

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bailey Excavating, Inc.

PO Box 660

Jackson, MI 49204

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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.

OWNER:

(Name, legal status and address)

City of Ann Arbor

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

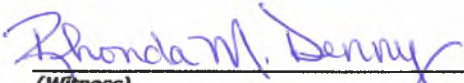
PROJECT: Third & Mosley Water Main and Resurfacing Project - Watermain Replacement-Improvements, Curb & Gutter, Paving, Restoration
(Name, location or address, and Project number, if any)


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.

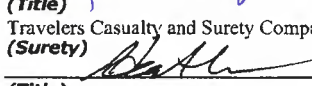
Signed and sealed this 13th day of January, 2022



(Witness)


(Witness) Kris Andrick

Bailey Excavating, Inc.
(Principal)  (Seal)

(Title)
Travelers Casualty and Surety Company of America
(Surety)  (Seal)

(Title) Heather Buonodono, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

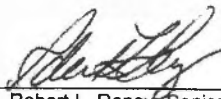
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather Buonodono** of **LANSING Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

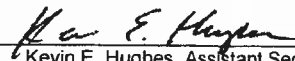
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **January**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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 warranties of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

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

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 3th DAY OF January, 2022.

Bailey Excavating, Inc.

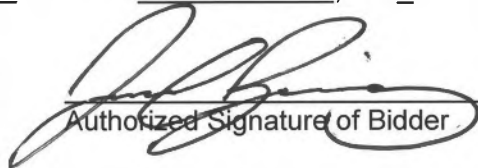
Bidder's Name

1073 Toro Drive, Jackson, MI 49201

Official Address

517-750-3030

Telephone Number


Authorized Signature of Bidder

Jacob W. Bailey

(Print Name of Signer Above)

jacobbaily@bailey-excavting.com; rhondablair@bailey-excavting.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of
Michigan, for whom Jacob W. Bailey, bearing the office title
of Vice President/Estimator, whose signature is affixed to this Bid, is authorized to execute contracts.

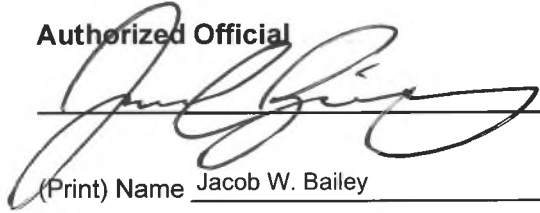
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

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

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

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

Authorized Official



Date January 13, 2022

(Print) Name Jacob W. Bailey Title Vice President/Estimator

Company: Bailey Excavating, Inc.

Address: 1073 Toro Drive-Jckson, MI 49201

Contact Phone () 517-750-3030 Fax () N/A

Email jacobbailey@bailey-excavating.com

BID FORM
SCHEDULE OF PRICES

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
130	Protective Fencing	Ft	400	\$ 7.50	\$ 3,000.00
201	General Conditions, Max \$135,000 (10%)	LS	1	\$ 135,000.00	\$ 135,000.00
202	Project Supervision, Max \$35,000 (2.5%)	LS	1	\$ 35,000.00	\$ 35,000.00
203	Minor Traffic Control, Max \$65,000 (5%)	LS	1	\$ 65,000.00	\$ 65,000.00
204	Digital Audio Visual Coverage	LS	1	\$ 1,750.00	\$ 1,750.00
205	Certified Payroll Compliance and Reporting	LS	1	\$ 15,000.00	\$ 15,000.00
206	"No Parking" Sign	Each	27	\$ 95.00	\$ 2,565.00
207	Type III Lighted Barricade, Furn. & Oper.	Each	15	\$ 75.90	\$ 1,138.50
208	Sign, Portable, Changeable Message, Furn & Oper	Each	2	\$ 2350.00	\$ 4,700.00
209	Plastic Drum, Lighted, Furn. & Oper.	Each	75	\$ 26.31	\$ 1,973.25
210	Temporary Type B Signs, Furn & Oper	SF	802	\$ 4.55	\$ 3,649.10
211	Temporary Type B Sign, Special, Furn & Oper	SF	68	\$ 4.66	\$ 316.88
212	Sidewalk Barricade, Furn & Oper	Each	8	\$ 70.84	\$ 566.72
213	Lighted Arrow, Type C, Furn & Oper	Each	2	\$ 506.00	\$ 1,012.00
214	Clean-Up & Restoration, Special, Max \$25,000 (1.7%)	LS	1	\$ 25,000.00	\$ 25,000.00
215	Pedestrian Type II Channelizer, Temp	LF	300	\$ 11.81	\$ 3,543.00
216	Pedestrian Path, Temp	LF	100	\$ 45.00	\$ 4,500.00
217	Pedestrian Ramp, Temp	Each	4	\$ 500.00	\$ 2,000.00
218	Irrigation System, Protection and Maintenance	LS	1	\$ 7,500.00	\$ 7,500.00
220	Adjust Structure Cover, Modified	Each	13	\$ 825.00	\$ 10,725.00
221	Additional Depth Structure Cover, Adjust/Repair	Each	7	\$ 375.00	\$ 2,625.00
222	Structure Cover, Special	Lbs	4200	\$ 4.27	\$ 17,934.00
230	Sewer Any Size or Depth, Remove	Lft	120	\$ 29.91	\$ 3,589.20
231	Dr Structure, Any Size or Type, Rem	Each	8	\$ 1,395.00	\$ 11,160.00
240	Water Main Pipe Abandonment, Modified	LF	1483	\$ 24.16	\$ 35,829.28
241	Fire Hydrant Assembly Abandonment	Each	3	\$ 925.00	\$ 2,775.00
242	6 inch Temporary Water Main Line Stop	Each	2	\$ 6,075.00	\$ 12,150.00
243	8 inch Temporary Water Main Line Stop	Each	2	\$ 6,405.00	\$ 12,810.00
244	12 inch Temporary Water Main Line Stop	Each	2	\$ 7,450.00	\$ 14,900.00
	TOTAL THIS PAGE (BF-1) (Also to be entered on BF-4)			\$ 437,711.93	

BID FORM						
SCHEDULE OF PRICES						
Item	Description	Unit	Estimated Quantity	Unit Price		Total Price
245	6 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
246	8 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
247	12 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
248	Tapping Sleeve, Valve and Well, Remove	Each	1	\$ 999.00	\$	999.00
250	Fire Hydrant Assembly	Each	3	\$ 5,597.67	\$	16,793.01
260	Pavement Removal, Any Thickness	SY	3750	\$ 13.39	\$	50,212.50
262	Remove Concrete Curb or Curb and Gutter - Any Type, Mo	LF	1400	\$ 10.65	\$	14,910.00
263	Remove Concrete Sidewalk, Ramp, and Drives - Any Thick	SF	3060	\$ 1.75	\$	5,355.00
264	Maintenance Gravel	Ton	200	\$ 30.00	\$	6,000.00
265	Subgrade Undercutting and Backfill, Type IIB, Modified	CY	150	\$ 50.00	\$	7,500.00
266	Machine Grading, Modified (Third)	Sta	4.7	\$ 3,550.00	\$	16,685.00
267	Machine Grading, Modified (Mosely)	Sta	10.5	\$ 3,725.00	\$	39,112.50
268	Flowable Fill (Backfill)	Cyd	5	\$ 205.00	\$	1,025.00
269	Non-Hazardous Contam'd Material Handling & Disposal	Cyd	50	\$ 95.00	\$	4,750.00
270	21AA Limestone - C.I.P	Cyd	880	\$ 62.00	\$	54,560.00
273	Cold-Milling HMA Surface	SY	2370	\$ 7.71	\$	18,272.70
274	Hand Patching, Modified	Ton	10	\$ 475.00	\$	4,750.00
275	HMA, 4E1 -Top Course	Ton	710	\$ 145.12	\$	103,035.20
277	HMA,4E1 - Base Course	Ton	415	\$ 146.30	\$	60,714.50
280	Concrete Curb and Gutter, Conc, Det SD-R-1, Special	LF	1000	\$ 33.50	\$	33,500.00
282	4" Concrete Sidewalk	SF	380	\$ 7.45	\$	2,831.00
283	6" Concrete Sidewalk, Ramp, or Drive Approach	SF	200	\$ 9.95	\$	1,990.00
284	6" Concrete Sidewalk, Ramp, or Drive Approach-HE	SF	2065	\$ 10.15	\$	20,959.75
285	Concrete Type M Drive Opening, HE	LF	400	\$ 35.00	\$	14,000.00
287	Detectable Warning, Cast In Place	SF	30	\$ 50.00	\$	1,500.00
290	Sprayable Thermoplastic, White, 12 inch	Lft	565	\$ 6.05	\$	3,418.25
291	Sprayable Thermoplastic, White, 24 inch Stop Bar	Lft	105	\$ 12.10	\$	1,270.50
TOTAL THIS PAGE (BF-2) (Also to be entered on BF-4)				\$		488,793.91

BID FORM

SCHEDULE OF PRICES

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
295	Fertilizer, Chemical Nutrient, CL A	Lbs	115	\$ 5.15	\$ 592.25
296	Mulch Blanket, High Velocity	Syd	845	\$ 1.36	\$ 1,149.20
297	Seeding, Mixture THM	Lbs	50	\$ 4.95	\$ 247.50
298	Topsoil Surface, Furn, 4 inch	Syd	845	\$ 5.10	\$ 4,309.50
320	RCP, Sewer, C76, CL-IV, 12 inch, Tr Det I	LFt	120	\$ 76.65	\$ 9,198.00
335	SDR 35, PVC Tee	Each	2	\$ 225.00	\$ 450.00
350	SDR 35, PVC Riser	Vft	10	\$ 84.16	\$ 841.60
353	SDR 35, PVC Service Lead 4 inch	LF	40	\$ 67.12	\$ 2,684.80
367	Single Inlet	Each	11	\$ 1,775.00	\$ 19,525.00
400	12 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	1110	\$ 175.96	\$ 195,315.60
401	8 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	596	\$ 150.93	\$ 89,954.28
410	12" 11.25° Bend	Each	1	\$ 695.00	\$ 695.00
411	12" 22.5° Bend	Each	2	\$ 695.00	\$ 1,390.00
412	12" 45° Bend	Each	24	\$ 745.00	\$ 17,880.00
413	8" 11.25° Bend	Each	2	\$ 395.00	\$ 790.00
415	8" 45° Bend	Each	19	\$ 445.00	\$ 8,455.00
416	12" x 8" Reducer	Each	1	\$ 695.00	\$ 695.00
417	12" x 6" Reducer	Each	3	\$ 595.00	\$ 1,785.00
418	8" x 6" Reducer	Each	3	\$ 395.00	\$ 1,185.00
430	12" x 12" x 12" Tee	Each	5	\$ 1,250.00	\$ 6,250.00
431	12" x 12" x 8" Tee	Each	1	\$ 1,250.00	\$ 1,250.00
432	8" x 8" x 8" Tee	Each	2	\$ 775.00	\$ 1,550.00
442	8" Gate Valve-in-Box	Each	1	\$ 2,084.00	\$ 2,084.00
443	12" Gate Valve-in-Box	Each	1	\$ 3,278.80	\$ 3,278.80
446	12" Gate Valve-in Well	Each	4	\$ 6,110.15	\$ 24,440.60
460	Excavate and Backfill for Water Service Tap and Lead	LFt	335	\$ 41.78	\$ 13,996.30
482	Gate Valve-in-Box Abandonment	Each	2	\$ 495.00	\$ 990.00
483	Gate Valve-in-Well Abandonment	Each	1	\$ 795.00	\$ 795.00
TOTAL THIS PAGE (BF-3) (Also to be entered on BF-4)				\$	411,777.43

BID FORM**SCHEDULE OF PRICES**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
516	6" Wrapped Edge Drain	Lft	1045	\$ 17.21	\$ 17,984.45
702	Inlet Filter	Each	19	\$ 125.00	\$ 2,375.00
703	Silt Fence	LF	400	\$ 4.65	\$ 1,860.00
	TOTAL THIS PAGE (BF-4) (Also to be entered below)			\$ 22,219.45	
	TOTAL FROM PAGE BF-1			\$ 437,711.93	
	TOTAL FROM PAGE BF-2			\$ 488,793.91	
	TOTAL FROM PAGE BF-3			\$ 411,777.43	
	TOTAL FROM PAGE BF-4			\$ 22,219.45	
	TOTAL BASE BID			\$ 1,360,502.72	

BID FORM

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.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

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

Signature of Authorized Representative of Bidder  Date 1/13/22

BID FORM

Section 3 - Time Alternate

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

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder



Date 1/13/22

BID FORM

Section 4 - Major Subcontractors

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

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

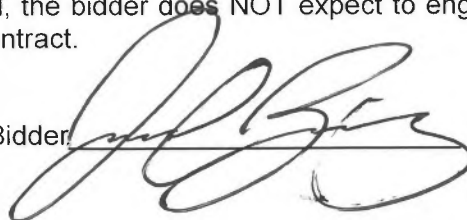
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Cadillac Asphalt	HMA Paving	\$153,116.00
T&D Concrete- Minority	Concrete	\$70,258.00
PK Contracting	Pavement Marking	\$4,262.50
Spartan Barricade	Signs Traffic	\$16,541.80

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

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

Signature of Authorized Representative of Bidder



Date 1/13/22

BID FORM

Section 5 – References

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

1)	<u>Dunmore, Waverly, Weldon Harford WM</u>	<u>\$1,252,304.01</u>	<u>2021</u>
	Project Name	Cost	Date Constructed

<u>Igor Kotlyar (City of Ann Arbor)</u>	<u>734-794-6410 Ext.43634</u>
Contact Name	Phone Number

2)	<u>Franklin Street Reconstruction</u>	<u>\$1,663,106.00</u>	<u>2020</u>
	Project Name	Cost	Date Constructed

<u>Troy White (City of Jackson)</u>	<u>517-768-6075</u>
Contact Name	Phone Number

3)	<u>2021 Misc. Utilities</u>	<u>\$2,544,692.24</u>	<u>2021</u>
	Project Name	Cost	Date Constructed

<u>Theresa Bridges (City of Ann Arbor)</u>	<u>734-794-6410</u>
Contact Name	Phone Number

BID FORM

Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Bailey Excavating, Inc.
Social Security or Federal Employer I.D. #: 38-2009278
Address: 1073 Toro Drive
City: Jackson State: Michigan Zip: 49201

Type of Organization (circle one below):

Individual Partnership (Corporation) Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1973

2. Current owners/principals/members/managing members/partners of the organization:

John W. Bailey, Jacob W. Bailey, Jordan W. Bailey

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: N/A

Explanation of any business name changes:

N/A

Bailey Excavating, Inc.
1073 Toro Drive
Jackson, Michigan 49201

Federal ID Number: 38-2009278

#5

Contact: Rhonda L. Blair

Officer's:

John W. Bailey -CEO/President
Jacob W. Bailey -Vice President
Jordan W. Bailey- Treasurer

Type of Business: Construction-Streets,Excavation,Site Development,Watermain & Storm/Sanitary Sewer

Physical Address: 1073 Toro Drive -Jackson, Michigan **49201**

Year Corporation Formed: 1973 49 Years in Business 46 Employees

KEY PERSONNEL

Name	Title	Experience/Years	
JOHN W. BAILEY	PRESIDENT	43 YEARS	OWNER
JACOB W. BAILEY	V.P./MANAGER/ESTIMATOR	10 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	36 YEARS	PROJECTS
STEVE LOGAN	FOREMAN	25 YEARS	PROJECTS
RHONDA L. BLAIR	EXECUTIVE FINANCIAL DIRECTOR	38 YEARS	OFFICE

Equal Opportunity Employer

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

Customer
CITY OF ANN ARBOR
PROCUREMENT UNIT
100 NORTH FIFTH AVENUE
ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

Name	Soc Sec No. Class Mar Exemp.	R:	Hours Worked This Job							Tot	Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #
			11/15 Mon	11/16 Tue	11/17 Wed	11/18 Thu	11/19 Fri	11/20 Sat	11/14 Sun				Fed. Fica Med State	Local Other Total	
FRED CARPENTER	***-**-0216	R:	0.000	0.000	0.000	0.000	2.000	0.000	0.000	2.000	38.015	76.03	124.05	0.00	63755
	ENGI0324- 006 A-2 Group 1 Frmn										+25.140FR		82.59	175.01	
	Married 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1330.41	19.31		880.84
	WHITE Male										+0.000FR	34hrs	48.61	449.57	
DYLAN L CONNELLY	***-**-6662	R:	0.000	0.000	0.000	8.000	8.000	0.000	0.000	16.000	31.120	778.03	174.88	0.00	63758
	LABO465-001 CL5 -Washtenaw										+13.920FR		77.03	178.45	
	Single 0 O:		0.000	0.000	0.000	6.000	0.000	0.000	0.000	6.000	46.685	1242.51	18.01		741.33
	WHITE Male										+13.920FR	38hrs	52.81	501.18	
WILLIAM J. DAVIS	***-**-4126	R:	0.000	0.000	0.000	8.000	0.000	0.000	0.000	8.000	36.863	377.87	129.19	13.75	63761
	ENGI0324-006 Area2 Group 1										+25.142FR		85.25	500.09	
	Married 0 O:		0.000	0.000	0.000	1.500	0.000	0.000	0.000	1.500	55.313	1373.16	19.93		566.52
	WHITE Male										+25.142FR	35.5hrs	58.43	806.64	
MARK J. IRVING	***-**-0896	R:	0.000	0.000	0.000	8.000	7.000	0.000	0.000	15.000	38.012	570.18	127.47	0.00	63766
	ENGI0324- 006 A-2 Group 1 Frmn										+25.140FR		84.36	178.76	
	Married 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1358.93	19.73		890.78
	WHITE Male										+0.000FR	34.5hrs	57.83	468.15	
RYAN R. JOHNSON	***-**-7091	R:	0.000	0.000	0.000	8.000	7.500	0.000	0.000	15.500	26.610	651.95	105.22	0.00	63767
	LABORER APPRENTICE 85% - WC										+13.920FR		67.65	183.58	
	Single 0 O:		0.000	0.000	0.000	6.000	0.000	0.000	0.000	6.000	39.915	1091.26	15.83		672.60
	BLACK Male										+13.920FR	38.5hrs	46.38	418.66	
JOSEPH C. KEMPLIN	***-**-1785	R:	6.000	0.000	0.000	8.000	0.000	0.000	0.000	14.000	32.120	883.35	284.20	0.00	63769
	LABORER CLASS 5 FRMN-Washtenaw										+13.920FR		107.83	242.08	
	Single 0 O:		0.000	0.000	0.000	7.000	0.000	2.000	0.000	9.000	48.186	1739.21	25.22		1009.97
	HISPANIC Male										+13.920FR	49hrs	69.91	729.24	
SAMUEL W PANCAKE	***-**-3795	R:	7.000	0.000	0.000	0.000	0.000	0.000	0.000	7.000	30.520	213.64	224.72	0.00	63776
	LABO465-001 CL 1 -Washtenaw										+13.920FR		91.08	217.00	
	Single 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1469.05	21.30		852.52
	AMERIND Male										+0.000FR	47.5hrs	62.43	616.53	

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

Customer
CITY OF ANN ARBOR
PROCUREMENT UNIT
100 NORTH FIFTH AVENUE
ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

Name	Soc Sec No. Class Mar Exemp.	Hours Worked This Job									Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #
		11/15 Mon	11/16 Tue	11/17 Wed	11/18 Thu	11/19 Fri	11/20 Sat	11/14 Sun	Tot	Fica Med State			Local Other Total	Net Pay	
ZAITHON M REDDICK	***-**-1336 R: LABO465-001 APPR1@ 75%-WC Single 0 O: BLACK Male	0.000	0.000	0.000	8.000	1.500	0.000	0.000	0.000	9.500	24.000	444.03	110.98	9.52	63780
											+13.921FR	59.02	177.88		
											36.005	952.04	13.80		540.38
											+13.921FR	37.5hrs	40.46	411.66	
		<u>Hours</u>								<u>Pay</u>					
	Regular	87.000								2,742.81					
	Overtime	28.500								1,252.27					
		<u>115.500</u>								<u>3,995.08</u>					

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

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CITY OF ANN ARBOR
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ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

I, RHONDA L. BLAIR (name of signatory part), OFFICE MANAGER(title) do hereby state:

1] That I pay or supervise the payment of the persons employed by Bailey Excavating, Inc. on the 2021 MISC UTILITIES PROJECT that during the payroll period commencing on 11/14/2021 and ending 11/20/2021, 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 Bailey Excavating, Inc. (Subcontractor) from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

__(Deductions) Other=Vacation Pay added to pay then deducted and
__sent monthly to Unions for distribution at end of the year.

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

XX--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 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

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

Customer
CITY OF ANN ARBOR
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100 NORTH FIFTH AVENUE
ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

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) EXCEPTION (RICHMOND)

EXPLANATION

REMARKS

Operator Pay Rate includes 15% Vacation Pay + .05 Supplemental Vacation Pay. (Base Rate + 15% + .05) Vacation Pay is included in Pay Rate
Laborer Pay Rate includes \$4.20 Per Hour Vacation Pay-\$6.30 Per Hour O.T. (Base Rate + \$3.75) Vacation Pay is included in Gross Pay Washtenaw County \$4.45 Per Hour Vacation Pay-\$6.68 Per hour O.T. (Base Rate + \$4.45) WC

Name and title

signature

RHONDA L. BLAIR/OFFICE MANAGER

Rhonda L. Blair

Rhonda L. Blair
Nov 29 2021 2:14 PM

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

FEDERAL LAW REQUIRES EACH EMPLOYER TO FURNISH THE FOLLOWING INFORMATION: (Please check any that are applicable)

- We had no employees performing work covered by our Oper. Eng. Local 324 agreement(s) during the month.
- Final Report - Inactive Status request (see reverse for further instructions)

OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS

FORM 3029
REMITTANCE REPORT
REV. 6/21

**ALL CONTRIBUTIONS ARE DUE BY THE 15th
OF THE MONTH FOLLOWING THE MONTH WORKED**

**EMPLOYERS MONTHLY
FRINGE BENEFIT
REPORT**

NAME OF COMPANY BAILEY EXCAVATING, INC.		CONTRACTOR CODE NUMBER 13075		WORK MONTH (MONTH/YEAR) 12 / 21	
ADDRESS 1073 TORO DR.		TELEPHONE 517-750-3030		12 / 21	
CITY AND STATE JACKSON, MI 49201	ZIP	SPECIAL AGMT / JOB SITE (IF APPLICABLE)	EMPLOYER IDENTIFICATION NUMBER (EIN)		
		<input type="checkbox"/> NMA <input type="checkbox"/> GPPMA			

REQUEST FOR FORMS

PLEASE SEND MORE PAPER FORMS

PLEASE CONTACT ME REGARDING MY ONLINE REPORTING OPTIONS

Forms available for download and print at www.luo324employerinfo.org

TYPE OR AREA OF CONSTRUCTION AND FRINGE BENEFIT RATES

PLEASE INDICATE THE AREA OR KIND OF CONSTRUCTION BEING REPORTED IN THE SPACE PROVIDED.
PLEASE MARK THE APPROPRIATE AGREEMENT. FOR THE EXCEL VERSION, THE FRINGE BENEFIT CONTRIBUTION RATES WILL AUTO-POPULATE THE FORM BELOW.

SECTION MARK "X" ↓	AGREEMENT	EFFECTIVE DATE	FRINGE BENEFIT FUND RATES										
			HEALTH CARE	PENSION	RETIREE BENEFIT	VACATION & HOLIDAY	SUPPLEMENTAL VACATION	APPRENTICE & TRAINING	IUOE NTF	INDUSTRY ADVANCEMENT & PROMOTION	324 LBR MGMT EDUCATION COMMITTEE	INDUSTRY LABOR MGMT FUND	DEFINED CONTRIBUTION PLAN
A	A AGC - Detroit Metro CBA	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.19	-----	\$1.10
	AX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
B	B MUCG Underground Agreement	9-1-20	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.03	\$0.16	\$0.06	\$1.00
	BX Class V Operator	9-1-20	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.06	\$1.00
C	C AGC - Outstate Addendum	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.16	-----	\$1.00
	CX Small equipent addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
D	D Distribution and Communications	5-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.05	\$0.14	-----	\$1.00
	DX Cable-Com-Utility Engineer	5-1-21	\$6.50	\$3.00	-----	15%	-----	\$0.25	\$0.05	\$0.05	-----	-----	\$1.00
E	E AGC - Upper Peninsula	5-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	-----	-----	\$0.75
	EX Class E Operator	5-1-21	\$6.50	\$4.00	\$0.10	15%	-----	\$0.70	\$0.05	\$0.15	-----	-----	\$0.75
G	G National Pipeline Agreement	11-16-20	\$8.45	\$13.95	\$0.45	15%	\$0.02	\$1.00	-----	-----	\$0.15	-----	\$2.35
H	H Highway, Bridge & Airport Agmt.	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.03	\$0.16	\$0.10	\$1.00
	HX Class V Operator	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.10	\$1.00
I	I Highway, Bridge & Airport Agmt.	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.08	\$0.16	\$0.05	\$1.00
	IHX Class V Operator	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.08	-----	\$0.05	\$1.00
J	J Great Lakes Fab & Erector Assn	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.26	\$0.19	-----	\$1.00
	JX Oilier-Ground Man etc.	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.45	\$0.05	\$0.26	\$0.14	-----	\$1.00
K	K Floating - Grt. Lakes & Marine	1-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	-----	\$0.25	-----	\$1.00
O	O Owner - Operator	6-1-21	\$8.40	\$13.95	\$0.45	-----	-----	\$1.00	\$0.05	-----	\$0.19	-----	\$1.10
S	S Shop Agreement												
U	U CAM - S E Michigan	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.19	-----	\$1.10
	UX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
V	V CAM - Outstate Addendum	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.16	-----	\$1.00
	VX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS AND THE LISTING OF OPERATING ENGINEERS IN YOUR EMPLOY DURING THE MONTH BEING REPORTED.

Please mail original copy with check to:	Omit ↓	REMITTANCE	CONTRIBUTION RATES	MULTIPLIER		PAID HOURS	AMOUNT	ADJUSTMENTS	TOTAL
		FRINGE BENEFIT FUND	Mark X Above	(TOTAL HRS/WGS From Reverse Side)					
Operating Engineers Local 324 Fringe Benefit Funds 550 Hulet Dr. Suite 103 Bloomfield Twp, MI 48302 ----- Save time and postage! File and pay Fringe Benefits online. Call the Fund Office 248-836-2765 to learn how. ----- You can even upload your monthly payroll files with manual data entry!		HEALTH CARE	\$ 8.40	x	753.50		\$ 6,329.40	\$	\$ 6,329.40
		PENSION	\$ 13.95	x	753.50		\$ 10,511.33	\$ 0.02	\$ 10,511.35
		RETIREE BENEFIT	\$ 0.45	x	753.50		\$ 339.08	\$ 0.02	\$ 339.10
		VACATION	15.00%	x	24,856.92	BASE WAGES	\$ 3,728.54	\$ (0.01)	\$ 3,728.53
		SUPPLEMENTAL VACATION	\$ 0.05	x	753.50	PAID HOURS	\$ 37.68	\$ 0.02	\$ 37.70
		APPRENTICE & TRAINING	\$ 1.00	x	753.50	PAID HOURS	\$ 753.50	\$	\$ 753.50
		IUOE NTF	\$ 0.05	x	753.50	PAID HOURS	\$ 37.68	\$ 0.02	\$ 37.70
		ADVANCEMENT OR PROMOTION	\$ 0.03	x	753.50	PAID HOURS	\$ 22.61	\$ 0.02	\$ 22.63
		324 LABOR MGMT EDUCATION COMM.	\$ 0.16	x	753.50	PAID HOURS	\$ 120.56	\$	\$ 120.56
		INDUSTRY LABOR MANAGEMENT FUND	\$ 0.10	x	753.50	PAID HOURS	\$ 75.35	\$	\$ 75.35
		DEFINED CONTRIBUTION PLAN	\$ 1.00	x	753.50	PAID HOURS	\$ 753.50	\$	\$ 753.50
	REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS								

#11

MICHIGAN LABORERS' FRINGE BENEFIT FUNDS CONTRIBUTION REPORT

		HOURS	x	RATE	=	CONTRIBUTION	+/-	ADJUSTMENT	=	TOTAL
EMPLOYER I.D. NUMBER 00-0034800 191	TELEPHONE NUMBER 517-750-3030	HEALTH CARE								
		477.00	x	\$ 5.50	=	2,623.50	+/-	=	2,623.50	
PERIOD FOR THE WORK MONTH OF Dec-21	AREA (SEE REVERSE SIDE)	VACATION SEE LOCAL AGREEMENT								
		482.00	x	\$ 4.20	=	2,024.40	+/-	=	2,024.40	
		PENSION								
		477.00	x	\$ 7.00	=	3,339.00	+/-	=	3,339.00	
JOB SITE(CITY) OR UNION LOCAL NO. Local 499 - Zone 2 Jxn	TOTAL HOURS WKD (ALL PAGES) 477	TRNG-APPR								
		477.00	x	\$ 0.45	=	214.65	+/-	=	214.65	
		LABOR MGMT								
		477.00	x	\$ 0.45	=	214.65	+/-	=	214.65	
EXPLAIN ADJUSTMENTS ON REVERSE SIDE. ATTACH VARIANCE NOTICE, IF APPLICABLE. CONTRIBUTIONS ARE DUE THE 15TH OF THE MONTH FOLLOWING THE MONTH IN WHICH THE WORK WAS PERFORMED. NAME AND ADDRESS OF EMPLOYER BAILEY EXCAVATING, INC 1073 TORO DRIVE JACKSON, MI 49201		INDUSTRY								
		477.00	x	\$ 0.12	=	57.24	+/-	=	57.24	
		ANNUNITY								
		477.00	x	\$ 0.50	=	238.50	+/-	=	238.50	
		x	=	-	+/-	=	-			
		x	=	-	+/-	=	-			
		EFFECTIVE 6/1/18					+/-	=		
		Section H0				8,711.94	-	=	\$8,711.94	
		TOTALS								

Final Report No covered
Discontinue Prebill Employees This Month

MAKE ONE CHECK PAYABLE TO: MICHIGAN LABORERS' FRINGE BENEFIT FUNDS

SEE REVERSE SIDE:

FOR ADDITIONAL INSTRUCTIONS OR IF NO LABORERS' WERE EMPLOYED OR FOR FINAL REPORT AND FOR SIGNATURE FOR FILING THIS REPORT

EMPLOYEE NAME		SOCIAL SECURITY NUMBER	HOURS		VACATION AMOUNT	GROSS WAGES
LAST	INT		WORKED	PAID		
BLODGETT	B D		8	8	\$ 33.60	\$ 183.68
CONNELLY	D L					
CONSLEY	P					
DARNELL	T A		100	100	\$ 420.00	\$ 2,483.00
F RANKS	C		104.5	106.25	\$ 446.25	\$ 2,568.08
JOHNSON	R R					
KEMPLIN	J C		80	80	\$ 336.00	\$ 2,066.40
MENA	J R					
NEVINS	T C		58	58	\$ 243.60	\$ 1,440.15
PANCAKE	S W		126.5	129.75	\$ 544.95	\$ 3,136.09
REDDICK	Z M					
TOTAL THIS PAGE			477	482	\$ 2,024.40	\$ 11,877.40

TYPE OF WORK OR AREA OF CONSTRUCTION

Section

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

N/A

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

See Attached

6. List the state and local licenses and license numbers held by the bidder:

Sewer Installer #344, Drain Layer #101

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

(Yes)

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

(No)

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

Subcontractors = 20%

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence). See Attached

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

See Attached

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

(Yes)

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

See Attached

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

(No)

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

(Yes)

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails. (See attached also random drug/alcohol testing done by MDOT)

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. N/A

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

See Attached



Bailey Excavating, Inc.



1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

EQUAL OPPORTUNITY EMPLOYER

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

"BAILEY EXCAVATING, INC."

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to be treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, sex, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

5/20/2019

DATE


JACOB W. BAILEY, EEO OFFICER

An Equal Opportunity Employer

#15



Bailey Excavating, Inc.



1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

COMPANY POLICY Revised 11/1/05

TO ALL EMPLOYEES:

HOURS WORKED AND WAGES

A NORMAL WORK WEEK WILL BE 5-8 HOUR DAYS OR 4-10 HOUR DAYS WITH ONE-HALF (1/2) HOUR LUNCH. ANY OVERTIME MUST BE AUTHORIZED BY A SUPERVISOR.

DUE TO UNCONTROLLABLE WEATHER CONDITIONS, FRIDAY WILL BE USED AS A MAKE-UP DAY IN A 4-10 HOUR WEEK. OVERTIME AND SATURDAYS WILL BE 1½x RATE-SUNDAYS AND HOLIDAYS WILL BE 2x RATE.

IF WEATHER CONDITIONS ARE SUCH THAT WE MAY NOT BE ABLE TO WORK, YOUR FOREMAN WILL INFORM YOU OF YOUR WORKING STATUS.

DAILY TIME CARDS ARE TO BE COMPLETED BY EACH INDIVIDUAL EMPLOYEE AFTER EACH WORK DAY. THE CARD IS TO BE SIGNED AND COLLECTED BY THE JOB FOREMAN. THE FOREMAN IS TO TURN IN THE CARDS "DAILY" TO THE OFFICE OR SUPERVISOR. DAILY JOB REPORTS ARE REQUIRED FROM EACH JOB FOREMAN AND ARE TO BE TURNED INTO THE OFFICE OR SUPERVISOR "DAILY".

ALL PAY WILL BE UNION WAGE SCALE. ANY JOB BID AS A ROAD JOB WILL BE PAID ROAD SCALE. ANY JOB BID AS AN UNDERGROUND JOB WILL BE PAID UNDERGROUND SCALE. ANY SPECIAL SCALES REQUESTED TO BID JOBS WILL BE DETERMINED AND AUTHORIZED BY THE AFFILIATING UNIONS.

PICK-UPS & TRUCKS

ALL DRIVERS OF COMPANY VEHICLES MUST HAVE A VALID DRIVERS LICENSE-(CDL IF REQUIRED) AND WEAR SAFETY BELTS. ALL DRIVERS OF COMPANY VEHICLES ARE RESPONSIBLE FOR THE SAFE OPERATION, CARE AND USE OF THE VEHICLE.

TRAFFIC VIOLATIONS ARE THE RESPONSIBILITY OF THE EMPLOYEE. TARP VIOLATIONS ARE ALSO THE DRIVERS RESPONSIBILITY.

An Equal Opportunity Employer

EQUIPMENT

EACH OPERATOR WILL BE RESPONSIBLE FOR GREASING, FUELING AND CARE OF EQUIPMENT HE OR SHE IS OPERATING "DAILY". EACH OPERATOR WILL BE ALLOWED AMPLE TIME TO COMPLETE THESE DUTIES.

IT IS POLICY TO SERVICE EQUIPMENT WITH A DETROIT DIESEL ENGINE APPROXIMATELY EVERY ONE HUNDRED (100) HOURS. CATERPILLAR EQUIPMENT APPROXIMATELY EVERY TWO HUNDRED (200) HOURS. IT WILL BE THE INDIVIDUAL OPERATOR'S RESPONSIBILITY TO NOTIFY THE FOREMAN OR SERVICE PEOPLE FOR THIS MAINTENANCE.

EMPLOYEES MIS-USING COMPANY EQUIPMENT OR VEHICLES WILL BE SUBJECT TO DISMISSAL.

SAFETY

ALL MIOSHA REQUIREMENTS AND BAILEY EXCAVATING COMPANY POLICIES WILL BE FOLLOWED FOR SAFETY AND PROTECTION OF THE EMPLOYEE. ALL SAFETY EQUIPMENT NEEDED WILL BE PROVIDED FOR EACH JOB SITE BY BAILEY EXCAVATING, INC. ALL PROPER DRESS ATTIRE IS TO BE WORN ON JOB SITE SUCH AS HARD HATS, SAFETY SHOES, SHIRTS, LONG PANTS AND SAFETY GLASSES WHEN REQUIRED. SAFETY VESTS ARE REQUIRED ON ALL ROAD PROJECTS.

DRUGS AND ALCOHOL

DRUGS AND ALCOHOL WILL NOT BE PERMITTED AT ANY TIME OR ON COMPANY PROPERTY AND JOB SITES AFTER WORK HOURS. EMPLOYEES VIOLATING THIS RULE WILL BE SUBJECT TO DISMISSAL. ANY EMPLOYEE WHO FAILS TO SUBMIT TO AN ALCOHOL OR DRUG TEST WILL BE DISCHARGED.

AN EQUAL OPPORTUNITY EMPLOYER

BAILEY EXCAVATING, INC. IS AN EQUAL OPPORTUNITY EMPLOYER AND WILL NOT DISCRIMINATE ON THE BASES OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX OR AGE.

WE EXPECT YOUR CO-OPERATION IN FOLLOWING THE ABOVE COMPANY POLICIES.

JAMES W. BAILEY, PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME:	Darcie DeHart		
		PHONE (A/C, No, Ext):	517-783-2608	FAX (A/C, No):	517-783-4674
		E-MAIL ADDRESS:	Darcie@barkerweber.com		
			INSURER(S) AFFORDING COVERAGE	NAIC #	
			INSURER A: State Automobile Mutual Insurance Company	25135	
INSURED	Bailey Excavating, Inc. PO Box 660 Jackson, MI 49204	INSURER B: Accident Fund Insurance Company			10166
		INSURER C: Environmental Risk Managers			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

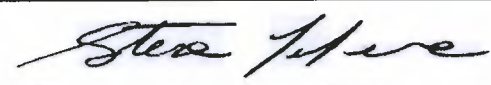
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PBP2728202	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2424722	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	Y	Y	PBP2728202	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6112694	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A C	Contractors Equipment Pollution Liability			PBA2728202 G27928602 002	06/01/2021 11/25/2020	06/01/2022 11/25/2021	Policy Limit - \$58,928.81 Deductible \$2,500 Each Occurrence \$1,000,000 Policy Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2021 Miscellaneous Utilities Project ITB 4669

City of Ann Arbor included as Additional Insured as respect General Liability. Coverage is primary and non contributory. Policy includes contractors general liability plus endorsement - Blanket additional insured and Waiver of Subrogation. No added exclusions or limiting endorsements for products and completed operations

CERTIFICATE HOLDER City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107	CANCELLATION 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section V, 17, The Transfer of Your Rights Of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

CB-7433(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any pro-

fessional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT
ADDITIONAL INSURED - AUTO/GARAGE POLICY

Who Is An Insured is amended to include the person or organization named in the schedule below or in the Declarations but only with respect to liability for the conduct of an "insured."

ADDITIONAL INSURED

TYPE INTEREST

City of Ann Arbor
301 E. Huron St
Ann Arbor, MI 48107

This endorsement forms a part of the policy to which it is attached.

AU188 (01/92)

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

(Yes) No

If bidder answered "yes" to the question above, submit documentation of your safety-training program. See Attached

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")? See Attached

(Yes) No

EMR = .90

20. Will bidder use masters, journeypersons and apprentices on the project?

(Yes) No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: 8-1

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = N/A

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship? See Attached

(Yes) No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

#18

**HAZMAT RESPONDER NETWORK
Certificate Of Completion**

Awarded to

CHAD D WRIGHT

for successful completion of

Hazardous Materials Technician

*this certificate is awarded in recognition of
course completion meeting the requirements of
OSHA 29 CFR, 1910.120 (g)*



<i>Date</i>	<i>Course Hours</i>	<i>Location</i>
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19359
Certificate Number
Hazmat Responder Network

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

TYLER A DARNELL

for successful completion of

Hazardous Materials Technician

*this certificate is awarded in recognition of
course completion meeting the requirements of
OSHA 29 CFR, 1910.120 (q)*



<i>Date</i>	<i>Course Hours</i>	<i>Location</i>
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19361
Certificate Number
Hazmat Responder Network

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

JACOB W BAILEY

for successful completion of

Hazardous Materials Technician

*this certificate is awarded in recognition of
course completion meeting the requirements of
OSHA 29 CFR, 1910.120 (g)*



<i>Date</i>	<i>Course Hours</i>	<i>Location</i>
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19362
Certificate Number
Hazmat Responder Network

#19



March 30, 2021

Bailey Excavating, Inc.
PO Box 660
Jackson, MI 49204

RE: Workers Compensation – Experience Modification Rating Factor History

Hello,

Thank you for your inquiry regarding your Workers Compensation Experience Rating Modification history. The following were developed for each rating year:

<u>Rating Period Dates</u>	<u>Company</u>	<u>Modification Factor</u>
06/01/2020 - 2021	Accident Fund Insurance Company	.90
06/01/2019 -2020	Accident Fund Insurance Company	.70
06/01/2018 - 2019	Accident Fund Insurance Company	.70

Please let us know if you have any questions

Sincerely,

Darcie DeHart

Darcie DeHart for:

Steve Lefere
Barker Weber Insurance
2501 Spring Arbor Rd
Jackson, MI 49202

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U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc.
PO Box 660
Jackson , MI 49201

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program MI007970001 - Michigan Laborer's JAC:

Michigan Laborer's JAC
11155 S. Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI16N050267	**-4317	CRABTREE, ANTHONY	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	8/8/2016		
MI2018003309	***-**-1785	KEMPLIN, JOSEPH	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	4/4/2018		
MI2019003057	***-**-6901	Zischke, Ian	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	5/13/2019		



Certified by the U.S. Department of Labor

Date Issued: 1/8/2020

****VOID 90 DAYS FROM ISSUE DATE****



22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

(Yes)

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project. See Attached

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects. See Attached



23

October 5, 2021

Bailey Excavating, Inc.
P.O. Box 660
Jackson, MI 49204

RE: Bonding Capacity

To Whom It May Concern:

This will advise that Travelers Casualty and Surety Company of America serves as Surety for Bailey Excavating, Inc. Travelers Casualty and Surety Company of America stands ready to tender surety credit to Bailey Excavating, Inc., in regard to all bid, performance and labor and material payment bonds up to \$10,000,000 single project/\$20,000,000 aggregate work program.

This program is dependent upon the current financial condition of Bailey Excavating, Inc. Should their financial condition change, this commitment will be altered. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America carries an A.M. Best Rating of A++ (Superior) and has a Financial Size Category of XV (\$2 Billion or greater).

If you need additional information, please give me a call.

Sincerely,

Heather Buonodono
Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather Buonodono** of **LANSING Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

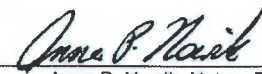
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **October**, **2021**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

23



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

November 23, 2020

Bailey Excavating, Inc.
1073 Toro Dr
Jackson MI 49201-1095

00777
(517) 750-3030

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$12,218,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until September 30, 2022.

12218	Ea	Grading, Drainage Structures & Agg. Cons
200	G	Building Moving And Demolition
200	I	Sodding And Seeding/Turf Establishment
3000	J	Concrete C, C&G, Driveways, Sidewalks
12218	K	Sewers and Watermains
12218	N2	Clearing & Grubbing

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

#24

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

TO: ALL BAILEY EXCAVATING, INC. EMPLOYEES

FROM: JAMES W. BAILEY

SAFETY, ACCIDENT PREVENTION, AND LOSS CONTROL POLICY STATEMENT

The Bailey Excavating, Inc. and its subsidiaries are committed to a strong employee safety program. It is directed at providing a place of employment that is free from recognized physical hazards and provide a healthful environment for its employees and others working at its facilities.

Responsibility for safety is shared between company management, supervision and employees. Bailey Excavating, Inc. recognizes the need for safe work practices, employee training and equipment in good operating order. Managers are expected to give their complete support to the safety and accident prevention program. However, accidents can best be prevented through safety minded attitudes and actions of all employees.

RESPONSIBILITIES

Management:

Provide strong company support in principle and funding as required.

Assure that all activities under their direction are operated in a safe manner.

Compliance to federal and state occupational safety and health standards of their facilities, equipment and work practices.

Abatement of conditions that have or may result in citations by enforcement officials.

See that all recommendations of insurance carrier inspectors are acted upon and responded to promptly.

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

SUPERINTENDENTS AND FOREMEN:

Always set a good safety example.

Alert and train your workers in good safety practices.

Conduct periodic inspections of the work site to identify possible hazards. Where practical, eliminate the hazards, and when not practical, point them out to workers so they can be avoided.

Conduct regular tool box meetings, a minimum of once each week. A written report of the safety meeting including a list of employees participating is required.

See that all accidents are reported and investigated promptly.

Be prepared to help in any accident or emergency. Have proper phone numbers to summon police, fire department, ambulance and doctor as required.

Provide proper job instruction and be certain that each employee knows all the safety rules that apply to the job.

Enforce safety rules.

Discuss all pertinent safety information and all known hazards with employees before a job is started. Instruct employees to be alert for unknown hazards and to be concerned with safety at all times.

EMPLOYEES:

Work safety and conduct themselves in a responsible manner.

Good safety performance requires the efforts of all employees to prevent accidents or injuries.

Accept safety as a personal matter. Every employee must cooperate with the safety program by developing safe work habits and reporting hazardous working conditions. They are expected to be continually on the alert for potential hazards and to take necessary action to prevent accidents and injuries.

Follow the safety practices which are established for their protection and that of other employees.

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

SAFETY AND LOSS CONTROL MANAGER

Formulate the safety and loss control program.

Assist manager in meeting their safety and loss control responsibility.

Investigate practices or conditions which have caused or may cause accidental injury or property damage and make recommendations for correction.

Stay abreast of all developments of new or revised safety and health regulations.

Publish regular bulletins to communicate important safety matter to managers, supervisors and employees.

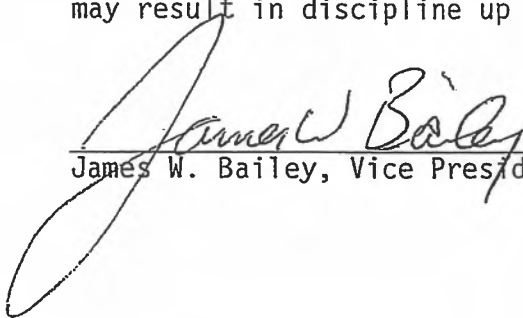
Conduct regular and thorough safety and loss control audits of all facilities and activities.

CONTRACTOR AND SUBCONTRACTORS

Comply with all applicable federal, state and local safety and health related standards and regulations when working on Bailey Excavating, Inc. premises or as a subcontractor on field projects. It is up to the individual employer to require its employees to perform in a safe and responsible manner.

CONCURRENT WITH THE INSTITUTION OF THIS POLICY STATEMENT

Bailey Excavating, Inc. will be adopting specific Safety Rules. While it is the company's intent to make their Safety Rules as practical as possible, they may result in some inconvenience to the employees and/or changes in job procedures. A positive incentive program to promote employee participation may be adopted as an option by individually. However, all employees are required to observe the Safety Rules and violation thereof may result in discipline up to and including termination.



James W. Bailey, Vice President

miosha violations

FOREMAN/QUALIFIED EMPLOYEE
SAFETY CHECKLIST

Superintendent:

Job Location:

Date:

Inspected By:

	Yes	No
1. Emergency phone numbers posted.	<input type="checkbox"/>	<input type="checkbox"/>
2. First Aid/CPR certified employee on each job site.	<input type="checkbox"/>	<input type="checkbox"/>
A. First-aid kits available.	<input type="checkbox"/>	<input type="checkbox"/>
B. CPR mask.	<input type="checkbox"/>	<input type="checkbox"/>
C. Rubber gloves.	<input type="checkbox"/>	<input type="checkbox"/>
D. Haz Mat disposal bag.	<input type="checkbox"/>	<input type="checkbox"/>
3. Drinking water with cups available.	<input type="checkbox"/>	<input type="checkbox"/>
4. Toilet facilities provided or available.	<input type="checkbox"/>	<input type="checkbox"/>
5. Personal safety equipment in use.		
A. Hard hats.	<input type="checkbox"/>	<input type="checkbox"/>
B. Eye protection.	<input type="checkbox"/>	<input type="checkbox"/>
C. Ear protection.	<input type="checkbox"/>	<input type="checkbox"/>
D. Hand protection.	<input type="checkbox"/>	<input type="checkbox"/>
E. Foot Protection.	<input type="checkbox"/>	<input type="checkbox"/>
F. Clothing protection.	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
6. Fuel Storage.		
A. Fuel storage area marked "NO SMOKING" Appropriate extinguisher available in area.	<input type="checkbox"/>	<input type="checkbox"/>
B. All fuel cans safety type-transport only.	<input type="checkbox"/>	<input type="checkbox"/>
7. Traffic and pedestrian control devices properly used.	<input type="checkbox"/>	<input type="checkbox"/>
A. Construction signs.	<input type="checkbox"/>	<input type="checkbox"/>
B. Proper barricades.	<input type="checkbox"/>	<input type="checkbox"/>
C. Traffic cones.	<input type="checkbox"/>	<input type="checkbox"/>
D. Flagpersons with six foot staff with red flags and orange vest.	<input type="checkbox"/>	<input type="checkbox"/>
E. Flagpersons properly instructed.	<input type="checkbox"/>	<input type="checkbox"/>
F. Flagpersons used to assist trucks and vehicles in and out of traffic.	<input type="checkbox"/>	<input type="checkbox"/>
8. Tools:		
A. Air tool connections secured with safety chains.	<input type="checkbox"/>	<input type="checkbox"/>
B. Portable electric tools provided with approved systems of double insulation and GFCI.	<input type="checkbox"/>	<input type="checkbox"/>
C. Extension cords are three wire type and in good condition.	<input type="checkbox"/>	<input type="checkbox"/>
D. Portable lights equipped with bulb guards.	<input type="checkbox"/>	<input type="checkbox"/>
E. Protective guards on portable saws in good order.	<input type="checkbox"/>	<input type="checkbox"/>
F. Ladder in good condition.	<input type="checkbox"/>	<input type="checkbox"/>
G. All hand tools in good condition, no cracked or splintered handles.	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
9. Trucks and equipment.		
A. Parking brakes set when not in use.	<input type="checkbox"/>	<input type="checkbox"/>
B. Type ABC fire extinguishers available in trucks.	<input type="checkbox"/>	<input type="checkbox"/>
C. All horns and lights in good working order.	<input type="checkbox"/>	<input type="checkbox"/>
D. Seats firmly secured on vehicles used to transport Employees.	<input type="checkbox"/>	<input type="checkbox"/>
E. A copy of the most recent equipment inspection checklist on site.	<input type="checkbox"/>	<input type="checkbox"/>
F. Roll over protection and seat belts in good order.	<input type="checkbox"/>	<input type="checkbox"/>
G. Equipment safety chains in good order and in use.	<input type="checkbox"/>	<input type="checkbox"/>
H. Registration cards in all trucks.	<input type="checkbox"/>	<input type="checkbox"/>
I. Equipment and vehicle properly lubricated and maintained.	<input type="checkbox"/>	<input type="checkbox"/>
J. All drivers with valid licenses.	<input type="checkbox"/>	<input type="checkbox"/>
K. Back-up alarms in good working order.	<input type="checkbox"/>	<input type="checkbox"/>
L. Windshield void of cracks/wipers and defoggers in operable condition.	<input type="checkbox"/>	<input type="checkbox"/>

10. Excavation, trenching, shoring, pipe laying.

A. Qualified person makes periodic inspections of soil conditions and shoring systems.	<input type="checkbox"/>	<input type="checkbox"/>
B. Effort made to locate underground installations by inspection and notification to MISS DIG 1-800-482-7171.	<input type="checkbox"/>	<input type="checkbox"/>
C. Excavated material stored 2 feet from edge of excavation.	<input type="checkbox"/>	<input type="checkbox"/>
D. Materials used for shoring in good working condition - trench box inspected for broken welds.	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
E. Walls on manhole and ditch excavations more than 5 feet deep shored or sloped or otherwise protected.	<input type="checkbox"/>	<input type="checkbox"/>
F. Means of ingress/egress provided every 25 feet in trenches over 4 feet deep.	<input type="checkbox"/>	<input type="checkbox"/>
G. Warning signs posted on truck cranes and excavating equipment. Maintain minimum 10 foot clearance when working near electrical lines.	<input type="checkbox"/>	<input type="checkbox"/>
11. Working in confined spaces.		
A. Confined space tested for gas before entry.	<input type="checkbox"/>	<input type="checkbox"/>
B. Confined space ventilated with blowers before entry.	<input type="checkbox"/>	<input type="checkbox"/>
C. Smoking or open flame not permitted within 25 feet of confined space.	<input type="checkbox"/>	<input type="checkbox"/>
D. Upstream utilities tagged and locked out.	<input type="checkbox"/>	<input type="checkbox"/>
12. Handling and storage of materials		
A. Rigging equipment inspected at beginning of each shift.	<input type="checkbox"/>	<input type="checkbox"/>
B. Chains are alloy steel with permanent tag showing size, grade, rated capacity and manufacturer's name.	<input type="checkbox"/>	<input type="checkbox"/>
C. Material staked, raked, blocked, interlocked or otherwise secured to prevent sliding, falling or collapse during storage or transit.	<input type="checkbox"/>	<input type="checkbox"/>
D. Inspect hooks for stretching or twisting.	<input type="checkbox"/>	<input type="checkbox"/>
E. Slings in good condition and built properly.	<input type="checkbox"/>	<input type="checkbox"/>
13. MIOSHA safety poster displayed.	<input type="checkbox"/>	<input type="checkbox"/>
14. Accident report filled out promptly and completed after each accident. Phoned in to office for typing and mailing.	<input type="checkbox"/>	<input type="checkbox"/>
15. Safety manual on jobsite.	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No |
|--|--------------------------|--------------------------|
| 16. New employees given brief orientation as to company policies. | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Conduct one 10 minute safety meeting (Tool Box Talk) with crew each week. Records of topic and attendance must be turned into home office. | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. MSDS booklet and poster. | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS

BAILEY EXCAVATING, INC.
HEALTH & SAFETY PLANS FOR

DATE: _____

TO

DATE: _____

PROJECT # _____

PREPARED BY:
BAILEY EXCAVATING, INC.
1073 Toro Drive
Jackson, MI 49201
517-750-3030

SAFETY OFFICER:
JOHN W. BAILEY

The purpose of this Health and Safety Plan is to provide the employees of Bailey Excavating and Sub Contractors with information about this project to help protect the workers on the job, and prevent any accidents or personal injuries.

All Employees and Sub Contractors must comply with Bailey Excavating's company policies, which have been previously approved by the affiliated unions. Enclosed is a copy of the Company's policy.

Any questions relating to the Health and Safety Plan on this project should immediatly be reported to:

Bailey Excavating, Inc.
John W. Bailey, Health and Safety Officer
1073 Toro Drive
Jackson, MI 49201
517-750-3030

**CITY OF ANN ARBOR
PREVAILING WAGE DECLARATION OF COMPLIANCE**

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

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

The Contractor agrees:

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

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

BAILEY EXCAVATING, INC.

Company Name

Signature of Authorized Representative

1/13/22

Date

JACOB W. BAILEY-VICE PRESIDENT/ESTIMATOR

Print Name and Title

1073 TORO DRIVE, JACKSON, MI 49201

Address, City, State, Zip

517-750-3030/jacobbailey@bailey-excavating.com; rhondablair@bailey-excavating.com

Phone/Email address

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

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

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

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

The Contractor or Grantee agrees:

- (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 \$14.05/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 \$15.66/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.

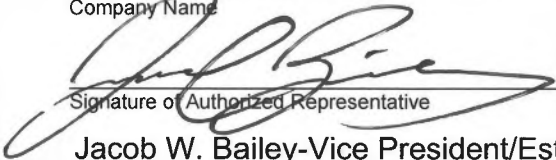
The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read 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.

Bailey Excavating, Inc.

Company Name

1073 Toro Drive

Street Address


Signature of Authorized Representative

1/13/22

Date

Jackson, MI 49201

City, State, Zip

Jacob W. Bailey-Vice President/Estimator

517-750-3030/jacobbailey-excavating.com;rhondablair@bailey-excavating.com

Print Name and Title

Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

\$14.05 per hour

If the employer provides health care benefits*

\$15.66 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:

Conflict of Interest Disclosure*
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.
() Relationship to employee
() Interest in vendor's company
() Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that 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:
Bailey Excavating, Inc. 517-750-3030
Vendor Name Vendor Phone Number
Signature of Vendor Authorized Representative 1/13/2022 Date Printed Name of Vendor Authorized Representative Jacob W. Bailey

**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.

Bailey Excavating, Inc.

Company Name

Signature of Authorized Representative

1/13/22

Date

Jacob W. Bailey-Vice President/Estimator

Print Name and Title

1073 Toro Drive, Jackson, MI 49201

Address, City, State, Zip

517-750-3030/jacobbailey@bailey-excavating.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/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.

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

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

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

Complaint Procedure: If any individual 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.

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

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.