

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

All Seasons Underground Construction Inc.

5687 Pawson Rd

Tipton, MI 49287

SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company

P.O. Box 3646

Omaha, NE 68103-0646

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: City of Ann Arbor- Galvanized Water Service Line Replacement / 150 Galvanized Water Service Line Replaced
(Name, location or address, and Project number, if any)

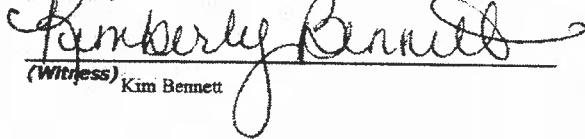
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 29th day of November, 2023

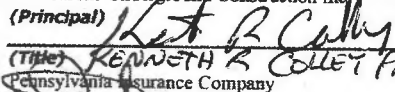
(Witness)


(Witness) Kim Bennett

All Seasons Underground Construction Inc.

(Principal)

(Title)


KENNETH R. COLLEY PRESIDENT
Pennsylvania Insurance Company

(Surety)

(Title)

John T. Foster

(Seal)
(Seal)
Attorney-in-Fact

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061110

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO.

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

John T. Foster, James Slear, Ian T. Foster, Connor McDowell

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

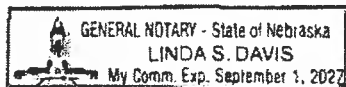
California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By Jeffrey A. Silver Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August, A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



Linda S. Davis
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 29th day of November, 2023

Jeffrey A. Silver
Jeffrey A. Silver, Secretary

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

ALL SEASONS UNDERGROUND CONST. INC
Company Name
Kate R Colby 11-28-23
Signature of Authorized Representative Date
KENNETH R COLBY PRESIDENT
Print Name and Title
5687 Lawson RD Tipton MI 49287
Address, City, State, Zip
517-673-1561 allseasonsunderground200@yahoo.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 \$15.90/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 \$17.73/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.

ALL SEASONS UNDERGROUNDS CONSTRUCTION
 Company Name

5687 PAWSON RD
 Street Address

Kent R Colley
 Signature of Authorized Representative

112823
 Date

Tipton mi 49287
 City, State, Zip

KENNETH R COLLEY
 Print Name and Title

517-673-1561 allseasonsunderground2009@phdoc
 Phone/Email address



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.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
NA	

*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:		
ALL SEASONS UNDERGROUND CONSTRUCTION	517-673-1561	
Vendor Name	Vendor Phone Number	
	11-28-23	KENNETH R COLLEY
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

ALL SEASONS UNDERGROUND CONSTRUCTION
Company Name

Kate R Colley
Signature of Authorized Representative

11-28-23
Date

KENNETH R COLLEY PRESIDENT
Print Name and Title

5687 Lawson RD Tipton MI 49287
Address, City, State, Zip

517-673-1561 allseasonsunderground2009@yahoo.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

BID FORM

Section 1 – Schedule of Prices

Company: ALL SEASONS UNDERGROUND CONSTRUCTION

Project: ITB# 4740 - Galvanized Water Service Line Replacement

ESTIMATED QUANTITIES	UNIT	DESCRIPTION OF WORK	UNIT PRICE	TOTAL PRICE
150	Each	Mobilization, fixed cost per service	300 ⁰⁰	45,000 ⁰⁰
30	Per Day	Traffic Control, Major Road	1800 ⁰⁰	54,000 ⁰⁰
20	Per Day	Arrow Board, billed in quarters	1500 ⁰⁰	30,000 ⁰⁰
20	Per Day	Per Flagger	640 ⁰⁰	12,800 ⁰⁰
1	LS	Certified Payroll Compliance and Reporting	10,000 ⁰⁰	10,000 ⁰⁰
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Cable Pulling	125 ⁰⁰	25,000 ⁰⁰
132@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Boring	125 ⁰⁰	660,000 ⁰⁰
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Open Cut	140 ⁰⁰	28,000 ⁰⁰
1@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Cable Pulling	135 ⁰⁰	5400 ⁰⁰
2@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Boring	135 ⁰⁰	10,800 ⁰⁰
1@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Open Cut	150 ⁰⁰	6,000 ⁰⁰
1@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Cable Pulling	145 ⁰⁰	5800 ⁰⁰
2@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Boring	145 ⁰⁰	11,600 ⁰⁰
1@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Open Cut	160 ⁰⁰	6,400 ⁰⁰
5	Each	Failed Attempt – Boring Method	3,000 ⁰⁰	15,000 ⁰⁰
5	Each	Failed Attempt – Cable Pulling Method	500 ⁰⁰	2500 ⁰⁰
4000	Square Ft	Remove Concrete Sidewalk, Ramp Drives, any Thickness	5.00	20,000 ⁰⁰
100	Linear Feet	Remove Concrete Curb or Curb & Gutter,	4.00	400 ⁰⁰
3500	Square Foot	Replace Concrete Sidewalk, 4"	15.00	52,500 ⁰⁰
500	Square Foot	Replace Concrete Sidewalk, Ramp, Drive Approach 6"	25.00	12,500 ⁰⁰
2	Each	ADA Detectable Warning Plate	1500 ⁰⁰	3,000 ⁰⁰
100	Linear Feet	Replace Concrete Curb or Curb & Gutter	125.00	12,500 ⁰⁰
40	Ton	HMA, LVSP - Pavement Leveling Course	80 ⁰⁰	3200 ⁰⁰
24	Ton	HMA, LVSP - Pavement Top Course	135 ⁰⁰	3240 ⁰⁰
40	LBS	Fertilizer, Chemical Nutrient, CI A	100 ⁰⁰	4,000 ⁰⁰
60	LBS	Seeding Mixture, THM	50 ⁰⁰	3,000 ⁰⁰
1000	Square Yard	Topsoil Surface, Furnish, 4 inch	75.00	75,000 ⁰⁰

ESTIMATED TOTAL \$ 1,117,640.00

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 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 28 DAY OF NOVEMBER, 2023

ALL SEASONS UNDERGROUND CONST
Bidder's Name

Kate R Cally
Authorized Signature of Bidder

5687 Pawson Rd Tipton Mi 49877
Official Address

KENNETH R COLLET
(Print Name of Signer Above)

517-673-1561
Telephone Number

allseasonsunderground2009@yahoo.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: ALL SEASONS UNDERGROUND CONSTRUCTION INC

* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom KENNETH R COLLEY, bearing the office title of PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

Authorized Official

K R Colley Date 11-28, 2023

(Print) Name KENNETH R COLLEY Title PRESIDENT

Company: ALL SEASONS UNDERGROUND CONSTRUCTION INC

Address: 5687 PAWSON RD Tipton MI 49287

Contact Phone (517) 673-1561 Fax () _____

Email allseasonsunderground2009@yahoo.com

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 Kate R. Cully Date 11-28-23

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 Keith R. Cully Date 11/28/23

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>
CARBARY Plumbing WARREN 48093	Plumbing	\$195,000 ⁰⁰

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 _____

BID FORM

Section 5 – References

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

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

1) CITY OF MELVINDALE
LEAD WATER REPLACEMENT \$ 3,000,000⁰⁰ 9-1-22
Project Name Cost Date Constructed

SHELBY GYURCSIK 313-429-1080
Contact Name Phone Number

2) CITY OF KINGSTON
LEAD SERVICE REPLACEMENT \$ 1,198,300⁰⁰ 4-1-23
Project Name Cost Date Constructed

JOSEPH SLONECKI 231-645-4450
Contact Name Phone Number

3) CITY OF INKSTER
LEAD SERVICE REPLACEMENT \$ 626,160⁰⁰ 4-20-23
Project Name Cost Date Constructed

SUSAN ROTERMAN 313-234-0323
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: ALL SEASONS UNDERGROUND CONST INC

Social Security or Federal Employer I.D. #: 20-4895149

Address: 5687 Pawson Rd

City: Tipton State: mi Zip: 49287

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 2010

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

KENNETH R COLLEY PRESIDENT CHRISTEY COLLEY SECRETARY-TREASURER

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

Explanation of any business name changes:

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).

NA

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

NA

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

NA

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.

100% OF OUR WORKFORCE RESIDES IN MICHIGAN

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).

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

All Seasons Underground Pay Scale

Laborers

New Hire No Experience \$20 Per Hour

Experience New Hire \$25 Per Hour

After 90 days \$28 Per Hour

Operators

New Hire Experience Only \$28 Per Hour

After 90 Days \$32 Per Hour

Foreman / Operators

New Hire Experience Only \$32 Per Hour

After 90 Days \$38 Per Hour

AFTER 90 DAYS ALL SEASONS PAYS 100% OF HEALTH INSURANCE

ALL SEASONS HAS A RITIREMENT IRA MATCHING UP TO 3%

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).

NA

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*

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.

NA

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

ALL SEASONS UNDERGROUND DRUG PROGRAM

All Seasons Underground has implemented a drug program to keep our employees safe and healthy.

All employees are subject to random drug testing at any time. Drug testing will be at a minimum of once a year.

Any employee refusing a test will be subject to termination.

All employees after 90 day probation period is eligible for insurance which includes if needed coverage for rehab.

Upon a positive test the employee shall be suspended without pay for 2 weeks. At this time if they wish to enter a rehab center they may with the assurance that they will have their job once they are ok'd for release.

Upon a 2nd positive test the employee will be given 30 days off without pay and required to enter a program. Upon completion of the program the employee will be allowed to return to work.

Upon a 3rd positive test the employee will be terminated losing all benefits and not allowed to return to work.

Any employee admitting to having a problem will be allowed to seek treatment even if not having a negative test, and their job will be waiting for them when they feel healthy enough to return to work.

ARTICLE 23

DRUG AND ALCOHOL TESTING

Section A. Definitions.

As used in this article:

1. **Alcohol test** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.
 2. **Drug** means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, *et seq.*, of the Michigan Compiled Laws, as may be amended from time to time.
 3. **Drug test** means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.
 4. **Random selection basis** means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive or mandate the selection of any employee selected under the mechanism.
 5. **Reasonable suspicion** means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a departmental work rule or a civil service rule or regulation. By way of example only, reasonable suspicion may be based upon any of the following:
 - a. Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.
 - b. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.
 - c. Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.
 - d. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs or alcohol while on duty, while on the Employer's premises, or while operating the Employer's vehicle, machinery, or equipment.
-

Section C. Testing.

The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this Article.

An employee may refuse to submit to a drug screening or alcohol test but the employee shall be warned that such refusal constitutes grounds for discipline equivalent to discipline imposed for a positive test result, and allowed an opportunity to submit to the testing as though the employee had originally complied with the order.

1. **Random Selection Testing:** A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.
 2. **Reasonable Suspicion Testing:** An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this Article or a departmental work rule.
 3. **Preappointment Testing:** An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.
 4. **Follow-up Testing:** An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this Article or a departmental work rule.
 5. **Post-Incident Testing:** A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:
 - a. The operation of a motor vehicle.
 - b. The discharge of a firearm.
 - c. A physical altercation.
 - d. The provision of direct health care services.
 - e. The handling of dangerous or hazardous materials.
-

DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

Section F. Union Representation.

Employees may confer with an available union representative on site (if available on site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or drug test, provided such contact will not unreasonably delay the testing process.

Section G. Review Committee for Drug and Alcohol Testing.

A Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer will meet, upon request of either party, to review testing data and discuss problems related to the administration of the testing program.

Section H. Prohibited Levels of Drugs and Alcohol.

- 1. Prohibited Levels of Drugs.** It is a violation of this article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the employee.
- 2. Prohibited Levels of Alcohol.** It is a violation of this article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just cause for the Employer to discipline the employee.

Section I. Penalties.

- 1.** The employer may impose discipline, up to and including dismissal, for violation of this article or a departmental work rule.
- 2.** An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a preappointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Department of Civil Service shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee

testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

Section L. Identification of Test-Designated Positions

Each Appointing Authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of Section A, Subsection 8 of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the Appointing Authority. The Appointing Authority shall give written notice of designation to each test-designated employee at least fourteen (14) days before implementing the testing provisions of this Article.

The State Employer agrees to provide to the Union, on a confidential basis, notice of such classes, subclasses, or individual positions that have been designated as test-designated at least 30 days before implementing the testing provisions of this article.

The Union may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

Section M. Coordination of Rule and Federal Regulations.

The provisions of this Article are also applicable to employees subject to mandatory Federal regulations governing drug or alcohol testing. However, in any circumstance in which (1) it is not possible to comply with both this rule and the Federal regulation or (2) compliance with this rule is an obstacle to the accomplishment and execution of any requirement of the Federal regulation, the employee shall be subject only to the provision of the Federal regulation.

Table: Drug metabolites, typical cut-off levels and time of detection in urine

Drug	Primary Metabolite	Typical cutoff mg/ml	Potential source of false positive	Time of detection in urine
Opiates	Morphine	300-2,000	Poppy seeds Rifampin Chlorpromazine Dextromethorphan	2-4 days
Cocaine	Benzoylcegonine	300	Very specific metabolite	1-3 days
Amphetamine Methamphetamine	Amphetamine	1,000	Ephedrine Phenylpropanolamine Methylphenidate Trazadone Bupropion Ranitidine	2-4 days
Marijuana	Tetrahydrocannabinol (THC)	50	NSAIDS Martirol Pantoprazole	1-3 days for intermittent use, up to 50 days in chronic use
Benzodiazepines	Standard assays measure oxazepam, diazepam <i>Poor detection of newer agents</i>	200	Oxaprozin	Varies with half-life agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

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 Kemner Iott Benz 1390 West Maumee St. Adrian MI 49221	CONTACT NAME: Michele Merkel PHONE (A/C, No, Ext): 517-265-7000 E-MAIL ADDRESS: mmerkel@kemneriottbenz.com	FAX (A/C, No): 517-265-2990	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED All Seasons Underground Construction Inc 5687 Pawson Tipton MI 49287	INSURER A: Frankenmuth Insurance Company		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1820533356 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6707402	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			6707401	10/23/2023	10/23/2024	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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6707402	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	6707400	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ann Arbor
 301 East Huron St
 Ann Arbor MI 48104

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

Cary F. Cain

All Seasons Employees Are Trained And Supervised
Until We Feel They Are Comfortable In The Job They
Are Doing. We Have Men That Have Been With This
Company For 17 Years So They Are Very Experienced
In Every Aspect of The Job.

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.

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

Yes

No

EMR = _____

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: _____

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 = _____

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?

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.

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



Kevin M. McCarthy
Certified Public Accountant

Kenneth Colley, Stockholder
All Seasons Underground Construction, Inc.
Tipton, MI

You have requested that we prepare the financial statements of All Seasons Underground Construction, Inc., which comprise the balance sheet as of December 31, 2022, and the related statements of income and retained earnings, and cash flows for the year then ended, and the supplementary schedules of cost of earned revenue and general and administrative expenses, which are not a part of the basic financial statements, and perform a compilation engagement with respect to those financial statements and supplementary information. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to

- a. prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The compilation engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error
- d. The prevention and detection of fraud
- e. To ensure that the entity complies with the laws and regulations applicable to its activities
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement
- g. To provide us with:
 - i. access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
 - ii. additional information that we may request from you for the purpose of the compilation engagement
 - iii. unrestricted access to persons within the entity of whom we determine it necessary to make inquiries

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

Kenneth Colley, Stockholder
All Seasons Underground Construction, Inc.
Page 3

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

Other Relevant Information

Our fees for these services will be \$6,850. We will invoice you for these services upon your acceptance of this engagement letter and payment of the invoice is due up issuance of the compiled financial statements.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorneys' fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

Sincerely yours,

Kevin M. McCarthy, CPA, PC

Kevin M. McCarthy, CPA, PC
August 31, 2023

Acknowledged and agreed on behalf of All Seasons Construction, Inc. by:

KR Colley
Kenneth R Colley (Sep 5, 2023 13:18 EDT)
Kenneth Colley, Stockholder

Sep 5, 2023

KRC

KRC

KRC

AWWA C909 CIOD Gasketed Integral Bell PVCO Pressure Pipe Certification

AWWA C909 CIOD Gasketed Integral Bell PVCO Pressure Pipe in sizes 6" – 12", Pressure Class 235, provided by Westlake Pipe & Fittings, is manufactured in accordance with **AWWA C909-16** and certified to **CSA B137.3.1**, **NSF 14**, **FM 1612 (PC 185)**, and **UL 1285** (except 10"). The PVC material meets a minimum cell classification of 12454 as defined by **ASTM D1784** and meets a Hydrostatic Design Basis (HDB) of 4,000 psi. The finished pipe meets an HDB of 7,100 psi.

The gasketed bell ends of this product meet the requirements of **ASTM D3139**, including Clause 6.2 (fully thickened bells). As part of the third-party certification to CSA B137.3.1 and NSF 14, the requirement for Clause 6.2 of D3139 is third party certified. All products are supplied with EPDM gaskets. Gasket material meets the requirements of **CSA B137.3.1** and **ASTM F477**

Potable Water Applications

Pipe manufactured for potable applications is blue in color and is certified to **NSF 61** and **BNQ 3660-950**. The gasket material is listed to **NSF 61**.

The certifications are based on the applicable edition of the referenced standard in effect on the date of manufacture. If we may be of further assistance, please contact Technical Services at technical@westlakepipe.com.

Sincerely,



Joshua E. Clapper
Director, Product Marketing, Marketing and Development

Reference Standards:

- **ASTM D1784:** *Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds*
- **ASTM D3139:** *Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals*
- **ASTM F477:** *Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe*
- **AWWA C909-16:** *Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe, 4 In. (100mm) and Larger*
- **BNQ 3660-950:** *Safety of Products and Materials in Contact with Drinking Water*
- **CSA B137.3.1:** *Molecularly Oriented Polyvinylchloride (PVCO) Pipe for Pressure Applications*
- **FM 1612:** *Approval Standard for Polyvinyl Chloride (PVC) Pipe and Fittings for Underground Fire Protection Service*
- **NSF 61:** *Drinking Water Components-Health Affects*
- **NSF 14:** *Plastics Piping System Components and Related Materials*
- **UL 1285:** *Pipe and Couplings, Polyvinyl Chloride (PVC), and Oriented Polyvinyl Chloride (PVCO) for Underground Fire Service*