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 _____, 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.

2019 Construction

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 _____ DAY OF _____, 201_.

Bidder's Name

Official Address

(Print Name of Signer Above)

Authorized Signature of Bidder

Telephone Number

Email Address for Award Notice

Section 1 – Schedule of Prices

Company: _____

Project: Landfill Scale and Entrance Improvements

<u>Base Bid –</u>

For the entire work outlined in these documents for **Landfill Scale and Entrance Improvements**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

Section 2 – Material, Equipment and Environmental Alternates

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

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

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

Item Number

Description

Add/Deduct Amount

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 ______ Dennis Kane_____ Date _____

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, 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	Dennis Kane	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:

Subcontractor (Name and Address)

<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______

Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 3 years.

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

1)			
,	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



City of Ann Arbor Landfill Scale and Entrance Improvements ITB No. 4618 Proposal Clarifications

Inclusions:

- 1. Furnish and install (2) new 18' wide cantilevered sliding gates and approx. 40L.F. of new chain link fence.
- 2. Furnish and install (2) motorized gate operators for sliding gates. Operators shall be Listmaster SL595 Heavy Duty industrial sliding gate operators (No specs). Includes photo eye(s), rear safety edges, and vehicle detection pavement loops.
- 3. Provide standard galvanized highway guardrail painted safety yellow as shown on Drawing C-05 for ramps and approaches. This WILL NOT match the scale guardrail.
- 4. We have included (2) 8" red/green traffic signals with sun visors and LED lights. Economy manual control station, 7 f.t. aluminum pole with pedestal base and anchor bolts. (No specs)
- 5. Remove existing 10' x 70' existing scale. Install 10" 21AA limestone backfill, compaction, patch area with 4" asphalt. All foundations and slabs to be removed to 4" below grade and patched over with 4" asphalt.
- 6. We have only included the soil erosion and electrical permit cost only. No other permitting costs are included.
- 7. Electrical panel to be fed from the new pole mounted transformer provided and installed by DTE.
- 8. No work is included in our proposal for drawing E-002.
- 9. We will call MISS Dig. Private utility locating is NOT included.
- 10. The warranty with the scales is with the scale provider. Ideal Contracting assumes no legal obligation after satisfaction of the one year warranty requirements identified in Section 25 of the General Conditions.

Exclusions:

- 1. Engineering and testings
- 2. Removal of unknown buried obstructions
- 3. Handling/removal of contaminated/hazardous materials that will not be accepted at a licensed Type II landfill in the State of Michigan.
- 4. Restoration of communication excavations and landscape repair for work completed by others.
- 5. Undercutting of soils due to poor soil conditions
- 6. Delays due to others
- 7. Fiber optic cabling, handholes, conduit, directional boring, duct banks as shown on E-002.
- 8. Winter conditions and charges





Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 87959-Chubb-20-6

Bid Bond

CONTRACTOR:

(Name, legal status and address) Ideal Contracting, LLC 2525 Clark Street Detroit, MI 48209

OWNER:

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

SURETY:

(Name, legal status and principal place of business) Vigilant Insurance Company 202B Halls Mill Road Whitehouse Station, NJ 08889-3454 State of Inc: New York

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bid Package No 08 - Metal Fabrications, City of Ann Arbor Landfilt Scale and Enterance Improvements. Bid Due Date: March 10th, 2020.

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

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

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

Signed and sealed this 2nd day of March 2020 <u>March 2020</u> <u>Ideal Contracting, LLC</u> (Principal) <u>(Witness)</u> (Witness) <u>(Witness)</u> <u>(Witness)</u> <u>(Title)</u> <u>(Suretyt)</u> <u>(Title)</u> <u>(Seal)</u> <u>(Seal)</u>) <u>(Seal)</u> <u>(Seal)</u>) <u>(Seal)</u> <u>(Seal)</u>) <u>(Seal)</u> <u>(Seal)</u>) <u>(Seal)</u> <u>(Seal)</u>)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Stacey D. Greene, Robert W. Hayworth, Keith A. Stiles and Paige M. Turner of Kansas City, Missouri------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of May, 2019.

Dawn m. Chlores

55

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon



Stephen M. Haney, Vice President



On this 8th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Ilaney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Ilaney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS NOTARY PUBLIC OF NEW JERSEY No. 50072400 Controllation Explores Harvember 22, 2022

Rose Curtin

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I. Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 2nd day of March, 2020.



Dawn M. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ATTACHMENTS

- City of Ann Arbor Prevailing Wage Declaration Form
- City of Ann Arbor Living Wage Forms
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form
- Sample Prevailing Wage Form MDOT Certified Payroll Form

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.

Company Name Vennos Kane

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

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 twelvemonth contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

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

Company Name

Street Address

Dennis Kane

Signature of Authorized Representative

Date City, State, Zip

Print Name and Title

Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org

Rev. 3/5/19

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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



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

Revised 2/1/2019



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:

Representative

Conflict of Interest Disclosure*										
Name of City of Ann Arbor employees, elected officials or immediate family members with whom () Relationship to employee										
there may be a potential conflict of interest.	() Ir () C	nterest in vendor's company Other (please describe in box below)								
*Disclosing a potential conflict of interest does not d conflicts of interest and they are detected by the Cit	lisqualify vende ty, vendor will l	ors. In the event vendors do not disclose potential be exempt from doing business with the City.								
I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:										
Vendor Name		Vendor Phone Number								
Dennis Kane										
Signature of Vendor Authorized		Printed Name of Vendor Authorized								

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

Date

Representative

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Vennis Kane

Signature of Authorized Representative

Date

Print Name and Title

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.

<u>Nondiscrimination by City Contractors:</u> 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.

<u>Complaint Procedure:</u> 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 email (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT. Michigan Department Of Transportation CP-347 (04/10)

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF C	ONTRACTOR / S	UBCONTRACTOR (CIRCLE ONE)		(2) Al	DDRES	SS														
(3) PAYROLL N	0.	(4) FOR WEEK ENDING			(5) F	PROJE	CT ANI	D LOCA	TION									(6)	CONTRAC	TID	
	(a)	(b)	(C)		(d) D/	ay ane	DATE			(0)	(f)	(g)	(h) GROSS	(1)			(j) DEC	DUCTIONS			(k)
EMPLOYEE	INFORMATION	WORK CLASSIFICATION	Hour Type	HOUF	RS WO	RKED		DJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	PROJECT EARNED GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:										0			\$0.00	1						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0			\$0.00								
			_							0										\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s			_				0			\$0.00								
			1							0										\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s							0			\$0.00								
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ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s							0			\$0.00								
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ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										\$0.00	\$0.00
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NAME:			L							o			\$0.00							\$0.00	\$0.00
ETH/GEN.	ID #:	GROUPICLASS #	l,							0											

Page 1 of 2

MDOT CP-347 (04/10)

Date	(b) WHE
1	
(Name of Signatory Party) (Title)	
do hereby state:	
(1) That I hav or supervise the navment of the persons employed by	
	(c) EXCI
on the (Contractor or Subcontractor)	
: that during the payroll period commencing on the	
(Building or Work)	
day of,, and ending the day of,,	
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	
from the full	
(Contractor or Subcontractor)	
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:	
	REMARKS:
(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.	
(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.	
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITL
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	THE WILLFUL SUBCONTRACT

employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE 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.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVI SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. S 31 OF THE UNITED STATES CODE.	E STATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

Page 2 of 2

THIS CERTIFIES THAT

IDEAL CONTRACTING, L.L.C.



* Nationally certified by the: MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL

*NAICS Code(s): <u>236220; 236210; 238120; 238190; 238310; 238910; 238110</u>

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/13/2019

Issued Date

11/01/2020

Expiration Date

MI01620

Certificate Number

adrience C. frik

Adrienne Trimble

(Michelle Sourie Robinson)

Michelle Sourie Robinson, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2019

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THIS CE CERTIFIC BELOW. REPRES	RTIFICATE IS ISSUED AS A I CATE DOES NOT AFFIRMATI THIS CERTIFICATE OF INS ENTATIVE OR PRODUCER, AI	MATTER VELY OF URANCE ND THE C	OF INFORMATION ONLY REGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	Y AND CONFERS N EXTEND OR ALT TE A CONTRACT	NO RIGHTS ER THE CO BETWEEN 1	UPON THE CERTIFICA VERAGE AFFORDED E THE ISSUING INSURER	FE HO BY TH (S), A	lder. This E policies Uthorized
IMPORT If SUBR(this certi	ANT: If the certificate holder i OGATION IS WAIVED, subject ificate does not confer rights t	s an ADD to the ter o the cert	ITIONAL INSURED, the presence of the presence	policy(ies) must ha ne policy, certain p uch endorsement(s	ve ADDITION olicies may	NAL INSURED provision require an endorsemen	sorb t.As	e endorsed. tatement on
PRODUCER					·/•			
Mars	h USA Inc. Towno Squaro Suito 1100			PHONE (A/C No Ext):		FAX		
South	hfield, MI 48076			E-MAIL		(A/C, NU).		
Attn:	detroit.certrequest@marsh.com			ADDITESS.				NAIC #
CN102717530)—proj-20-21			INSUBER A : The Phoen	ix Insurance Corr			25623
INSURED				INSUBER B : The Charte	er Oak Fire Insura	nce Company		25615
Ideal Attn:	Julie Weiss			INSURER C : Travelers F	25674			
2525	Clark Street			INSURER D :				
Detro	bit, MI 48209			INSURER E :				
				INSURER F :				
COVERAG	GES CER	TIFICATE	NUMBER:	CHI-007237027-24		REVISION NUMBER: 1	2	
THIS IS T INDICATE CERTIFIC EXCLUSIC	O CERTIFY THAT THE POLICIES ED. NOTWITHSTANDING ANY RE ATE MAY BE ISSUED OR MAY ONS AND CONDITIONS OF SUCH	OF INSUF QUIREME PERTAIN, POLICIES.	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	VE BEEN ISSUED TO OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	O THE INSURE OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	HE PO CT TO O ALL	LICY PERIOD WHICH THIS THE TERMS,
	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
	DMMERCIAL GENERAL LIABILITY		DT-CO-4K708057-PHX-19	01/01/2020	01/01/2021	EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$	500,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	2,000,000
GEN'L A						GENERAL AGGREGATE	\$	4,000,000
PC OT						PRODUCTS - COMP/OP AGG	\$ \$	4,000,000
В АЛТОМ	OBILE LIABILITY		DT-810-5648B773-COF-19	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
X AN	IY AUTO					BODILY INJURY (Per person)	\$	
	WNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
HIF	RED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
C UN	MBRELLA LIAB X OCCUR		CUP-8L553736-19-26	01/01/2020	01/01/2021	EACH OCCURRENCE	\$	5,000,000
ХЕХ	CESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000
DE	ED RETENTION \$						\$	
	RS COMPENSATION		UB-4K704151-19-26-G	01/01/2020	01/01/2021	X PER OTH- STATUTE ER		
ANYPRO		Ν/Δ				E.L. EACH ACCIDENT	\$	1,000,000
(Mandate	ory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRI	escribe under PTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
EVIDENCE ON	I OF OPERATIONS / LOCATIONS / VEHICI	LES (ACORD	101, Additional Remarks Schedu	le, may be attached if mor	 e space is requir	 ed)		
CERTIFIC	ATE HOLDER			CANCELLATION				
IDEA ATTN 2525 DETF	L CONTRACTING N: JULIE WEISS CLARK STREET ROIT, MI 48209			SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	THE ABOVE D N DATE THI TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	ANCEL BE DE	LED BEFORE LIVERED IN
				AUTHORIZED REPRESE of Marsh USA Inc.	NTATIVE			
				John C Hurley		folt. it	<	

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