

## 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 Advertisement, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (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 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 19 DAY OF May, 2016.

Shaw Electric Co.

Bidder's Name

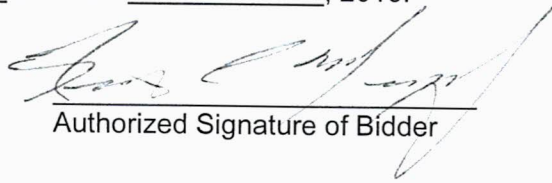
22100 Telegraph Rd

Southfield, Mi. 48033

Official Address

(248) 228-2000

Telephone Number



Authorized Signature of Bidder

Robert C. Minielly

(Print Name of Signer Above)

rminielly@shawelectric.com

Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

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

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

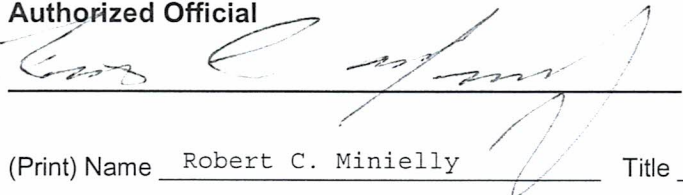
• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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

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

**Authorized Official**

  
\_\_\_\_\_

**Date** 05/19, 2016

(Print) Name Robert C. Minielly Title President

Company: Shaw Electric Co.

Address: 22100 Telegraph Rd.

Contact Phone ( ) 248-228-2000 Fax ( ) 248-228-2080

Email rminielly@shawelectric.com



# BID FORM

## Section 1 – Schedule of Prices

Project: Steere Farm Engine Replacement Project, ITB # 4440

Bidder' Name: Shaw Electric Co.

**Notes:**

1. All bidders shall provide a Unit Price and Total Price for all bid items specified.
2. Quantities included in the bid table represent estimated quantities for different work. The CONTRACTOR shall be compensated for the actual number of items completed using the unit prices provided.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.
5. Contract shall be awarded based on the base bid or any combination of a base bid and alternate bid in any manner the City believes to be in its best interest.

**Bid Items**

The bidder agrees to complete the Project and all related work, as specified and shown on the drawings, for the following unit prices.

<b>Steere Farm Engine Replacement Project BASE BID</b>					
Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1	DTE Electrical Allowance	1	LS	\$70,000	\$70,000
2	Permit Allowance	1	LS	\$20,000	\$20,000
3	Relocate Gas Main Allowance	1	LS	\$40,000	\$40,000
4	Mobilization	1	LS	\$ <u>130,000</u>	\$ <u>130,000</u>
5	Well houses 25W, 21W, 741 and All Related Work	1	LS	\$ <u>3,930,700</u>	\$ <u>3,930,700</u>
6	Start-Up, Commissioning and Training	1	LS	\$ <u>20,000</u>	\$ <u>20,000</u>
7	Final Closeout	1	LS	\$ <u>45,000</u>	\$ <u>45,000</u>

Total Base Bid: Four Million One Hundred Fifty Five Thousand Seven Hundred Dollars (\$ 4,155,700)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

**Alternates**

Alternate No. 1 – Kohler Generator - to provide a Kohler Generator in lieu of Cummins Generator

Add: \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or  
Deduct: Twenty Two Thousand Eight Hundred Dollars ( 22,800.00 )

Alternate No. 2 – Salvage Engines - to remove existing Caterpillar Engines and leave on site for disposal by City of Ann Arbor

Add: Nine Thousand Three Hundred Dollars ( 9,300.00 ) or  
Deduct: \_\_\_\_\_ Dollars ( \_\_\_\_\_ )

Alternate No. 3 – Eliminate Masonry Wall - to eliminate masonry knee wall and use insulated steel siding at all three well houses

Deduct: Three Thousand Dollars ( 3,000.00 )

Alternate No. 4 – Eliminate Epoxy Floor Coatings - to eliminate epoxy floor coatings and apply concrete sealer at all three well houses

Deduct: Seven Thousand Five Hundred Dollars ( 7,500.00 )

Alternate No. 5 – Eliminate Trench Drains – to eliminate trench drains, sumps and sump pumps in buildings 21W and 741.

Deduct: Twenty Two Thousand Dollars ( 22,000.00 )

Alternate No. 6 – Eliminate Water Supply Taps and Hose Bibbs – to eliminate water supply taps downstream of the check valve and instead install these taps upstream of the check valves

Deduct: Six Thousand Dollars ( 6,000.00 )

Alternate No. 7 – Provide Manufacturer Remote Training Classes – Provide remote training classes for VFD and generator (two classes).

Add: Seven Thousand Dollars ( 7,000.00 )

Alternate No. 8 – Facility Online Training – Provide online training material per specification section 01830.

Add: Fifty-seven Thousand Dollars ( 57,000.00 )

# BID FORM

## Section 2 - Material and Equipment 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.

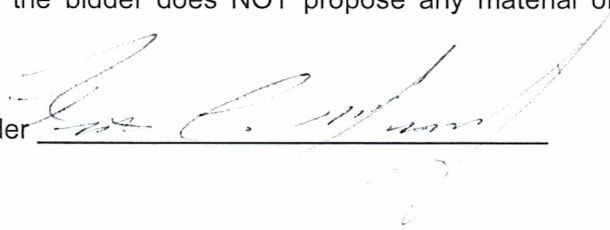
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered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

<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



# BID FORM

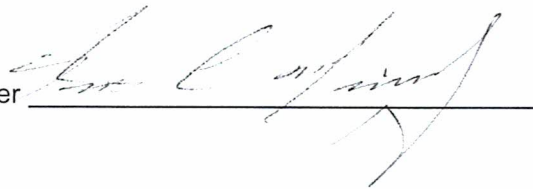
## Section 3 - Time Alternate

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

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



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# BID FORM

## Section 4 - Major Subcontractors

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

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Eagle Excavation 4295 Holiday Drive Flint, MI	Site/earthwork	\$180,000.00
Baseline Constructors, Inc 20096 Brown Chelsea, MI	Concrete	\$75,000.00
Murray Painting 6078 Hackett Rd. Freeland, MI	Painting	\$18,800.00
Shaw Electric Co. 22100 Telegraph Southfield, MI	Electrical	\$1,960,000.00
Erie Welding & Mechanical <del>Power Process Piping</del> <del>John Darr Mechanical</del>	Mechanical	173,000.00
Wellman Masonry 2195 Parma Rd. Parma, MI	Masonry	\$46,000.00
Erie Welding & Mechanical <del>Power Process Piping</del> <del>John Darr Mechanical</del>	Process Piping	68,500.00
CCI Commerce Controls 41069 Vincenti Court Novi, MI	Controls	\$133,000.00
Eagle Excavation / Baseline Constructors	Surveyor	\$7,500.00
CTI 28001 Cabot Drive Novi, MI	Materials Testing	\$12,028.00
BlueStar, Inc. 21950 Hoover Warren, MI	Other - Demo	\$32,000.00



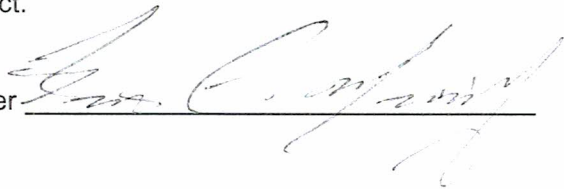
The bidder expects to supply products from the following manufacturers:

<u>Supplier (manufacturer)</u>	<u>Product</u>
<i>Cummins</i>	Generator
<i>US ELECTRIC</i>	200 HP Electric Motors
<i>SQ D</i>	Variable Frequency Drives
<i>SQ D</i>	Motor Control Center
<i>HESCO/360 Water, Inc.</i>	Online Training Provider
<i>WOLVERINE STEEL ERECTORS</i>	Pre-Engineered Building

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

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

Signature of Authorized Representative of Bidder



# BID FORM

## Section 5 – References

**GENERAL CONTRACTOR** (Name: Shaw Electric Co.)

Include a minimum of 3 references from similar projects involving building construction at water utility facilities completed within the past 5 years.

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

1) Ann Arbor Barton & S. Industrial                      \$2,635,000                      2012-2016  
Project Name    Cost    Date Constructed

Glen Wiczorek    734-576-5463  
Contact Name    Phone Number

2) Wayne County System Monitoring                      \$4,050,000                      2011  
Project Name    Cost    Date Constructed

Steve Valinowski    734-947-9700  
Contact Name    Phone Number

3) Rochester Hills SCADA Rehabilitation                      \$3,270,000                      2014  
Project Name    Cost    Date Constructed

David Carney    248-656-4600  
Contact Name    Phone Number

# BID FORM

## Section 5 – References

**ELECTRICAL CONTRACTOR** (Name: Shaw Electric Co.)

Include a minimum of 3 references from similar projects involving building construction at water utility facilities completed within the past 5 years.

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

1) Pontiac WWTP Improvements                      \$2,237,000                      2015 /2016  
Project Name    Cost    Date Constructed

Tim Sullivan    313-961-3330  
Contact Name    Phone Number

2) DWSD PC792    \$7,100,000                      2015  
Project Name    Cost    Date Constructed

Jim Roessling    413-540-1492  
Contact Name    Phone Number

3) DWSD PC787    \$4,340,000                      2015  
Project Name    Cost    Date Constructed

Alan Kreyger    313-567-4500  
Contact Name    Phone Number

# BID FORM

## Section 5 – References

CONTROLS CONTRACTOR (Name: Commerce Controls, Inc.)

Include a minimum of 3 references from similar projects involving building construction at water utility facilities completed within the past 5 years.

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

1) NORTHVILLE 5 mile Bypass \$ 182,228 9/20/08  
Project Name Cost Date Constructed

KARL GORHAM (248) 982-2529  
Contact Name Phone Number

2) NEW RO WATER PLANT FOR \$ 2,822,187 1/20/08  
Project Name CAPE CORAL, FL Cost Date Constructed

ANDREW FENSKR (239) 574-0878  
Contact Name Phone Number

3) KANAPAH LRF PLC \$ 548,585 1/20/09  
Project Name REPLACEMENT Cost Date Constructed

MARCUS MITCHELL (352) 535-5391  
Contact Name Phone Number



# BID FORM

## Section 5 – References

MECHANICAL CONTRACTOR (Name: Erie Welding and Mechanical)

Include a minimum of 3 references from similar projects involving building construction at water utility facilities completed within the past 5 years.

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

Ann Arbor Water Treatment Plant  
1) Boiler Piping 19,912.00 10-1-13  
Project Name Cost Date Constructed

Andrew Smith 248-684-5330  
Contact Name Phone Number

Monroe WWTP  
2) Bubbler Line Replacement 37,066.00 6-1-13  
Project Name Cost Date Constructed

Randy Sommers 734-241-5926  
Contact Name Phone Number

Monroe Water Treatment  
3) Plant Valve + Pipe Replacement 27,511.00 12-1-11  
Project Name Cost Date Constructed

Chris Knight 734-241-5947  
Contact Name Phone Number

**BID FORM**

Section 5 – References

ONLINE TRAINING PROVIDER CONTRACTOR (Name: 360water, Inc.)

Include a minimum of 3 references from similar projects involving building construction at water utility facilities completed within the past 5 years.

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

1) City of Newark, Ohio 35,000 2012  
Project Name Cost Date Constructed

Roger Loomis 740-349-6735  
Contact Name Phone Number

2) Shreveport WTP 78,000 2012  
Project Name Cost Date Constructed

Rob Campbell 318-673-7658  
Contact Name Phone Number

Hap Crimean WTP-Ozone  
3) City of Columbus 300,000 2014  
Project Name Cost Date Constructed

DAVID BELL-GAMES 614-459-2050  
Contact Name Phone Number

Burgess & Niple



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:

Table with 2 columns: Vendor Name, Vendor Phone Number. Vendor Name: Shaw Electric Co., Vendor Phone Number: (248) 228-2000. Section: 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. Answer: 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: [Handwritten Signature], Date: 5/19/2016, Printed Name of Vendor Authorized Representative: Robert C. Minielly

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  
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.

Shaw Electric Co.

Company Name

5/19/2016

Signature of Authorized Representative

Date

Robert C. Minielly President

Print Name and Title

22100 Telegraph Rd. Southfield, MI. 48033

Address, City, State, Zip

(248) 228-2000 rminielly@shawelectric.com

Phone/Email address

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



**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

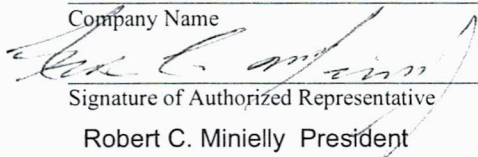
The Contractor agrees:

- (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.

Shaw Electric Co.

Company Name



5/19/2016

Signature of Authorized Representative

Date

Robert C. Minielly President

Print Name and Title

22100 Telegraph Rd. Southfield, MI. 48033

Address, City, State, Zip

(248) 228-2000 rminielly@shawelectric.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/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

**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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**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.



**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.

Shaw Electric Co.

Company Name

5/19/2016

Signature of Authorized Representative

Date

Robert C. Minielly President

Print Name and Title

22100 Telegraph Rd. Southfield, MI. 48033

Address, City, State, Zip

(248) 228-2000 rminielly@shawelectric.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, 2016 - ENDING APRIL 29, 2017**

**\$12.93 per hour**

If the employer provides health care benefits\*

**\$14.43 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)**