledged by the regularly elected officers of said Company at persons. The authority granted hereunder supersedes any previous authority heretofore granted the above	e authority granted by Article IV, Section 12 of the Code of Regulations are vid Wilson; Stephanie Farrell; Aimee Henard; Steven C. Kuykendall; Shelicute, seal and deliver for and on its behalf as surety, and as its act and deep undertaking(s) guaranteeing the payment of notes and interest thereon.
In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Corsaid Company this 26th day of September, 2016.	
ON THE PROPERTY OF THE PROPERT	David M. Carey, Assistant Secretary
STATE OF PENNSYLVANIA	
COUNTY OF MONTGOMERY	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City written. COMMONWEALTH OF PENNSYLVANIA Notative Seal Terese Pastelse, Notary Public Upper Merion Twp., Montgomery County	of King of Prussia, State of Pennsylvania, the day and year first above
My Commission Expires March 28, 2021 Member, Pennsylvaria Association of Notarias	Notary Public in and for County of Montgomery, State of Pennsylvania My Commission expires March 28, 2021
This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The	Ohio Causalo, Incipancia Causani, automos Causani, alta de la
ARTICLE IV - Officers: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation authorized for the account of the Corporation of the Corporation of the Corporation by their signature and execution of any such instruments and to attach there as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article by the officer or officers granting such power or authority.	r the President, and subject to such limitation as the Chairman or President tion to make, execute, seal, acknowledge and deliver as surety any and all limitations set forth in their respective powers of attorney, shall have full reto the seal of the Corporation. When so executed, such instruments shall
his certificate and the above power of attorney may be signed by facsimile or mechanically reproduce irectors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:	d signatures under and by authority of the following vote of the board of
OTED that the facsimile or mechanically reproduced signature of any assistant secretary of the comp ssued by the company in connection with surety bonds, shall be valid and binding upon the company with	pany, wherever appearing upon a certified copy of any power of attorney has the same force and effect as though manually affixed.
ERTIFICATE , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, no hereby certify that indithe above resolution of their Board of Directors are true and correct copies and are in full force and ef	she Connection and the Connection of the Connect
N WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 13th day of	



Renee C. Llewellyn, Assistant Secretary

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 has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

_		are serial dies diria gro	
Precision	Concre	te, Unc	
Company Name		J	-
Boni BS	\$\cdot\	2-12-19	
Signature of Authorized Rep	oresentative	Date	-
Bonnie Bor	Kowski	CFD	
Print Name and Title 1890 GDICLEN Address City State Zip	reye Dr., H	olland MI	49424
616.403.1140	PCCBonni	e@outloo	k.com
Phone/Email address			

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

9/25/15 Rev 0

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 twelvementh 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:
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(a) To pay each of its employees whose wage level is not required to comply with federal, s prevailing wage law, for work covered or funded by a contract with or grant from the City, no I Living Wage. The current Living Wage is defined as \$13.22/hour for those employers employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or n \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor that the Living Wage is adjusted and established annually on April 30 in accordance with the and covered employers shall be required to pay the adjusted amount thereafter to be in com Section 1:815(3).	ess than the that provide o less than understands
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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

- (a) 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.
- (b) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (c) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (d) 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.

Precision Concrete Company Name	-, Unc.	1890 Goldeneye Dr Street Address
Signature of Authorized Representative	2-12-19 Date	Holland M1 49424 City, State, Zip
Bonnie Bonkowski,	LFO	UNU-403-1140 pccbonnie@0

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

Revised 2/1/2018



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 D	isclosure*
Name of City of Ann Arbor employees, elect officials or immediate family members with wi	leu	Relationship to employee
there may be a potential conflict of interest	t. () f.	nterest in vendor's company Other (please describe in box below)
*Disclosing a potential conflict of interest does not conflicts of interest and they are detected by the Ci I certify that this Conflict of Interest Discontents are true and correct to my kn certify on behalf of the Vendor by my signal.	isclosure h	as been examined by me and that its
Precision Concrete, Unc.		4.403.1140
Vendor Name		Vendor Phone Number
Brin Boss	2-12-19	Bunnie Bankowski
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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



CITY OF ANN ARBOR 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.

Precision Concrete, une.
Company Name
Signature of Authorized Representative Date
Signature of Authorized Representative Date
Bonnie Bonkowski, CFD
Print Name and Title
1896 Goldeneye Dr., Holland MI 4942
616.403.1140 pccbonnie@outlask.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.

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.

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

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

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

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

<u>Private Actions For Damages or Injunctive Relief:</u> 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.

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