INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

In accordance with these bid documents, and Addenda numbered $\frac{1}{2}$, 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.

13000 Newbergh Livery MI 48150

Print Name of Signer Above)

Authorized Signature of Bidder

248-397-4200

Telephone Number

Cocy @ Anglin Civil. C

LEGAL STATUS OF BIDDER

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

Bidder declar	es that it is:		
* A corporation	on organized and doing b	usiness under the laws o	f the State of
	, for whom		, bearing the office title
of	, whose signatu	re is affixed to this Bid, is	authorized to execute contracts.
	NOTE: If not incorporated in M	lichigan, please attach the corpo	oration's Certificate of Authority
A limited	liability company doing	business under the laws	of the State of MI,
whose signat LLC.	bearing the ure is affixed to this prop	posal, is authorized to exe	ecute contract on behalf of the
of	nip, organized under the la , whose members a separate sheet if necessa	re (list all members and t	and filed in the county the street and mailing address of
		-	
<u> </u>			
	al, whose signature with a	address, is affixed to this	Bid: (initial here)
Authorized C	112		C/2/10
01	200	Date _	6////9 , 201_
(Print) Name <u>(</u>		Title ESH	mator
	nglin Civil		
Address: 130	000 Newburgh	hed Livenia, 1	WI 48150
	248 397. 420	O Fax ()	
Email Cody	<u>re Anglin Civil.</u>	com	

Section 1 - Schedule of Prices

Company:

Anglin Civil

Project:

Riverside Park Path Renovations, ITB # 4586

Unit Price Bid -

Notes:

1. Bidders are encouraged to but not required to submit bids for both options (Bid Options A through B).

2. All bidders shall fully complete the bid table and provide a Unit Price and Total Price for the bid options(s) they are submitting bids on.

3. 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.

4. The Owner, 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.

5. Any item not provided in the following list shall be considered incidental to the Contract.

6. Contract shall be awarded based on the base bid or any combination of the base bid and alternate bid areas in any manner the City believes to be in its best interest.

PATH RENOVATION OPTION A BID ITEMS

The Bidder agrees to complete the Project and all related work, as specified for the following unit prices.

Item	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	General Conditions, Mobilization, Bonds, Insurance, Permits	1	LS	\$15000	\$15000
2.	Install temporary path closure fencing and tree protection fencing.	1	LS	\$1380	\$1380
3.	Installation and management of all Soil Erosion and Sedimentation Control measures	1	LS	\$5175	\$5175
4.	Full removal of vegetation, roots, and stumps along areas to accommodate proposed work. Removed materials to be lawfully disposed off site.	1	LS	2875	\$ <i>2</i> 87
5.	Removal of existing benches, picnic tables, posts and concrete pads per plan. Memorial plaques on benches to be salvaged. All other removed materials to be lawfully disposed off site.	1	LS	2875	\$ 287.
6.	Pulverization of existing asphalt path surfacing (approximately 9' wide), grading and compaction for use as base aggregate. Final milling product should be no greater than 1 ½" in diameter. Prepare and compact existing subbase of path alignment, installation of milling material to 6" depth, load, haul, place, and compact in place	1,700	LF	11.50	1955C
7.	Excavation of existing soils and grading to widen path to 10' wide HMA and 12' wide base aggregate. Excavated materials to be removed from site and lawfully disposed.	600	SY	17.25	1035
3.	Limestone for widening pathway base to 12' – 21AA, 6" depth. (Expanding path base by 3')	600	SY	\$11.50	\$ 6900
).	Bituminous Hot Mix Asphalt Leveling course – LVSP	220	TON	\$116	\$2553
0.	Bituminous Hot Mix Asphalt Wearing course – 5E1	220	TON	\$116	\$2552
1.	Provide and install three (3) picnic tables and four (4) benches with concrete pads per standard details. Locations to be determined in field by supervising professional.	1	LS	29900 \$	29900 \$
2.	Restoration, topsoil, seed and mulch all disturbed areas. Site Clean-up for entire project.	1	LS	4575	14375
3.	Certified payroll compliance & reporting	1	LS	\$4025	\$402
	Estimated Total Bid Amount (Items 1 through 13)			1	\$1/2

PATH RENOVATION OPTION B BID ITEMS

The Bidder agrees to complete the Project and all related work, as specified for the following unit prices.

ltem		Estimated		Unit	Total
	Item Description	Quantity	Unit	Price	Price
1,	General Conditions, Mobilization, Bonds, Insurance, Permits	1	LS	\$15000	\$15000
2.	Install temporary path closure fencing and tree protection fencing	1	LS	\$1380	\$ 1380
3.	Installation and management of all Soil Erosion and Sedimentation Control measures	1	LS	\$5175	\$5175
4.	Full removal of vegetation, roots, and stumps along areas to accommodate proposed work. Removed materials to be lawfully disposed off site.	1	LS	£2875	\$ ~8 75
5.	Removal of existing benches, picnic tables, posts and concrete pads per plan. Memorial plaques on benches to be salvaged. All other removed materials to be lawfully disposed off site.	1	LS	2875	2875 \$
ŝ.	Demolition, removal, and lawful disposal of all existing asphalt paths – approximately 9' wide.	1,700	LF	\$11.50	\$ 1955C
7.	Excavation, loading, hauling, and grading of existing soils to accommodate proposed 12' wide base aggregate for path. Excavated materials to be removed from site and lawfully disposed.	2,400	SY	\$8.05	\$ 19320
3.	Structural Geogrid placed below limestone base	2,400	SY	\$ 4.60	\$11040
).	Limestone for pathway base – 21AA, 6" depth	2,400	SY	\$10.35	\$24840
10.	Bituminous Hot Mix Asphalt Leveling course – LVSP	220	TON	\$116	\$2550
1.	Bituminous Hot Mix Asphalt Wearing course – 5E1	220	TON	\$116	\$2552
2.	Undercut allowance – geotextile and 21AA Limestone compacted	250	CY	° 28.75	\$7/87.5
3.	Undercut allowance – geotextile and 6A Limestone compacted	250	CY	\$23	\$5750
4.	Provide and install three (3) picnic tables and four (4) benches with concrete pads per standard details. Locations to be determined in field by supervising professional.	1	LS	\$29900	\$2990
5.	Restoration, topsoil, seed and mulch all disturbed areas; Site Clean-up for entire project.	1	LS	\$14375	\$14375
6.	Certified payroll compliance & reporting	1	LS	\$2875	\$2875
	Estimated Total Bid Amount (Items 1 through 16)		1		\$212

Section 2 - Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

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

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item N	lum	ber
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Add/Deduct Amount

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

 $\sqrt{}$ For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder

_ Date <u>6/7//</u>9

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 ${f MUST}$ complete the following statement:

 $\sqrt{\mbox{For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.}$

Signature of Authorized Representative of Bidder

Date

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</u> (Name and Address)

Work

Amount

GM and Sons 6784 Whitmore Lake Rd Whitmore Lake MI 48189 Concrete Pads

\$ 17,825.00

Ten mile Creek Excavating Milling 407 E. Fort St. Suite 407

\$5,750.00

Detroit, MI 48226

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 Bidden

Date

BF-6

2018 Construction

Section 5 – References

Include a minimum of re	ference from similar project co	ompleted within the past years.
[Refer also to Instructions	to Bidders for additional red	quirements, if any]
1) See Attached () 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



References

ITC Trail - Phase II

Mark Koskinen – Engineer AECOM

248-794-3905

Mark.koskinen@aecom.com

\$2,300,000

Oakland University Path -

Ryan Giorio – Oakland University Engineer

248-802-2777

Giorio@oakland.edu

\$50,000

Wabash Slope Stabilization Project -

Stan Kirton - Milan DPW (734) 985-5833

\$600,000

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Signature of Authorized Representative

Representative FS4 was to

13000 Newburgh Rd. Livon, a, MI 48150

248-397-4200

Anglin Civil-com

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

9/25/15 Rev 0

PW-

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [___] No. of employees_

The Contractor or Grantee agrees:

(a)	To pay each of its employees whose wage level is not required to comply with federal, state or loca prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/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 \$15.18/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 with
	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
(X)	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.

| Street Address | City, State, Zip | Coly & Anglix

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2019 - ENDING APRIL 29, 2020

\$13.61 per hour

If the employer provides health care benefits*

\$15.18 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 of interest policies as stated within the certification section below.

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

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

Name of City of Ann Arbor employees, elected	() Relationship to employee
officials or immediate family members with whom there may be a potential conflict of interest.	() Interest in vendor's company
and a may be a potential commet of interest.	() Other (please describe in box below)
*Disclosing a potential conflict of interest does not disquaconflicts of interest and they are detected by the City, ver	lify vendors. In the event vendors do not disclose potent
I certify that this Conflict of Interest Disclo	sure has been examined by me and that its
I certify that this Conflict of Interest Discloration contents are true and correct to my knowled certify on behalf of the Vendor by my signate.	sure has been examined by me and that its dge and belief and I have the authority to so ure below:
contents are true and correct to my knowled certify on behalf of the Vendor by my signate Anglin Civil	adge and belief and I have the authority to so ure below: 248-397-4200
contents are true and correct to my knowle	dge and belief and I have the authority to so
contents are true and correct to my knowled certify on behalf of the Vendor by my signate Anglin Civil	adge and belief and I have the authority to so ure below: 248-397-4200

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

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

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

The Contractor agrees:

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

Anglin Civi

Conformy Name

6/7/19

Signature of Authorized Representative

Date

Cody Blunt Estimato

Print Name and Title

13000 Newborgh Rd Livonia, MT 4815 Cody

Address, City, State, Zip

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

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

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

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

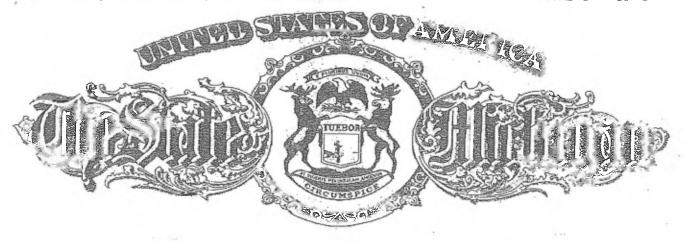
Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180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

<u>Private Actions For Damages or Injunctive Relief:</u> To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

ETHIGEN	NAME	ETH/GEN:		NAME:		NAME:	ETH/GEN:		NAME:	ETHIGEN:	NAME	ETHGEN:	SA MIC	ETH/GEN:		NAME:		NAME:	EMPLOYEE		(3) PAYROLL NO
5		□ 32		ē,	5		10 **			TD **		i t		1D **		=			EMPLOYEE INFORMATION	(a)	
GROUPICLASS #		GROUP/CLASS #		GROUP/CLASS #			GROUP/CLASS #:			GROUP/CLASS #		GROUP/CLASS#		GROUP/CLASS #		GROUPICLASS#			WORK CLASSIFICATION	(b)	(4) FOR WEEK ENDING
n		S		v.			S			S		w	,	W	1 1	U.			Hour Type	ŝ	
																			HOURS WORKED ON PROJECT	(d) DAY AND DATE	(5) PROJECT AND LOCATION
0	0	0	0	+	0	0	0	0	,	0	0	0	0	0	0		0	0	TOTAL HOURS ON PROJECT	(0)	2
																			PROJECT RATE OF PAY	3	
																			PROJECT RATE OF FRINGE PAY	(0)	
\	\$0.00			\$0 PB	\	\$0.00		\	\$0.00		\$0.00		\$0.00			\$0.00	\	\$0.00	EARNED ROSS WEEKLY EARNED	GROSS PROJECT	
													`					_	WEEKLY HOURS WORKED ALL JOBS	2 2	
																			FICA		
																			FEDERAL		
				-															STATE	()) DEDUCTIONS	
																			OTH ER	SNOL	(6) CONTRACT ID
000	\$0.00		\$0.00		\$0.00			\$0 00			\$0.00		\$0.00		\$0.00		\$0.00		TOTAL DEDUCT		9
60 00	80.00		\$0.00	+	\$0.00			\$0.00			\$0 00		\$0.00	r	\$0.00		\$0.00		WEBKLY WAGES PAID FOR ALL JOBS	707 E	

 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such 	(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.	(Contractor or Subcontractor) from the full	day of and ending the day of day of and ending the day of	(Confractor or Subcontractor) that during the payroll period commencing on the	(Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons employed by
THE WILLFUL FALSFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR TITLE 18 AND SECTION 231 OF TITLE 18 OF THE UNITED STATES CODE	NAME AND TITLE			REMARKS				EXCEPTION (CRAFT)	(c) WHERE FRINGE BENEFITS ARE PAID IN CASH — Each laborer or mechanic listed in the above reference as indicated on the payroll, an amount not less than the basic hourly wage rate plus the amount of the require in the contract, except as noted in section 4(c) below. (c) EXCEPTIONS
'E STATEMENTS MAY SUBJECT THE CONTRACTOR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TI	SIGNATURE							EXPLANATION	ter benefit sake PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.





This is to Certify That

ANGLIN CIVIL, LLC

was validly organized on February 13, 2008 as a Limited Liability Company. Said Limited Liability Company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission 1453666

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 30th day of May, 2017

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau







February 6, 2018

RE:

Anglin Civil, LLC

13000 Newburgh Road Livonia, MI 48150

To Whom It May Concern,

We have had a working relationship with Anglin Civil, LLC for many years. Their surety company is RLI Insurance Company (A.M. Best Rating A+XI and is listed in the Department of the Treasury's Circular 570 and is licensed to transact business in all states). Anglin Civil, LLC has a \$7,500,000 single limit and a \$15,000,000 aggregate bonding limit. This program is to meet the contractor's every day needs and by all means, does not limit the contractor to any certain amount.

All of the principals related to this organization are well-experienced and highly capable individuals. It is our opinion that any project regardless of size or nature undertaken by this firm will be handled with dispatch and to the complete satisfaction of the owner.

We are confident that your investigation has confirmed the fact that Anglin Civil, LLC is an exceptionally well-managed and financially sound company; with a credit rating with all suppliers and subcontractors that is a model for the industry.

We would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and RLI Insurance Company, as well as the satisfactory evaluation of the surety's normal underwriting requirements at the time the bond is requested.

Please do not hesitate to contact our office if we can be of further assistance.

Sincerely,

Donald W. Burden, Attorney-in-Fact

Downall L

ANGCIV

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s)

this certificate does not confer any rights to the certificate holder in	lieu of such endorsement(s).						
PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook (248) 355-4411 P.O. Box 2067	CONTACT Michael Zervos/Sarah Laney PHONE (A/C, No, Ext): 248 355-4411 E-Mall ADDRESS: sarah@zervosgroup.com						
Southfield, MI 48037-2067	INSURER(S) AFFORDING COVERAGE NAIC INSURER A : Harleysville Lake States Insurance Co.	#					
INSURED ANGLIN CIVIL, LLC 13000 Newburgh Rd.	INSURER B: Safety National Casualty Corporation INSURER C: Certain Underwriters at Lloyds						
Livonia, MI 48150	INSURER D:						
	INSURER E: INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						

				NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
Α	X COMMERCIAL GENERAL LIABILITY	Х	Х	MPA00000075890Y	11/01/2018	11/01/2019	EACH OCCURRENCE	\$1,000,000			
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s100,000			
	X X,C,U						MED EXP (Any one person)	s 5 ,000			
	X Contractual						PERSONAL & ADV INJURY	s1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000			
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	s2,000,000			
	OTHER:		- >4				OCHEN COLOR FILM	\$			
Α	AUTOMOBILE LIABILITY	Х	Х	BA00000075888Y	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	s			
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	S			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
								\$			
Α	X UMBRELLA LIAB X OCCUR	Х	Х	CMB00000075889Y	11/01/2018	11/01/2019	EACH OCCURRENCE	s5,000,000			
EXCESS LIAB CLAIMS-MADE					AGGREGATE	s5,000,000					
	DED RETENTION \$ WORKERS COMPENSATION							S			
В	AND EMPLOYERS' LIABILITY		Х	ANGLIC	05/01/2018	04/30/2019	X PER OTH-				
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						E.L. EACH ACCIDENT	s1,000,000			
							E.L. DISEASE - EA EMPLOYEE	s1,000,000			
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s1,000,000			
A					11/01/2018	11/01/2019	Limit \$100,000				
C Pollution Llab				ECOC598306	11/06/2018	11/06/2019	\$1,000,000 Limit				
							·				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SAMPLE OF INSURANCE / ILLUSTRATION OF COVERAGE											

CERTIFICATE HOLDER	CANCELLATION			
ILLUSTRATION OF COVERAGE XXXXXXXXXXXXXXXXXXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			

...

Michael G. Terros

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1 of 1

		Date In Service	6/05/10 9/26/10 10/08/10 10/08/10 10/08/10 10/08/10 12/01/11 1/05/11
139272 Anglin Civil LLC	FYE: 12/31/2018	d Asset t Property Description Group:	1 CAT 950 Loader 2 CAT 950-1 Loader 3 CAT 950-1 Loader 4 CAT 950-2 Loader 5 CAT 950-5 Loader 6 CAT 950-5 Loader 7 CAT 950-5 Loader 8 CAT 950-6 Loader 10 CAT 950-10 Loader 11 CAT 950-10 Loader 11 CAT 950-10 Loader 12 CAT 950-10 Loader 13 CAT 950-11 Loader 14 CAT 950-11 Loader 15 CAT 950-11 Loader 16 CAT 950-11 Loader 17 CAT 950-11 Loader 18 CAT 950-11 Loader 18 CAT 950-11 Loader 18 CAT 950-11 Loader 18 CAT 950-11 Coader 18 CAT 950-11 Coader 19 CAT 950-11 Loader 19 CAT 950-11 Loader 10 CAT 950-11 Coader 10 CAT 920-10 CAT 824C 11 S24C 12 CAT 824C 13 CAT 824C 14 CAT 824C 15 CAT 824C 16 CAT 824C 17 S24C 17 S24C 18 CAT 824C 18 CAT 824C 19 CAT
Anglin Civil LLC	FYE: 12/31/2018	Date In Property Description Service	Protech 20' Snow Pusher Protech 20' Snow Pusher Protech 20' Snow Pusher Protech 12' Pusher Protech 12' Pusher Protech 14' Push Box CAT 627B GMC 2500 SL Chevy 2500HD GMC 2500 SL 1999 Caterpillar 320 Excavator 97201 97201 97201 97202 Caterpillar Financial Services 2 Jeeps purchased online CAT 950G Gulbreath Lead Trailer 9720 Gulbreath Lead Trailer 9720 GMC Broom 9720 GMC Broom 9720 Sold Kosh B2518 Broom 10/20/13 9720 Sold GMC 2500 HD Pick Up Truck 9701 Sold GMC Sierra Truck and 2015 / 2/20/13 Michigan CAT 9505 Trailer Sales of Michigan T370 Michigan CAT 9506 Trailer Sales of Michigan New Trail 100 Planet 627 E Scrapers 12/08/14 Sold Super Duty F-250 SRW 12/08/14 Construction Station 9620 Sold Super Duty F-250 SRW 12/08/14 Construction Station 9620 Sold Sold Sold Sold Sold Sold Sold Sold
139272		Asset t Group:	20224030102842575787868888888888888888888888888888888
139272 Anglin Civil LLC	FYE: 12/31/2018	Asset t Property Description Service Group: (continued)	110 Purchase from R. Phaff 11/23/15 11/25/15

RLI Insurance Company

BID BOND

KNOW BY ALL MEN THAT THESE PRESENTS: That we <u>ANGLIN CIVIL</u>, <u>LLC</u>. of <u>13000 Newburgh Road</u>, <u>Livonia</u>, <u>MI 48150</u>, hereinafter referred to as Principal, and <u>RLI Insurance Company</u> as Surety, are held and firmly bound unto <u>City Of Ann Arbor</u> of <u>301 E. Huron St.</u>, <u>Ann Arbor</u>, <u>MI 48107</u>, hereinafter referred to as Obligee, in the sum of <u>FIVE AND 00/100 PERCENT</u> Dollars (5.00%) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Riverside Park Asphalt Renovations

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 12th day of June, 2019.

ANGLIN CIVIL, LLC. (Principal)

__(Seal)

RLI Insurance Company

(Surety)

Donald W. Burden, ATTORNEY-IN-FACT

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Instogether, the "Company") do hereby make, constitute and appoint:	urance Company, each an Illinois corporation, (separately and						
Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, jointly or severally							
in the City of Southfield, State of Michigan full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed \$25,000,000.00) for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all						
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar							
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	ce Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:						
"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."							
IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective							
HANDE CONTROL OF THE PROPERTY	RLI Insurance Company Contractors Bonding and Insurance Company						
State of Illinois County of Peoria SS SEAL STATE SEAL STATE SEAL STATE	By: Barton W. Davis Vice President						
State of Illinois	Batton w. Davis						
County of Peoria SS	CERTIFICATE						
On this <u>18th</u> day of <u>March</u> <u>2019</u> , before me, a Notary Public, personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this day of						
By: Motthen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company						
GRETCHEN L JOHNIGK "OFFICIAL SEAL" My Commission Expires May 26, 2020	By: Jean M. Stephenson Corporate Secretary						