

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, 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 and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting

requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder 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 29 DAY OF May, 2012

Michigan Joint Sealing, Inc.

Bidder's Name

28830 W. 8 Mile Rd. Ste. 103

Official Address
Farmington Hills, MI. 48336

248-476-4120

Telephone Number

Kimberly Siniško
Authorized Signature of Bidder

Kimberly Siniško

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of Michigan, for whom Kimberly Sinischo, bearing the office title of Power of Attorney whose signature is affixed to this Bid, is authorized to execute contracts.

~~* A partnership, list all members and the street and mailing address of each:~~

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

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

BID FORM
Section 1 - Schedule of Prices

Contractor Name Michigan Joint Sealing, Inc.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1001	Overband Crack Sealing	Per pound	100,000	\$ <u>1.11</u>	\$ <u>111,000.00</u>
281	Arrow Panel - Furnish And Operate	Each	3	\$ <u>1.00</u>	\$ <u>3.00</u>
282	Plastic Drum - Lighted - Furnish & Operate	Each	20	\$ <u>1.00</u>	\$ <u>20.00</u>
283	Barricade Type III - Lighted - Furnish And Operate	Each	6	\$ <u>1.00</u>	\$ <u>6.00</u>
284	Temporary Sign - Type B	Each	100	\$ <u>5.00</u>	\$ <u>500.00</u>
285	No Parking Sign	Each	25	\$ <u>5.00</u>	\$ <u>125.00</u>
286	Traffic Regulator	Per Hour	40	\$ <u>12.00</u>	\$ <u>480.00</u>
TOTAL THIS PAGE:				\$ <u>113,134.00</u>	

BID FORM

Section 2 - Material and Equipment Alternates

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

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

<u>Item Number</u> <u>Amount</u>	<u>Description</u>	<u>Add/Deduct</u>
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N/A

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

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

Signature of Authorized Representative of Bidder

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

N/A

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

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

Signature of Authorized Representative of Bidder

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BID FORM

Section 4 - 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.

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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NONE

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

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that, pursuant to Section 495 of Act 642 of the Public Acts of 1978, I, Jerry W. Midgett as principal, hereby appoint Kimberly A. Sinischo, who is related to me as my step-daughter, as my true and lawful Attorney-In-Fact for me and in my name, place and stead, and on my behalf and for my use and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with, arising from, or relating to any person, time transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, any and all documents of title, chooses in action, real or personal property, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire; and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of; and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey (subject to liens) mortgage, (subject to deeds of trust), and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates or deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences

of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

7. I grant to said attorney-in-fact full power and authority to do, take, perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

8. This instrument is to be construed and interpreted as a general Durable Power of Attorney and the enumeration of specific items, rights, acts, or powers herein are not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

This Durable Power of Attorney shall be effective immediately and shall continue notwithstanding my disability until expressly revoked or until my death, whichever shall first occur, at which point it shall terminate; provided, however, that upon termination, this Power of Attorney shall continue to be binding and effective as to all matters thereafter done by my Attorney, unless prior to the doing of such matters my Attorney has received actual notice of the revocation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of November, 1998.

Jerry W. Midgett
Jerry W. Midgett

IN THE PRESENCE OF:

Reginald Simpson
James T. Burnett

State of Michigan)
County of Oakland)

On this 17th day of November, 1998 before me, a Notary Public, personally appeared Jerry W. M. Midgett the above named, who is to me known to be the person described in and who executed the above Durable Power of Attorney, and who acknowledge the same to be of free act and deed.

Mark M. Matusz
Notary Public
Oakland County, Michigan
My Commission Expires: 8-15-99

MARK M. MATUSZ
Notary Public, Wayne County, MI
My Commission Expires 8-15-1999