



November 19, 2014

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 (if any), 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, 2 & 3\_\_\_, 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 11th DAY OF November, 2015.

BELFOR Property Restoration

Bidder's Name

28400 Schoolcraft, Livonia, MI 48150

Official Address

734-216-9636

Telephone Number



Authorized Signature of Bidder

Ken Rhodes

(Print Name of Signer Above)

ken.rhodes@us.belfor.com

Email Address for Award Notice

**LEGAL STATUS OF BIDDERS**

(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 Ken Rhodes, bearing the office title of General Manager, 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:

**Authorized Official**

\_\_\_\_\_  
(initial here)

\_\_\_\_\_  
Date \_\_\_\_\_, 201\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_

## BID FORM

### Section 1—Schedule of Prices and Procedural Information

Company: BELFOR Property Restoration

Project: Property Cleaning and Sanitation Services, Public Services Area

Notes:

1. All costs must be based on service from point of arrival at job site to completion of work at job site.
2. Contractor must agree to provide access to its employees for consultation with designated City personnel regarding its/their on-site work.
3. Bid must include detailed sanitation and cleaning procedure(s). Include step by step sanitation and cleaning process and specify types of chemical/cleaning fluids used. *(Please see page 7.)*
4. Bid must include example billing invoice. *(Please see pages 8-10.)*
5. Bid must include list of equipment available to individual crews.

Item No.	Item Description	Unit	Unit Price								
1.	<p>Number of employees available for response, based on City requirements (See Specifications).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Proximity:</td> <td style="width: 50%;">Quantity:</td> </tr> <tr> <td>Local (within 1 hour)</td> <td style="text-align: center;">45</td> </tr> <tr> <td>Michigan-based (w/in 2 hours)</td> <td style="text-align: center;">68</td> </tr> <tr> <td>Regional (6-8 hours)</td> <td style="text-align: center;">167</td> </tr> </table>	Proximity:	Quantity:	Local (within 1 hour)	45	Michigan-based (w/in 2 hours)	68	Regional (6-8 hours)	167		
Proximity:	Quantity:										
Local (within 1 hour)	45										
Michigan-based (w/in 2 hours)	68										
Regional (6-8 hours)	167										
2.	<p>Number of employees needed per type and size of job.</p> <ul style="list-style-type: none"> <li>• The size of the crew(s) is job-specific based on the square footage of affected areas and the extent of damage. Most projects are handled with a two-person crew. In the occurrence of an area-wide or regional flooding event, multiple crews and service vehicles would be committed to the clean-up effort.</li> </ul>										
3.	<p>Hour rate per job classification.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Labor Classification:</td> <td style="width: 50%;">Hourly Rate</td> </tr> <tr> <td>Head Restoration Technician</td> <td style="text-align: center;">\$46.37</td> </tr> <tr> <td>Restoration Technician</td> <td style="text-align: center;">\$39.89</td> </tr> <tr> <td>General Labor</td> <td style="text-align: center;">\$32.75</td> </tr> </table>	Labor Classification:	Hourly Rate	Head Restoration Technician	\$46.37	Restoration Technician	\$39.89	General Labor	\$32.75		
Labor Classification:	Hourly Rate										
Head Restoration Technician	\$46.37										
Restoration Technician	\$39.89										
General Labor	\$32.75										
4.	<p>Hourly Rate per job type (cleaning, sanitizing, etc.)</p> <ul style="list-style-type: none"> <li>• This contract is for cleaning, sanitizing and drying of sanitary</li> </ul>										

	back-ups/damages. Clean- up crews consist of a Head Restoration Technician and Restoration Technician (\$86.26/hr)												
5.	<p>Rate for removal of items to owner designated location</p> <ul style="list-style-type: none"> <li>This task would occur as part of the Standard Operating Procedures for the City associated with these losses. Clean-up crews consist of a Head Restoration Technician and Restoration Technician (\$86.26/hr)</li> </ul>												
6.	<p>Carpet and pad disengagement, per sq/ft.</p> <ul style="list-style-type: none"> <li>Carpet and pad disengagement and/or disposal would be part of the Standard Operating Procedures for the City associated with these losses. Therefore the cost would be based on the hourly rates. If the City would prefer for this task to be priced based on a unit cost basis, the rates would be:</li> </ul> <table border="1" data-bbox="467 905 1101 1079"> <thead> <tr> <th>Task</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>Carpet Disengagement</td> <td>\$.28/sf</td> </tr> <tr> <td>Carpet Removal &amp; Disposal</td> <td>\$.45/sf</td> </tr> <tr> <td>Padding Disengagement</td> <td>\$.19/sf</td> </tr> <tr> <td>Padding Removal &amp; Disposal</td> <td>\$.42/sf</td> </tr> </tbody> </table>	Task	Price	Carpet Disengagement	\$.28/sf	Carpet Removal & Disposal	\$.45/sf	Padding Disengagement	\$.19/sf	Padding Removal & Disposal	\$.42/sf		
Task	Price												
Carpet Disengagement	\$.28/sf												
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Padding Disengagement	\$.19/sf												
Padding Removal & Disposal	\$.42/sf												
7.	<p>Sanitizing treatment, rate per sq ft.</p> <ul style="list-style-type: none"> <li>Belfor uses a sanitizing agent named Benefect (MSDS Sheet included in packet). The cost is \$.15/sf</li> </ul>												



### Category 3 sanitation procedures

- Verify that the property owner has a completed Authorization Form from the City
- Protect unaffected contents
  - Block & pad
  - Move to unaffected areas
- Extract water from affected flooring
- Detailed inspection
  - Moisture mapping of area (to determine wet/affected materials)
  - Analyze affected:
    - Flooring & sub-flooring
    - Contents
    - HVAC system
- Remove unsalvageable contents from the work area until approved for disposal
- Remove & dispose affected porous building materials (carpet, padding, drywall)
- Moisture readings:
  - Affected area(s)-measured in grains per pound (G.P.P.)
  - Specific structural items
- Powerwash & rinse affected structure
- Sanitize Structure
  - Application of Benefect\*
- Clean and sanitize salvageable contents
- Structural Drying
  - Air Movers
  - Dehumidifiers
- Follow-up inspection(s)
  - Psychrometric readings
  - Moisture content of affected structural materials

\*see attached MSDS



## BELFOR Property Restoration

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28400 Schoolcraft Road - Livonia, MI 48150  
(800) 421-4141 Tel. - (734) 261-7765 Fax.  
MI License # 2102160913 - Fed ID # 84-1309171

Client: City of Ann Arbor- Sanitary Services  
Property: 1234 Main  
Ann Arbor, MI

Home: (734) 555-1212

Operator Info:

Operator: KRHODES

Estimator: Ken Rhodes

Type of Estimate: Sewage

Date Entered: 11/9/2015

Date Assigned:

Price List: BELFORMASTER

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2015-11-09-1156

We would like to thank you for the recent work. The following pages contain a detailed breakdown of the services that were performed for you.

Total cost for the work detailed in the following pages is **\$996.73**.

It is possible that your insurance company may send the payment directly to you. If you receive such payment please forward it immediately to **BELFOR** as directed on the attached invoice.

If you have any questions about the work performed or the invoice, please contact Ken Rhodes.

*Thank you in advance for your cooperation,*

### BELFOR Property Restoration

We are here 24 hours a day, seven days a week,  
wherever and whenever you need us.

If you would like to participate in our Customer Satisfaction Survey, please visit our website [www.BELFOR.com](http://www.BELFOR.com) to do so.





**BELFOR Property Restoration**

28400 Schoolcraft Road - Livonia, MI 48150  
(800) 421-4141 Tel. - (734) 261-7765 Fax.  
MI License # 2102160913 - Fed ID # 84-1309171

2015-11-09-1156

**DD/MM/YY Mitigation**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Sanitary back-up affecting the main basement area. 400 square feet total with 200 square feet of carpet and padding.			
Scope of work completed:			
> Crews extracted water			
> Removed & Disposed of affected carpet and pad			
> Powerwashed affected flooring			
> Hand cleaned stairs to basement			
> Sanitized all affected areas			
> Installed necessary drying equipment			
1. Head Restoration Tech	3.00 HR @	46.37 =	139.11
2. Restoration Technician	3.00 HR @	39.89 =	119.67
3. Truck-mounted extraction & powerwashing unit	1.00 HR @	60.00 =	60.00
4. Carpet Removal & Disposal	200.00 SF @	0.45 =	90.00
5. Padding Removal & Disposal	200.00 SF @	0.42 =	84.00
6. 6 mil disposal bags	10.00 EA @	0.83 =	8.30
7. Tyvek Suit	2.00 EA @	18.50 =	37.00
8. Half-Face Respirator (P100)	2.00 EA @	10.50 =	21.00
9. Latex Gloves	4.00 PR @	0.24 =	0.96
10. EPA Registered Anti-Microbial Disinfectant	400.00 SF @	0.15 =	60.00
11. Drying fan (per day)- No Monitoring	6.00 EA @	28.61 =	171.66
12. Dehumidifier unit (per day)- XLarge-No Monitoring	1.00 EA @	118.77 =	118.77

**DD/MM/YY Inspection**

DESCRIPTION	QNTY	UNIT COST	TOTAL
13. Head Restoration Tech	1.00 HR @	46.37 =	46.37
14. Restoration Technician	1.00 HR @	39.89 =	39.89



**BELFOR Property Restoration**

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28400 Schoolcraft Road - Livonia, MI 48150  
(800) 421-4141 Tel. - (734) 261-7765 Fax.  
MI License # 2102160913 - Fed ID # 84-1309171

**Summary**

Line Item Total	996.73
Replacement Cost Value	<u>\$996.73</u>
Net Claim	<u><u>\$996.73</u></u>

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Ken Rhodes

## BID FORM

### Section 2 – References

Include a minimum of 3 reference from similar work completed within the past five (5) years.

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

1.	<u>Ypsilanti Community Utilities Authority</u>	<u>2004 - present</u>	<u>\$80,000</u>
	<b>Company</b>	<b>Service Dates</b>	<b>Contract Amount</b>
	<u>Tammy Muccino</u>	<u>734-544-7247</u>	
	<b>Contact Name</b>	<b>Phone Number</b>	
	<u>Cleaning and sanitation services</u>		
	<b>Work Performed</b>		

2.	<u>University of Michigan</u>	<u>1994 - present</u>	<u>\$1 million</u>
	<b>Company</b>	<b>Service Dates</b>	<b>Contract Amount</b>
	<u>Pam Date</u>	<u>734-764-2200</u>	
	<b>Contact Name</b>	<b>Phone Number</b>	
	<u>water mitigation and damage restoration in a wide variety of building types and circumstances</u>		
	<b>Work Performed</b>		

3.	<u>Oakland County</u>	<u>March 2014-present</u>	<u>\$300,000 in services</u>
	<b>Company</b>	<b>Service Dates</b>	<b>Contract Amount</b>
	<u>Art Holdsworth, Director Facilities Mgmt</u>	<u>248-858-0215</u>	
	<b>Contact Name</b>	<b>Phone Number</b>	
	<u>water mitigation and fire damage restoration for buildings throughout Oakland County</u>		
	<b>Work Performed</b>		

## About BELFOR

### Scope of Services

BELFOR Property Restoration provides a full scope of restoration services to commercial and residential customers all over the world, with 24-7-365 emergency response. This single-source accountability allows the most streamlined and cost-effective path to final restoration and getting things back to normal.

As a general contractor, BELFOR provides virtually any construction or emergency service. Listed below are many of the services we typically provide:

- **Water extraction**
- **Emergency board up**
- **Decontamination services**
- **Temporary roofing**
- **Mold remediation**
- **Vital records recovery**
- **Document freeze drying**
- **Structural drying**
- **Contents restoration**
- **Dehumidification**
- **Hazardous materials**
- **Machinery retrofitting**
- **Property salvage**
- **Electronics restoration**
- **Project management**
- **Data/Media recovery**
- **Duct cleaning**
- **Consulting services**
- **Bio-Hazard / Trauma Cleanup**
- **Power, heating and cooling generation**
- **HVAC Services / Restoration**

Since BELFOR's inception in 1946, we have developed a loyal base of clients in a variety of industries. Clients range from multinational corporations, universities and hospital systems to individual homeowners, and every kind of business in between. In Michigan, we handle over 3,500 losses per year, primarily in the lower peninsula in Southeastern Michigan, Lansing, Grand Rapids and Toledo (which is included in the Michigan region). In 2015, these losses totalled \$47 million in revenue. Over 800 of our projects last year were at commercial buildings including several hospitals, large office buildings, universities and school districts.

Our core competencies, which include water and fire damage mitigation and restoration, are conducted and managed by certified experts with technical knowledge in discrete areas of the mitigation and restoration process. In addition, our certified experts have more than just knowledge, they have a depth of experience that only working at BELFOR can provide. The majority of our water and fire experts have an average of 18 years of industry experience and have benefited from our volume of business.

### **Response time**

**BELFOR personnel stand ready to respond to calls at any time of the day or night and routinely monitor our call system. Our on-call system ensures that the appropriate number of workers arrive on a timely basis, not too many and not too few. It is not uncommon for staff who are NOT on call to volunteer to work during times of great need.**

**In times of great need, we work closely with a select group of industry partners to perform the necessary work; these subcontractors would be working under the supervision of BELFOR employees. We will never send another company other than BELFOR to respond to the needs of the City of Ann Arbor.**

## **APPENDICES**

**City of Ann Arbor Prevailing Wage Declaration of Compliance**

**City of Ann Arbor Living Wage Declaration of Compliance and Living Wage Poster**

**City of Ann Arbor Vendor Conflict of Interest form**

**City of Ann Arbor Non-discrimination Declaration of Compliance and Non-Discrimination Poster**

**City Standard Terms and Conditions**

**CITY OF ANN ARBOR**

**PREVAILING WAGE DECLARATION OF COMPLIANCE**

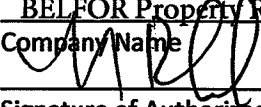
The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics 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 be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

BELFOR Property Restoration  
 Company Name  
  
 Signature of Authorized Representative  
 Date Nov 11, 2015  
Ken Rhodes, General Manager  
 Print Name and Title  
28400 Schoolcraft Road, Livonia, MI 48150  
 Address, City, State, Zip  
734-216-9636, ken.rhodes@us.belfor.com  
 Phone/Email address

**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 \$12.81/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 \$14.30/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.

BELFOR Property Restoration  
Company Name

  
Signature of Authorized Representative

Nov 11, 2015  
Date

Ken Rhodes, General Manager  
Print Name and Title  
28400 Schoolcraft Road, Livonia, MI 48150  
Address, City, State, Zip  
734-216-9636, ken.rhodes@us.belfor.com  
Phone/Email address

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

Revised 3/31/15 Rev 1

LW-2



**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016**

**\$12.81 per hour**

If the employer provides health care benefits\*

**\$14.30 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:  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@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 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.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
BELFOR Property Restoration	734-216-9636
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	( ) Relationship to employee _____ ( ) Interest in vendor's company _____ ( ) Other _____
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.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative

Nov 11, 2015  
Date

Ken Rhodes, General Manager  
Printed Name of Vendor Authorized Representative

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**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

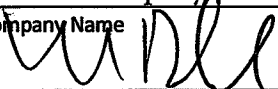
The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (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.

BELFOR Property Restoration

Company Name



11/19/15

Signature of Authorized Representative

Date

Ken Rhodes

Print Name and Title

28400 Schoolcraft Road, Livonia, MI 48150

Address, City, State, Zip

734-216-9636, ken.rhodes@us.belfor.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