

COPY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Lacaria Concrete Construction, Inc. (Here insert full name and address or legal title of Contractor)
3720 Central Avenue, Detroit, MI 48210

as Principal, hereinafter called the Principal, and
Westfield Insurance Company (Here insert full name and address or legal title of Surety)
P.O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
Ann Arbor (Here insert full name and address or legal title of Owner)

301 E. Huron St., Ann Arbor, MI 48104
as Obligee, hereinafter called the Obligee, in the sum of

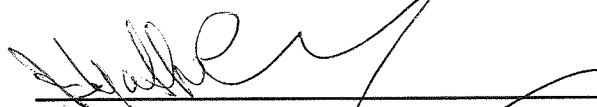
Five Percent (5%) of Amount of Bid Dollars (5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
Broadway / N. Division / Detroit Street Planter Wall and Sidewalk Repair Project, ITB-No. 4432

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 20th

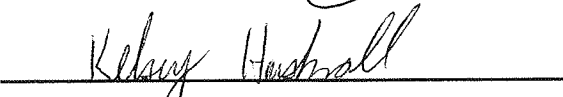
day of April, 2016
Lacaria Concrete Construction, Inc.



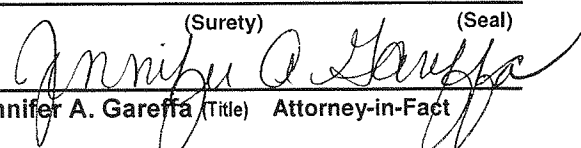
(Witness)

(Principal) (Seal)

(Title) *Principal*
Westfield Insurance Company



(Witness)

(Surety) (Seal)

Jennifer A. Gareffa (Title) Attorney-in-Fact

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, JENNIFER A. GAREFFA, JOINTLY OR SEVERALLY**

of **TROY** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **26th** day of **FEBRUARY** A.D., **2013**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **26th** day of **FEBRUARY** A.D., **2013**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **20th** day of **April** A.D., **2016**



Frank A. Carrino
Frank A. Carrino, Secretary

BID FORM

Section 1 - Schedule of Prices

Company: LACARIA CONCRETE CONSTRUCTION

Project: Broadway/N. Division/Detroit Street Planter Wall and Sidewalk Repair
 File No. 2015-024 ITB No. 4432

ITEM NO. 1XX INDICATES CITY OF ANN ARBOR STANDARD PAY ITEM. SEE "PUBLIC SERVICES DEPT STANDARD SPECIFICATIONS"
 ITEM NO. 2XX INDICATES CITY OF ANN ARBOR MODIFIED PAY ITEM. SEE DETAILED SPECIFICATIONS IN CONTRACT DOCUMENTS
 ITEM NO. 3XX INDICATES MDOT STANDARD PAY ITEM. SEE "MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2012"

| <u>Item</u> | <u>Description - Bid Item</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Estimated Cost</u> |
|-------------|---|-------------|---------------------------|-------------------|---------------------------|
| 101 | General Conditions | LS | 1 | x \$ <u>5000</u> | = \$ <u>5000</u> ✓ |
| 201 | Sidewalk, Ramp, Conc, 6 inch, ADA, Modified | EACH | 891 | x \$ <u>9</u> | = \$ <u>8019</u> ✓ |
| 202 | Sign, Rem, Salv, Reinstall | EACH | 1 | x \$ <u>600</u> | = \$ <u>600</u> ✓ |
| 203 | Detectable Warning Tiles | SFT | 46 | x \$ <u>85</u> | = \$ <u>3910</u> ✓ |
| 204 | Conc Curb Head | FT | 6 | x \$ <u>100</u> | = \$ <u>600</u> ✓ |
| 301 | Excavation, Fdn | CYD | 14 | x \$ <u>25</u> | = \$ <u>350</u> ✓ |
| 302 | Backfill, Structure, CIP | CYD | 13 | x \$ <u>25</u> | = \$ <u>325</u> ✓ |
| 303 | Structures, Rehabilitation, Rem Portions | LS | 1 | x \$ <u>1200</u> | = \$ <u>1200</u> ✓ |
| 304 | Conc, Grade S2 | CYD | 7 | x \$ <u>300</u> | = \$ <u>2100</u> ✓ |
| 305 | Reinforcement, Steel, Epoxy Coated | LB | 161 | x \$ <u>25</u> | = \$ <u>4025</u> ✓ |
| 306 | Festuca Ovina Glauca 'Elijah Blue', #2 | EACH | 30 | x \$ <u>60</u> | = \$ <u>1800</u> ✓ |
| 307 | Mulch | SYD | 15 | x \$ <u>40</u> | = \$ <u>600</u> ✓ |
| 308 | Topsoil Surface, Furn, 8 inch | SYD | 15 | x \$ <u>40</u> | = \$ <u>600</u> ✓ |
| 309 | Sidewalk, Rem | LS | 1 | x \$ <u>1000</u> | = \$ <u>1000</u> ✓ |
| 310 | Shared use Path, Grading | SYD | 116 | x \$ <u>25</u> | = \$ <u>2875</u> + 2,900. |
| 311 | Curb, Rem | FT | 6 | x \$ <u>30</u> | = \$ <u>180</u> ✓ |

BF-1 Sub-total = \$ 33,184⁰⁰

33,209.⁰⁰

BID FORM

Section 1 - Schedule of Prices

Company: LACARIA CONCRETE CONSTRUCTION

Project: Broadway/N. Division/Detroit Street Planter Wall and Sidewalk Repair
 File No. 2015-024 ITB No. 4432

| <u>Item</u> | <u>Description - Bid Item</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Estimated Cost</u> |
|-------------|--|-------------|---------------------------|-------------------|-------------------------------------|
| 312 | Minor Traffic Devices | LSUM | 1 | x \$ <u>6000</u> | = \$ <u>6000</u> ✓ |
| 313 | Barricade, Type III, high Intensity, Double Sided, Lighted, Furn | EA | 10 | x \$ <u>100</u> | = \$ <u>1000</u> ✓ |
| 314 | Barricade, Type III, high Intensity, Double Sided, Lighted, Oper | EA | 10 | x \$ <u>1</u> | = \$ <u>10</u> ✓ |
| 315 | Lighted Arrow, Type C, Furn | EA | 2 | x \$ <u>1000</u> | = \$ <u>2000</u> ✓ |
| 316 | Lighted Arrow, Type C, Oper | EA | 2 | x \$ <u>1</u> | = \$ <u>2</u> ✓ |
| 317 | Pavt Mrkg, Wet Reflective Type R, Tape, White, Temp | FT | 325 | x \$ <u>4</u> | = \$ <u>1300</u> ✓ |
| 318 | Pavt Mrkg, Wet Reflective Type R, Tape, Yellow, Temp | FT | 165 | x \$ <u>4</u> | = \$ <u>660</u> ✓ ^{660.00} |
| 319 | Plastic Drum, High Intensity, Furn | EA | 65 | x \$ <u>100</u> | = \$ <u>6500</u> ✓ |
| 320 | Plastic Drum, High Intensity, Oper | EA | 65 | x \$ <u>1</u> | = \$ <u>65</u> ✓ |
| 321 | Sign Cover | EA | 5 | x \$ <u>60</u> | = \$ <u>300</u> ✓ |
| 322 | Sign, Type B, Temp, Prismatic, Furn | SFT | 482 | x \$ <u>7</u> | = \$ <u>3374</u> ✓ |
| 323 | Sign, Type B, Temp, Prismatic, Oper | SFT | 482 | x \$ <u>1</u> | = \$ <u>482</u> ✓ |
| 324 | Sign, Type B, Temp, Prismatic, Special, Furn | SFT | 11 | x \$ <u>15</u> | = \$ <u>165</u> ✓ |
| 325 | Sign, Type B, Temp, Prismatic, Special, Oper | SFT | 11 | x \$ <u>1</u> | = \$ <u>11</u> ✓ |

BF-2 Sub-total = \$ 21969 ✓

BF-1 Sub-total = \$ 33184 33,209.00

Project Total = \$ 55064 ⁰⁶ 55,053.00
 55,073.00

MW
4/22/16

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.

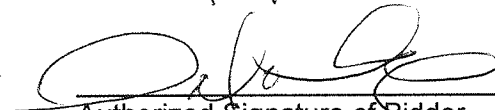
If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying 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 17 DAY OF April, 2016.

LACARIA Concrete Const
Bidder's Name


Authorized Signature of Bidder

370 Central Dist MI 48210
Official Address

Salvatore Lacaria
(Print Name of Signer Above)

313 843-3861
Telephone Number

SAIC@LACARIAConcrete.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 MI, for whom Salvatore Lacari, 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

Salvatore Lacari Date 4-17, 2016

(Print) Name Salvatore Lacari Title president

Company: Lacaria Concrete Construction

Address: 3720 Central Det MI 4820

Contact Phone (313) 843-3865 Fax (313) 843-8799

Email Sal@LacariaConcrete.com

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.

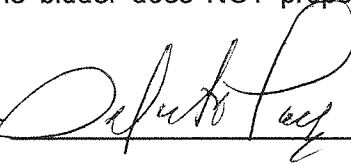
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered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

| <u>Item Number</u> | <u>Description</u> | <u>Add/Deduct Amount</u> |
|--------------------|--------------------|--------------------------|
|--------------------|--------------------|--------------------------|

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

4-17-2016

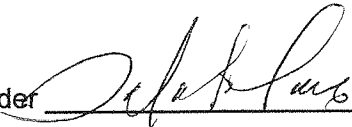
BID FORM

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  Date 4-17 2016

BID FORM

Section 4 - Major Subcontractors

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

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

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

| <u>Subcontractor (Name and Address)</u> | <u>Work</u> | <u>Amount</u> |
|---|-------------|---------------|
|---|-------------|---------------|

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

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

Signature of Authorized Representative of Bidder



Date 4-17-2016

BID FORM

Section 5 – References

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

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

1) See list
Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

2) _____
Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

3) _____
Project Name _____ Cost _____ Date Constructed _____

Contact Name _____ Phone Number _____

**IACARIA CONCRETE CONSTRUCTION
EXPERIENCE LAST 5 YEARS OR MORE**

| Project Name | Project Owner's Name & Address | Contract Amount | Completed on or before completion time | Brief Description of work |
|---|--------------------------------|-----------------|--|---|
| 2007 Street Resurfacing | St. Clair Shores | \$286,620.00 | In time | Structure Adj., Sidewalk, ADA Ramps, Street Resurfacing |
| 2007 Sidewalk Replacement | City of Bloomfield Township | \$371,940.95 | In time | Street Pavement, Sidewalk, ADA Ramp |
| 2007 City of Berkeley Pavement Repairs | City of Berkeley, Michigan | \$409,000.00 | In time | Pavement Repair |
| 2006 City of Warren Sidewalk Ramps | City of Warren, Michigan | \$250,000.00 | In time | ADA Sidewalk Repair |
| 2005 City of Berkeley Street Repair | City of Berkeley, Michigan | \$250,000.00 | In time | Street Repair |
| 2001 City of Monroe Ramp | City of Monroe | \$250,000.00 | In time | ADA Ramp |
| City of Canton Fire Station Parking Lot | City of Canton | \$48,000.00 | In time | Concrete Parking Lot |
| City of Troy Parking Lot Resurfacing | City of Troy | \$174,203.20 | In time | Resurfacing of Parking Lot, Sidewalk, ADA Ramp |

**LA CARRIA CONCRETE CONSTRUCTION
EXPERIENCE LAST 5 YEARS OR MORE**

| Project Name | Project Owner's Name & Address | Contract Amount | Completed on or before completion time | Brief Description of work |
|--|---|-----------------|--|--|
| 2009 Paving Program (Sub) | City of Birmingham, Michigan | \$500,000.00 | In time | Sidewlk, ADA Ramps and street Pavement, Asphalt Pavement, Drainage Structure Adj., |
| 2009 Concrete Maintenance - Bloomfield Orchards | City of Auburn Hills | \$485,905.18 | In time | Sidewalk, ADA Ramps and Street Pavement |
| 2009 CDBG Paving (Sub) | City of Royal Oak, Michigan | \$550,000.00 | In time | Sidewalk, ADA Ramps and Street Pavement, Asphalt Paving, Drainage Structure Adj., |
| 2008 Concrete Repair Program | City of Beverly Hills 18500 W. 13 Mile Rd, MI 48025 | \$181,320.00 | In time | Sidewalk, ADA Ramps and Street Pavement |
| 2008 CBD Streetscape | City of Royal Oak 211 William Street MI 48067 | \$380,260.00 | In time | Stamp Concrete, Sidewalk, ADA Ramps |
| 2008 City office Parking lot replacement | City of Berkley, Michigan | \$550,000.00 | In time | Sidewalk, ADA Ramps and Street Pavement, Resurfacing Asphalt |
| 2007/2008 Road Repair Program | City of Inkster, MI | \$4,000,000.00 | In time | |
| 2007/2008 Asphalt Pavement Resurfacing | City of Deaborn 4500 Maple Street 3rd Floor Deaborn, MI 48126 | \$1,477,400.31 | In time | Resurfacing Asphalt Street, Concrete Pavement, Sidewalk, Curb & Gutter, ADA Ramp |

**LACARIA CONCRETE CONSTRUCTION
EXPERIENCE LAST 5 YEARS OR MORE**

| Project Name | Project Owner's Name & Address | Contract Amount | Completed on or before completion time | Brief Description of work |
|---|--|-----------------|--|---|
| 2012 Bus Stop Improvements | City of Roseville | \$140,000.00 | In time | |
| 2011/2012 Local Street Concrete Replacement and Sidewalk Repair Program | Village of Beverly Hills | \$810,000.00 | In time | |
| 2011 Asphalt Street Resurfacing Phase I | City of Dearborn, Michigan | \$2,700,000.00 | In time | Sidewalk, ADA Ramps and Street Pavement, Resurfacing Street Asphalt, Pavement, Drainage structure Adj., |
| 2010 Streetscape Improvements | City of Royal Oak, Michigan | \$300,000.00 | In time | Sidewalk, ADA Ramps and Street Pavement, Streetscape Project Drainage Structure Adj., |
| 2010 Sidewalk Ramp Construction upgrade | MDOT JN: 105541-2 | \$2,082,431.51 | In time | ADA Ramp upgrade in the city of Detroit |
| 2010 Improvements AEW No. 180-102 | City of Harperwoods 19617 Harper Ave, MI 48225 | \$104,159.00 | In time | Sidewalk, ADA Ramps |
| 2010 Asphalt Resurfacing and Street Pavement | City of Dearborn 4500 Maple Street Dearborn, MI 48126 | \$1,725,038.50 | In time | Asphalt resurfacing and concrete Pavement, Drainage Structure Adjustment, Sidewalk an ADA Ramp |
| 2009 Street Pavement Repair Program (Sub) | City of Warren, Michigan | \$350,000.00 | In time | Sidewalk, ADA Ramps and Street Pavement, Asphalt Paving, Drainage Structure Adj., |

**LACARIA CONCRETE CONSTRUCTION
EXPERIENCE LAST 5 YEARS OR MORE**

| Project Name | Project Owner's Name & Address | Contract Amount | Completed on or before completion time | Brief Description of work |
|---|--|-----------------|--|--|
| 2015 City of Lincoln Park Concrete Repairs | City of Lincoln Park | \$800,000 | In time | |
| 2015 City of Allen Park Park Street Rebuild | <i>Allen Park</i> City of Lincoln Park | \$600,000 | In time | |
| 2014 Paved Shared Use Path Program | Charter Twp of West Bloomfield 4550 Walnut Lake Rd, PO Box 25130 West Bloomfield, MI 48325 | \$180,000.00 | In time | |
| 2014 City of Birmingham Park Street Structure Concrete Improvements | City of Birmingham, Michigan | \$195,000.00 | In time | |
| 2014 East Grand River Sidewalk | Charter Twp of Brighton, Brighton, MI 48114 | \$240,000.00 | In time | |
| 2013 City of Clawson Sidewalk Program | City of Clawson | \$180,000.00 | In time | |
| 2013 ADA Ramp Replacement | City of Grosse Pointe 17147 Maunee Ave, Grosse Pointe, MI 48230 | \$130,000.00 | In time | ADA Ramp |
| 2012 Concrete Program | MDOT 109186A | \$650,000.00 | In time | Streetscaping, Lighting, ADA Ramps, Stamped Concrete and Landscaping |

**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.

LACARR CONCRETE CONSTRUCTION

Company Name

[Signature] 4-17-2016

Signature of Authorized Representative

Date

SOLVATORE LACARRIA PRESIDENT

Print Name and Title

3720 Central Det MI 4820

Address, City, State, Zip

313 843-3865 Sale@lacarrconcrete.com

Phone/Email address

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] No. of employees ____
The Contractor or Grantee agrees:

- (e) 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 \$12.93/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 \$14.43/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
- (f) 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.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) 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.

LACANA Concrete Construction
Company Name

[Signature] 4-17-2016
Signature of Authorized Representative Date

Salvatore Lacanna President
Print Name and Title

3720 Central Det MI 4820
Address, City, State, Zip

Salc Lacana Concrete Co
Phone/Email address

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

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**



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 |
|---|--|
| | |
| 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. | <input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____ |
| | |

*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

Date

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.

LACARIN Concrete Construction
Company Name

[Signature] 4-17-2016
Signature of Authorized Representative Date

Salvatore Lacarin president
Print Name and Title

3720 Central Det MI 48210
Address, City, State, Zip

313 843-3865 Sal@LACARINConcrete
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, 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.