

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Doan Construction Co.
3670 Carpenter Road, Ypsilanti, MI 48197

as Principal, hereinafter called Principal, and

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Ann Arbor
301 East Huron Street, Ann Arbor, MI 48104

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

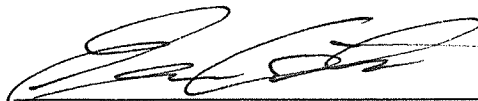
WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

2022 Sidewalk Gap Elimination Project

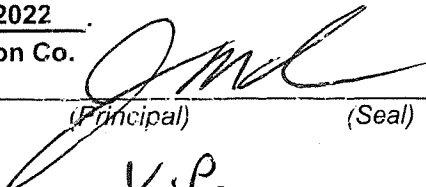
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 1st day of April, 2022.

Doan Construction Co.



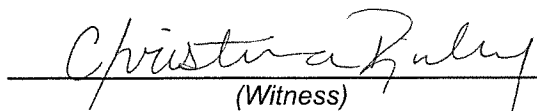
(Witness)




(Principal) (Seal)
V.P.

(Title)

Travelers Casualty and Surety Company of America



(Witness)



(Surety) (Seal)

(Title)
Nicholas Ashburn, 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 Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, 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

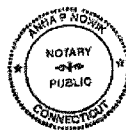
City of Hartford ss.

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 1st day of April, 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.**

CONSTRUCTION REQUEST FOR PROPOSAL

RFP# 22-21

2022 Sidewalk Gap Elimination Project

City of Ann Arbor
Public Services / Engineering Unit



Due Date: April 1, 2020 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal is to select a firm to provide construction of new sidewalk and associated work as described in the plans and specifications.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before March 23, 2022 at 12:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Theresa Bridges, Project Manager – tbridges@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign

the proposal in ink. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

If interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before April 1, 2022 by 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent should submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. 22-21 – 2022 Sidewalk Gap Elimination Project”** and list the bidder's name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Construction Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for the duration of the Contract.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All bidders proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment G shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this RFP the Construction Type of Highway will apply.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on

applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	March 23, 2022, 12:00 p.m. (Local Time)
Addenda Published (if needed)	March 25, 2022
Proposal Due Date	April 1, 2022, 2:00 p.m. (Local Time)

Selection/Negotiations	April 1-7, 2022
Expected City Council Authorizations	May 16, 2022

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected bidder will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors or service providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

R. IDLEFREE ORDINANCE

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or

(b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

S. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

T. BID SECURITY

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

U. MAJOR SUBCONTRACTORS

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

V. LIQUIDATED DAMAGES

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

SECTION II - SCOPE OF WORK

Please see the plan set for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. 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 proposal being considered non-responsive and will not be considered for award.

Pursuant to Sec 1:314(9) of the City Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.

See Attachment I

2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

See Attachment II

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

See Attachment III

4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

See Attachment IV

B. Workplace Safety – 20 Points

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.

See Attachment V

2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.

See Attachment VI

3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

See Attachment VII

4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.

See Attachment VIII

C. Workforce Development – 20 Points

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

See Attachment IX

2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.

See Attachment X

3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.

See Attachment XI

4. Documentation of how the bidder assesses 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.

D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in

evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

See Attachment XII

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

See Attachment XIII

3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

See Attachment XIII

4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.

see Attachment XIV

5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

See Attachment XV

E. Schedule of Pricing/Cost - 20 Points

Company Doan Construction Co.

Unit Price Bid

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101	General Conditions, Max \$50,000	LS	1	\$ 40,000.00	\$ 40,000.00
102	Digital Audio Visual Coverage	LS	1	\$ 1,300.00	\$ 1,300.00
103	Project Supervision, Max. \$15,000	LS	1	\$ 1.00	\$ 1.00
104	Certified Payroll	LS	1	\$ 1,000.00	\$ 1,000.00
105	Minor Traffic Devices, Max \$25,000	LS	1	\$ 1.00	\$ 1.00
110	No Parking Signs	Ea	10	\$ 35.00	\$ 350.00
111	Pedestrian Type II Barricade, Temp.	Ea	2	\$ 150.00	\$ 300.00
112	Conc Barrier, Temp, Furnish and Operate	Ft	200	\$ 140.00	\$ 28,000.00
113	Lighted Arrow Board, Furnish and Operate	Each	1	\$ 600.00	\$ 600.00
114	Plastic Drum - Lighted, Furnish and Operate	Each	60	\$ 40.00	\$ 2,400.00
115	Temporary Sign, Type B, Furnish and Operate	Sft	71	\$ 6.00	\$ 426.00
120	Protect Corners	Ea	9	\$ 50.00	\$ 450.00
130	Tree Protection Fence	Ft	390	\$ 4.50	\$ 1,755.00
135	Stump, Rem, 6 to 12 inch	Ea	42	\$ 150.00	\$ 6,300.00
136	Stump, Rem, 13 to 20 inch	Ea	5	\$ 200.00	\$ 1,000.00
137	Stump, Rem, 21 to 26 inch	Ea	5	\$ 300.00	\$ 1,500.00
138	Stump, Rem, 27 inch and greater	Ea	2	\$ 400.00	\$ 800.00
140	Tree, Rem, 6 inch to 12 inch	Ea	2	\$ 1,000.00	\$ 2,000.00
141	Tree, Rem, 13 to 20 inch	Ea	2	\$ 1,500.00	\$ 3,000.00
142	Tree, Rem, 21 to 26 inch	Ea	1	\$ 2,000.00	\$ 2,000.00
143	Tree, Rem, 27 inch and greater	Ea	1	\$ 3,000.00	\$ 3,000.00
150	Fence, Rem	Ft	65	\$ 10.00	\$ 650.00
300	Culv, Less than 24-Inch, Rem	Ea	2	\$ 750.00	\$ 1,500.00
301	Culv, 24 inch to 48 inch, Rem	Ea	1	\$ 1,500.00	\$ 1,500.00
302	Dr Structure, Any Size or Depth, Rem	Ea	1	\$ 2,000.00	\$ 2,000.00
303	Sewer, Any Size or Depth, Rem	Ft	35	\$ 100.00	\$ 3,500.00
310	Culv End Sect, 12 inch	Ea	4	\$ 1,000.00	\$ 4,000.00
311	Culv End Sect, 18 inch	Ea	1	\$ 1,200.00	\$ 1,200.00

TOTAL THIS PAGE (Page 13)

\$ 110,533.00

(Also must be entered on Page 15)

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
312	Culv, CI F, 12 inch	Ft	80	\$ 100.00	\$ 8,000.00
320	Sewer, CI IV, C-76, 12 inch, Tr Det I, Modified	Ft	57	\$ 100.00	\$ 5,700.00
321	Sewer, CI IV, C-76, 18 inch, Tr Det I, Modified	Ft	43	\$ 115.00	\$ 4,945.00
322	Sewer, CI IV, C-76, 18 inch, Tr Det V, Modified	Ft	34	\$ 115.00	\$ 3,910.00
323	Sewer Tap, 12 inch	Ea	1	\$ 1,200.00	\$ 1,200.00
330	Dr Structure, Manhole, Type 1, 48 inch dia	Ea	3	\$ 4,800.00	\$ 14,400.00
331	Dr Structure, Single Inlet, 24 inch dia	Ea	1	\$ 3,000.00	\$ 3,000.00
332	Dr Structure, Tap, 12 inch	Ea	1	\$ 1,000.00	\$ 1,000.00
333	Dr Structure, Tap, 4 inch	Ea	1	\$ 700.00	\$ 700.00
340	Structure Cover, Special	Lb	1500	\$ 4.00	\$ 6,000.00
500	Remove HMA Pavement	Sft	3000	\$ 2.00	\$ 6,000.00
501	Remove Concrete Curb and Gutter - Any Type	Ft	80	\$ 15.00	\$ 1,200.00
502	Remove Concrete Sidewalk or Drive - Any Thickness	Sft	600	\$ 4.00	\$ 2,400.00
510	Sidewalk Grading - Nixon and Traver	Sta	9.5	\$ 2,000.00	\$ 19,000.00
511	Sidewalk Grading - Hutchins/Prescott, Saunders, Platt	Sta	0.35	\$ 8,500.00	\$ 2,975.00
512	Sidewalk Grading - S. Main	Sta	0.15	\$ 8,500.00	\$ 1,275.00
515	Sidewalk Ramp Grading	Ea	5	\$ 200.00	\$ 1,000.00
518	Subgrade Undercutting, Type II	Sft	510	\$ 4.00	\$ 2,040.00
520	Sand Subbase Course, Class II - CIP	Cyd	55	\$ 60.00	\$ 3,300.00
521	21AA Limestone - CIP	Cyd	43	\$ 60.00	\$ 2,580.00
522	Flowable Fill (backfill)	Cyd	9	\$ 100.00	\$ 900.00
523	Maintenance Gravel	Ton	5	\$ 60.00	\$ 300.00
525	Underdrain, Subbase, 6 inch	Ft	160	\$ 30.00	\$ 4,800.00
526	Underdrain, bank, 4-inch, Special	Ft	165	\$ 20.00	\$ 3,300.00
527	Underdrain, outlet, 4-inch	Ft	35	\$ 20.00	\$ 700.00
529	Underdrain, outlet ending, 4-inch	Ea	2	\$ 100.00	\$ 200.00
530	Handpatching	Ton	11	\$ 350.00	\$ 3,850.00
531	HMA Approach	Ton	45	\$ 350.00	\$ 15,750.00
540	4 inch Sidewalk or Ramp	Sft	4500	\$ 21.56	\$ 97,020.00
541	6 inch Drive Approach, Ramp, or Sidewalk	Sft	240	\$ 22.46	\$ 5,390.40
542	6 inch Drive Approach, Ramp, or Sidewalk - High Early	Sft	470	\$ 22.66	\$ 10,650.20

TOTAL THIS PAGE (Page 14)

\$ 233,485.60

(Also must be entered on Page 15)

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
543	8 inch Drive Approach, Ramp, or Sidewalk	Sft	142	\$ 23.46	\$ 3,331.32
550	Sidewalk Retaining Wall, 6 inch to 48 inch	Sft	650	\$ 40.00	\$ 26,000.00
551	Sidewalk Curb, 4 inch	Ft	79	\$ 66.35	\$ 5,241.65
560	Curb and Gutter, Conc, AA Det SD-R-1, Modified	Ft	160	\$ 66.35	\$ 10,616.00
561	Driveway Opening, Conc, Detail M, P-NC	Ft	25	\$ 67.10	\$ 1,677.50
570	Detectable Warning, Cast In Place	Sft	50	\$ 25.00	\$ 1,250.00
580	Adjust Structure	Ea	1	\$ 500.00	\$ 500.00
581	Adjust Box	Ea	1	\$ 250.00	\$ 250.00
590	Pavt Mrkg, Thermopl, 12 inch, White	Ft	84	\$ 14.00	\$ 1,176.00
591	Pavt Mrkg, Thermopl, 24 inch, Stop Bar	Ft	62	\$ 28.00	\$ 1,736.00
701	Erosion Control, Silt Fence	Ft	850	\$ 4.50	\$ 3,825.00
702	Erosion Control, Inlet Protection	Ea	4	\$ 200.00	\$ 800.00
703	Riprap, Plain	Syd	6	\$ 100.00	\$ 600.00
800	Restoration	Syd	2000	\$ 12.00	\$ 24,000.00
805	Irrigation System, Protect and Maintain	LS	1	\$ 1,000.00	\$ 1,000.00
810	Ilex x Meserveae Mesog, 3 gal cont	Ea	6	\$ 178.75	\$ 1,072.50
811	Ilex x Meserveae Mesdob, 3 gal cont	Ea	2	\$ 178.75	\$ 357.50
812	Amelanchier X Grandiflora, 6 foot	Ea	4	\$ 536.25	\$ 2,145.00
813	Cornus Alternifolia, 6 foot	Ea	1	\$ 96.25	\$ 96.25
814	Fothergilla Gardenii, 3 gal cont	Ea	19	\$ 96.25	\$ 1,828.75
815	Viburnum P. Tomentosum, 5 gal cont	Ea	11	\$ 110.00	\$ 1,210.00
816	Juniperus Chinensis, 6 foot	Ea	9	\$ 412.50	\$ 3,712.50
817	Juniperus Virginiana, 6 foot	Ea	9	\$ 412.50	\$ 3,712.50
825	Fence, Chain Link, 48 inch, Vinyl-Coated	Ft	12	\$ 272.50	\$ 3,270.00
826	Fence, Chain Link, 48 inch, Vinyl-Coated, Wall Mounted	Ft	16	\$ 214.38	\$ 3,430.08
850	Clean-Up & Restoration, Special, Max \$8,500	LS	1	\$ 1.00	\$ 1.00

TOTAL THIS PAGE (Page 15)

\$ 102,839.55

TOTAL FROM PAGE 13

\$ 110,533.00

TOTAL FROM PAGE 14

\$ 233,485.60

TOTAL BID

\$ 446,858.15

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

See Attached "Authorized Negotiator"

The 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 bidder 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 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 its proposed time for performance of the work.

Consideration for any proposed alternative items or time may be negotiated at the discretion of the City.

G. ATTACHMENTS

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the City. The committee may contact references to verify material submitted by the bidder.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a

presentation of up to thirty minutes (or the length provided by the committee) by the bidder, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

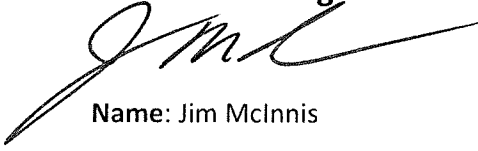
Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

Authorized Negotiator

A handwritten signature in black ink, appearing to read 'Jm', with a long horizontal stroke extending to the right.

Name: Jim McInnis

Phone Number: 734-971-4678

Email Address: jmcinnis@doancompanies.com

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract, Bonds, General Conditions

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

Attachment I – Prevailing Wage Declaration of Compliance

Sample Certified Payroll Report Template

ATTACHMENT B
GENERAL DECLARATIONS

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, General Information, 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 One, 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 1 DAY OF April, 2022.

Doan Construction Co.
Bidder's Name
3670 Carpenter Rd
Ypsilanti, MI 48197
Official Address

734-971-4678
Telephone Number


Authorized Signature of Bidder
Jim McInnis
(Print Name of Signer Above)

JmcInnis@doancompanies.com
Email Address for Award Notice

ATTACHMENT C
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 Jim McInnis, bearing the office title of V.P., 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 4/1, 2022

(Print) Name Jim McInnis Title V.P.

Company: Daan Construction Co.

Address: 3670 Carpenter Rd. Ypsilanti, MI 48197

Contact Phone (734) 971-4678 Fax (734) 971-4415

Email JMcInnis@daancompanies.com

ATTACHMENT D
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.

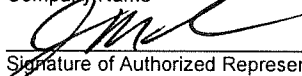
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

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.

Doan Construction Co.
Company Name

 4/1/22
Signature of Authorized Representative Date

Jim McInnis, V.P.
Print Name and Title

3670 Carpenter Rd, Ypsilanti, MI 48197
Address, City, State, Zip

734-971-4678
Phone/Email address

JmcInnis@doancompanies.com

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

ATTACHMENT E

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

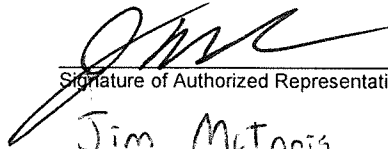
Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

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.

Dean Construction Co
Company Name


Signature of Authorized Representative

4/1/22
Date

Jim McInnis, V.P.
Print Name and Title

3670 Carpenter Rd
Street Address

Ypsilanti, MI 48197
City, State, Zip

734-971-4678
Phone/Email address

JmcInnis@doancompanies.com

Attachment F

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**



ATTACHMENT G

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 <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None	

*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:		
Doan Construction Co.	734-971-4678	
Vendor Name	Vendor Phone Number	
	4/1/22	Jim McInnis, V.P.
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT H**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.

Doan Construction Co.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email Address

Jim McInnis
4/1/22
Jim McInnis, V.P.
3670 Carpenter Rd. Ypsilanti, MI 48197
734-971-4678
JMcInnis@doancompanies.com

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

ATTACHMENT I

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.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) _____ (2) ADDRESS _____

(3) PAYROLL NO. _____ (4) FOR WEEK ENDING _____ (5) PROJECT AND LOCATION _____ (6) CONTRACT ID _____

(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE							(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED / GROSS WEEKLY EARNED	(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS					(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS
															FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0			\$0.00							\$0.00	\$0.00
NAME:									0			\$0.00							\$0.00	\$0.00

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____ (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(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

— 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 of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE 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 CODE

Attachment I – Section III, Subsection A, Item 1, Qualifications of Management

See attached summary of key personnel.

Attachment I – Key Individuals Construction Experience

Dennis Doan

Age: 75

Position: Owner, Chairman

Dennis is a second generation owner. Started with the company in 1970 and was a key person building what Doan Construction is today. Dennis has over 60 years of experience in the concrete construction business. Dennis has bid, built, and managed well over a thousand projects in his career.

Matt Doan

Age: 51

Position: President

Matt is a third generation owner. Matt worked for Thompson McCully Co. from 1992 – 1996 and then started at Doan Construction in 1997. Matt oversees the daily operations of Doan Construction. Matt has over 30 years of experience in road construction, concrete construction, trucking, land development and redi-mix operations. Aside from managing doily operations, Matt has bid and managed hundreds of projects ranging from a couple thousand to multimillion dollars.

Jim McInnis

Age: 57

Position: V.P. Construction

While in school, Jim worked for MDOT in the construction field offices for three construction seasons. Then worked for the Bureau of Land Management in their surveying department for two seasons. Jim then joined Thompson McCully Co. After fifteen years of service Jim join Doan Construction Co. and has been with them for over fifteen years. Jim has over 40 years of road construction and concrete construction experience and has bid and managed hundreds of projects small and large.

John Senkowski

Age: 58

Position: Senior Manager, Project Manager

John has 40 years of experience in construction. He worked for Goretzki Construction for 10 years before venturing out on his own. In 1997, John started Senkowski Harris Construction, specializing in concrete construction and slip-form curb and gutter. In 2004 Senkowski Harris was acquired by Doan Construction and John has stayed with the company to date. John is responsible for the vast amount of bidding and oversees a large workload of projects. John will manage projects from a few thousand to multi million dollars.

Doan Construction Co. has two traveling superintendents and five foreman in the field. At any given time, Doan Construction has about 60 field employees working on various projects. Below is a list of our field supervisors.

Rick Stewlow

Age: 62

Position: Superintendent

Years as a superintendent with the company: 22

Dennis Mitchell

Age: 54

Position: Superintendent

Years as a superintendent with the company: 17

Chris Carpenter

Age: 57

Position: Foreman

Years as foreman with the company: 20

Gerald Ramirez

Age: 51

Position: Foreman

Years as foreman with the company: 18

Richard Pierce

Age: 50

Position: Foreman

Years as foreman with the company: 5

Jeremy Umphrey

Age: 49

Position: Foreman

Years as foreman with the company: 6

Jose Casillas

Age: 43

Position: Foreman

Years as foreman with the company: 1

Attachment II – Section III, Subsection A, Item 2, References

See attached list of similar projects for the last five years.

2017

Project Name	UM 2017 Sidewalk Repair	UM 2017 Pervious Concrete	UM Quad	UM Medical Fuller Lot	UM ASCP	City of Ann Arbor Sidewalk Repair	City of Ann Arbor Resurfacing
Doan project number:	17-301	17-305	17-306	17-308	17-718	16-500	17-502
Owner	University of Michigan	University of Michigan	University of Michigan	University of Michigan	University of Michigan	City of Ann Arbor	City of Ann Arbor Resurfacing
Contact	Mark Borgman	Mark Borgman	Mark Borgman	Mark Borgman	Jane Allen	Jane Allen	Dave Dykman
Phone	616-648-7622	616-648-7622	616-648-7622	616-648-7622		419-345-1976	734-645-6560
Architect / Engineer	see above	see above	see above	see above	Granger	see above	see above
Contact					Jerry Brand		
Phone					517-393-1670		
Contract Amount	\$120,000	\$15,000	\$138,000	\$17,000	\$752,000	\$500,000	\$1,000,000
Percent Complete	100%	100%	100%	100%	100%	100%	100%
Scheduled Completion	11/17	11/17	11/17	11/17	11/17	11/17	11/17
Work performed in-house	100%	100%	100%	100%	100%	100%	100%
Prime or Subcontract	Subcontract	Subcontract	Subcontract	Prime	Subcontract	Prime	Subcontractor
Prime Contractor	Spence Brothers	Krull Construction	Spence Brothers		lafrate Construction		Cadillac Asphalt Paving

Total number of projects started/completed: 149

2018

Project Name	UM Lot NC90	UM 2018 Asphalt program	UM 2018 Sidewalk Program	City of Ann Arbor Sidewalk Repair	Federal, Commerce, Green	City of Ypsilanti Fire station	City of Ann Arbor Resurfacing
Doan project number:	18-768		18-303	16-500	18-504	18-505	18-503
Owner	University of Michigan	University of Michigan	University of Michigan	City of Ann Arbor	City of Ann Arbor/MDOT	City of Ypsilanti	City of Ann Arbor Resurfacing
Contact	Mark Borgman	Mark Borgman	Mark Borgman	Jane Allen	Jane Allen	Matt Parks	Dave Dykman
Phone	616-648-7622	616-648-7622	616-648-7622	419-345-1976	419-345-1976	248-444-8984	734-645-6560
Architect / Engineer		see above	see above	see above	see above	OHM	see above
Contact						Matt Parks	
Phone						248-444-8984	
Contract Amount	\$55,200	\$515,000	\$708,000	\$500,000	\$376,000	\$360,000	\$1,000,000
Percent Complete	100%	100%	100%	100%	100%	100%	100%
Scheduled Completion	11/18	11/18	11/18	11/18	11/18	11/18	11/17
Work performed in-house	100%	100%	100%	90%	70%	80%	100%
Prime or Subcontract	subcontract	subcontractor	subcontract	Prime	Prime	Prime	Subcontractor
Prime Contractor	Fonson, Inc. 810-231-5188	ASI Paving	Spence Brothers				Cadillac Asphalt Paving

Number of projects started/completed: 142

2019

Project Name	UM Lot NC40 & NCS2	UM 2019 Sidewalk Program	UM Lot M29	City of Ann Arbor Resurfacing	2002 E. Washington Vault Rpr	UM Fletcher Parking Structure	Ann Arbor State Street Repair
Doan project number:	19-761	19-766	19-792	19-500	19-502	19-706	19-736
Owner	University of Michigan	University of Michigan	University of Michigan	City of Ann Arbor Resurfacing	Cameron Holding	University of Michigan	City of Ann Arbor Resurfacing
Contact	Mark Borgman	Mark Borgman	Mark Borgman	Dave Dykman	James Howell	Mark Borgman	Dave Dykman
Phone	616-648-7622	616-648-7622	616-648-7622	734-645-6560	734-325-3267	616-648-7622	734-645-6560
Architect / Engineer	see above	see above	see above	see above	see above	see above	CES
Contact							Jeff Corby
Phone							313-350-3469
Contract Amount	\$67,000	\$200,000	\$12,500	\$2,446,365	\$321,000	\$25,000	\$735,000
Percent Complete	100%	100%	100%	100%	100%	100%	100%
Scheduled Completion	11/18	11/18	11/18	11/18	11/18	11/18	11/18
Work performed in-house	100%	100%	100%	100%	80%	100%	80%
Prime or Subcontract	subcontract	subcontract	subcontract	Subcontractor	Prime	Prime	Subcontractor
Prime Contractor	ASI	Krull Construction	ASI	Ajax Paving			CES/City of Ann Arbor

Number of projects started/completed: 122

2020

Project Name	City of Ann Arbor Resurfacing	City of Ann Arbor Sidewalk Repair	City of Ann Arbor Sidewalk Gap	Border to Border Frog Island Path	Ann Arbor Saline Road	All Seasons Development	Martin Road
Doan project number:	20-500	18-500	20-502	20-504	?	19-321	20-747
Owner	City of Ann Arbor Resurfacing	City of Ann Arbor	City of Ann Arbor	Washtenaw County Parks	Pittsfield Township	Beztak	MDOT
Contact	Dave Dykman	Jane Allen	Michael Nearing	Roy Townsend	Clair Martin	Ron Godair	
Phone	734-645-6560	419-345-1976	734-323-6511	734-845-1903	734-263-9031	734-660-3143	
Architect / Engineer	see above	see above	see above	see above	Stantec engineering	see above	MOOT
Contact					Clair Martin		
Phone					734-263-9031		
Contract Amount	\$2,446,365	\$500,000	\$600,000	\$588,000	\$50,000	\$200,000	\$792,430
Percent Complete	100%	100%	75%	95%	98%	100%	100%
Scheduled Completion	11/18	11/18	11/20	11/21	11/21	11/20	11/20
Work performed in-house	100%	90%	75%	75%	95%	100%	100%
Prime or Subcontract	Subcontractor	Prime	Prime	Prime	Prime	Prime	subcontractor
Prime Contractor	Cadillac Asphalt Paving						Florence Contracting, 586-997-2666

Number of projects started/completed: 125

2021

Project Name	XLFC Amazon	MDOT M59	Ann Arbor South Industrial	City of Ann Arbor Resurfacing	Chelsea Middle School	Plum Grove Subdivision	Pulte Homes - Various Subdivisions
Doan project number:	21-701	21-304	21-306	21-500	21-308	21-712	21-000
Owner	Amazon	MDOT	City of Ann Arbor	City of Ann Arbor Resurfacing	City of Chelsea	Guenther Building	Pulte Home
Contact			Theresa Bridges	Dave Dykman		Bob Guenther	John Carson
Phone			734-794-6410,,43672	734-645-6560		734-320-4307	248-284-5300
Architect / Engineer	Lithco Contracting, LLC	Dans Excavating	see above	see above	Spence Brothers	see above	see above
Contact	Matt Shaffer	Justin Peyerk					
Phone	513-863-5100	586-254-2040					
Contract Amount	\$1,500,000	\$2,200,000	\$613,000	\$2,000,000	\$53,315	\$70,600	\$650,000
Percent Complete	70%	10%	0%	0%	0%	0%	25%
Scheduled Completion	7/21	11/22	11/21	11/21	11/21	11/21	11/21
Work performed in-house	100%	100%	75%	100%	100%	100%	100%
Prime or Subcontract	subcontract	subcontractor	Prime	Subcontractor	subcontractor	Prime	Prime
Prime Contractor	Lithco	Dans Excavating		Cadillac Asphalt Paving	Spence Brothers		

Number of projects on 2021 workload, YTD: 117

Attachment III – Section III, Subsection A, Item 3, Quality Assurance Program

Doan Construction works directly with our testing subcontractor, Driesenga Associates to provide job specific quality assurance programs. For an example, attached is a recent City of Ann Arbor project. We have included the cover page and table on contents of the plan. The entire plan exceeds 200 pages including test results. The entire plan can be submitted upon request for your review.

CONTRACTOR CONCRETE QUALITY CONTROL & ADMINISTRATION PLAN

ROADWAY REHABILITATION

PLYMOUTH ROAD FROM UPLAND DRIVE TO NIXON ROAD

WASHTENAW COUNTY, MICHIGAN

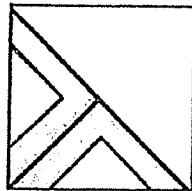
CONTROL SECTION NO. 81000

MDOT PROJECT NO. 203639

PROJECT ENGINEER: Jane Allen-City of Ann Arbor

July 14, 2020

UPDATED July 31, 2020 to Include P1 & P-NC Mixes (Att. D)



**DRIESENKA &
ASSOCIATES, INC.**

Engineering · Surveying · Testing

D&A Project # 2020538.4A



Engineering · Surveying · Testing

3760 Carpenter Road
Ypsilanti, Michigan 48197
Ph. (734) 368-9483 · Fax (269) 353-7838

Contractor Concrete Quality Control & Administration Plan
ROADWAY REHABILITATION
MDOT Project No. 203639

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Test Procedures – Patching, P-NC	7
Contractor Specifics	8
Concrete Supplier Specifics	9
Deficiencies Reporting	10
Corrective Action	11

- ATTACHMENT A - Organization Chart
- ATTACHMENT B - Daily Concrete Field Report
- ATTACHMENT C - Equipment Calibration
- ATTACHMENT D - Doan Concrete Submittals (Doan Construction)
- ATTACHMENT E - Corrective Action Report



INTRODUCTION

Driesenga & Associates, Inc. (D&A) has developed this plan on behalf of Doan Construction to provide contractor quality control testing services for roadway rehabilitation in Washtenaw County, Michigan (MDOT #81000/203639). This plan was developed in order to satisfy the Special Provision Requirements for Quality Control and Acceptance of Portland Cement Concrete (For Local Agency Projects Only) Special Provision 12SP-604A-10 (FHWA Approved 6/14/19).

It is our intent to utilize this plan as a guide for field forces to assure that all work performed on this project conforms to the requirements of the Plans, Specifications, and Special Provision. This plan is to set policy and procedure for all persons with quality control impact, to follow and utilize as a normal and necessary part of their duties to ensure the quality control requirements of the project are met and maintained.



DUTIES AND RESPONSIBILITIES

SUPPLIERS AND SUBCONTRACTORS

Doan Construction has retained the following suppliers/subcontractors for this project (detailed contact information is included on the Organization Chart in Attachment A):

- Doan Concrete (Concrete Supplier – Doan Construction)
- D&A (Concrete QC Testing & Administration)

QUALITY CONTROL PLAN ADMINISTRATOR

The Quality Control Plan Administrator for the overall project will be Dennis Snyder. Mr. Snyder is certified as a Level II Concrete Technician by the Michigan Concrete Association. He is employed by D&A, and will work closely with Doan Construction, their subcontractors and applicable concrete supplier QC personnel to ensure the Quality Control procedures outlined in this plan are properly followed. Training/certification programs carried by Mr. Snyder include the following:

- Michigan Concrete Association Field Testing Technician Levels I & II (exp. 4/15/21); Concrete Construction Inspector; ACI Concrete Strength Testing Technician (exp. 12/20/21); Michigan Concrete Association Super Air Meter Training; Michigan Certified Aggregate Technician Level II (exp. 3/31/22); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 1/31/22); Michigan Certified Bituminous Paving Operations Technician.

Mr. Snyder's duties will include the following:

- A. Implementation of the Quality Control Plan.
- B. Monitor testing procedures to assure conformance with project testing requirements.
- C. Coordinate and monitor the work of the Quality Control Technicians.
- D. Communicate with Doan Construction, their subcontractors and applicable concrete supplier QC personnel regarding any quality related issues.
- E. Distribute the Quality Control Plan to all persons that have an effect on the quality of the work performed.
- F. Document any deficiencies, implement corrective procedures to resolve the deficiencies, and implement procedures to prevent a reoccurrence of the deficiencies.
- G. Submit daily carbon copy Quality Control Test & Corrective Action reports on site to the project engineer's representative (example of daily report provided in Attachment B).
- H. Distribute compression strength results to the Department's Engineer in a timely matter following compression strength testing.

Attachment IV – Section III, Subsection A, Item 4, Major Subcontractors

Below is a list of subcontractors to be used for this project.

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Iron Creek Construction 811 Red Mill Dr. Tecumseh, MI 49286	Excavation + Grading	\$166,000

Attachment V – Section III, Subsection B, Item 1, Safety-Training Program

See attached MUST Program.

All Field employees are MUST certified. All supervisors are OSHA 30 certified.



MAKING A ZERO-INJURY CAREER A REALITY

MUST is an organization of building trade unions and contractor associations working together to promote unionized construction, and initiate programs designed to optimize performance and safety on all construction sites in Southeast Michigan.

The MUST label ensures the highest standards are met through the continuous improvement of safety, quality, and value on construction sites while completing jobs on-time and on budget with the highest skilled and trained workforce prepared to meet the demands of construction users/developers in Southeast Michigan.

It is the MUST label that symbolizes the quality craftsmanship that goes in to each and every construction job.

OUR VALUE

Meets the Needs of the Construction Industry while Providing Safety, Quality and Value

Promotes and Markets the Qualifications of Union Trades People

Raises Safety Awareness through Training that is Standardized, Documented, and Verifiable from a Single Database

Provides a Safety Program that Creates a Safety Conscious and Drug-Free Workplace

PROGRAM OVERVIEW

Program Type Building Trades

Driven By Owners/Contractors/Unions/Associations

Workers in Program Union Workers

Unions In Program Multiple Trades

What Region Serving Michigan

Verify Results Web Based

Reciprocal Credit Yes (Committee Approval)

Responsible Contractor Policies ensure that the owner of a construction project has considered many important areas that will increase safety, reduce risk and increase productivity on the job site. Owners with Responsible Contractor Policies in place have considered the following standards of all contractors *before* awarding any contracts:

Safety Training is a Verifiable and Established Safety Program.

Proper Experience Working on Similar Projects.

Drug & Alcohol Free Workplace Compliance with a Certified Testing Program.

Compliance with Regulatory Agencies such as MIOSHA.

Accident and Illness Rates History.

Proof of Insurance Coverage and Compliance with Compensation Statutes.

With a Responsible Contractor Policy, any contractor submitting bids for a construction project must meet these and other requirements outlined in the policy. These criteria keep quality construction, safety and accountability at the top of any construction plan.

WHY MUST

"The MUST Safety program provides our customers with up to date employee information that is reliable and secure."

Patrick Devlin
Michigan Building & Construction Trades Council, MUST Labor Co-Chair

"MUST represents management and labor working together to provide a comprehensive program for safety and drug testing and support of the best construction practices throughout the region."

Donna Pardonnet
Architectural Construction Trades of Michigan, MUST Management Co-Chair

ONLINE VERIFICATION

The MUST Safety Program provides access to up to date and verifiable information at your fingertips. The MUST Safety Program allows you to easily track the safety awareness and drug testing status of your employees. Registering is easy.

1. Complete the application available at mustonline.org
2. Sign and return it to the MUST office
3. MUST will notify you of your acceptance

All companies must complete this application to have access to the MUST Safety Program.

BENEFITS

Efficient MUST Safety Awareness Training is now provided online. The online format incorporates learning activities, which will improve retention and increase safety awareness.

Comprehensive The training consists of 18 modules based on topics from the OSHA 30 Hour Outreach Training Program.

Flexible Training modules also incorporates administrative safeguards, which provides the flexibility to complete the modules with or without a proctor.

COST

PRODUCT	PRICE/INDIVIDUAL
10 Panel Drug Screen to Include Collection*	\$45
Breath Alcohol	\$14/34
Safety Modules	\$5.95/module

* A MUST approved collection facility must be used or the testing will not be recognized by the MUST system. Costs are subject to change.

The MUST Safety Program recognizes and awards credit for the successful completion of individual modules from accredited, instructor-led MIOSHA and OSHA training. The MUST, MOST & IMPACT programs and their respective participants have worked to establish reciprocity between the organizations. All entities recognize the policies,

protocols, collections and programs within each individual effort. A person's licenses, certifications and relevant training will appear on each person's Online Report Card, regardless of whether some of these items may not qualify for module credit. Contact the MUST office to learn how this credit is awarded.

ONLINE REPORT CARD

The MUST Online Report Card gives you an easy to access, comprehensive view of an employee's training, certifications and drug test in real time. It is simple to check the progress and compliance of your workforce using the Online Report Card tool. Construction workers have an up-to-date (on-line) resume of performance which is a very valuable tool for those in the trades.

PROGRAM SUPPORT

The MUST Safety Program staff is there to support your program managers and authorized user employees. From a comprehensive user guide and tutorial video to personalized one-on-one service through the MUST office, we are there for you.

OVERVIEW OF DRUG TESTING

The MUST Safety Program utilizes the following for drug testing:

10 Panels

Urine Testing

Collected in Accordance with DOT Guidelines

SAMHSA Certified Lab

Types of Testing: (Follow Up for Positive)

- a.i. Initial
- a.ii. Annual
- a.iii. Random
- a.iv. Post-accident
- a.v. Cause
- a.vi. Return to work

Test Results Report (24-72 Hours)

Random Testing:

Urine/BAT test

25% of All Employees Listed on a MUST Jobsite are Randomly Tested Annually

Post-Accident Testing:

Urine/BAT test with a chargeable accident within 32 hours

Test for Cause:

Urine/BAT test must follow guidelines in policy

Return to Work:

Urine test

An employee with a positive result is recommended to seek SAP programs and cannot retest for 30/90/365 days based on their last four years of drug testing

Since inception **2,103,787**

safety modules have been completed through the MUST Safety Program

Looking at the big picture, a year-to-year comparison between 2006 (the first full year using PureSafety courses) and 2013 showed MUST members overall:

TRIP
↓ 30% START
↓ 73%

EMR
0.79 → 0.74

80% felt that the MUST partnership helped them overcome their EHS challenges

95% described the eLearning courses as *critical to the work world*

93% said the combined solution *improved performance*

92% felt it *improved risk management*

63% reported measurable *reductions in hours per year per employee*

60% reported *cost savings of at least \$5,000 per year*

40% credited the program for *measurable loss reductions (both frequency & severity)*

91% agreed that *safety courses were engaging*

84% said the courses *helped employees*

77% said the courses *improved efficiency*

100% said the drug and alcohol program improved safety culture



LEADERSHIP

Patrick Devlin
Michigan Construction & Building Trades Council

Donna Pardonnet
Architectural Contractors Trade Association

Paul Dunford
Bricklayers & Allied Craftworkers Local 2

Michael Smith
Associated General Contractors of Michigan

Nick Chapital
IBEW Local 58

James Oleksinski
Construction Association of Michigan

Daryl Gallant
Michigan Laborers' District Council

Laura Kopack
Mechanical Contractors Association of Detroit

Bryan Davis
Michigan Regional Council Carpenters and Millwrights

Tom Mittelbrun
Natl. Electrical Contractors Assoc. SE MI

Lee Graham
Operating Engineers Local 324

Mark Saba
SMACNA Metropolitan Detroit Chapter

US



mustonline.org 248-352-9810
811 N. Main Street #201 | Southfield, MI 48033

Wendy Richardson
wrichardson@mustonline.org

Linda Rhodes
lrhodes@mustonline.org

Attachment VI – Section III, Subsection B, Item 2, EMR Rating

See attached EMR Rating letter from our insurance company.



24 Frank Lloyd Wright Drive
P.O. Box 541, Suite 1400
Ann Arbor, MI 48106

P 734-741-0044
F 734-741-1850

April 22, 2021

Mr. Kevin Hoatlin
Doan Construction Co.
3670 Carpenter Road
Ypsilanti, MI 48197

Re: Experience Modification Factors for the state of Michigan

Dear Kevin:

Your Michigan Experience Modification factors for the past three years are:

3/1/2021 – 3/1/2022	.80
3/1/2020 – 3/1/2021	.99
3/1/2019 – 3/1/2020	.99

Please let me know if you need any further information.

Sincerely,

Sandra Minidis
Senior Client Service Manager
P: (734) 662-1960
E: Sandra.Minidis@hylant.com

HYLANT

hylant.com

Attachment VII – Section III, Subsection B, Item 3, OSHA 10-Hour Training

All craft labor will have completed the OSHA 10-hour training course for safety prior to project commencement. Individual certifications available upon request.

Attachment VIII – Section III, Subsection B, Item 4, Safety Record

See attached safety record of bidder and major subcontractors



LOG OF WORK RELATED INJURIES AND ILLNESSES

Year 20 21

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form Approved OMB No. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (MIOSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local MIOSHA office for help. You may be fined for failure to comply.

ESTABLISHMENT NAME Doan Construction Co	
CITY Ypsilanti	STATE MI

IDENTIFY THE PERSON			DESCRIBE THE CASE			CLASSIFY THE CASE												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the one most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Job transfer or restriction	Remained at work Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
						(G)	(H)	(I)	(J)	(K)	(L)	(M)	(1)	(2)	(3)	(4)	(5)	(6)
1	Matt Zelyez	Mechanic	2/19/21	Carpenter Pit	gate shut on his left ring finger, wrist and right shoulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Jeff Hall	Driver	5/6/21	AA loading area	piece of concrete fell and hit him on the left side of head	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Lyle Irvine	Driver	5/17/21	Beecher Rd - in route	Truck rollover - cut on left ear, shoulder and left arm	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Guadalupe Sancen	Laborer	5/27/21	Job site - McLaren	breaking concrete forms hit index finger on right hand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Kodey Smiley	Driver	6/4/21	job site - Wacker Chem	Foot slipped while washing out truck - fell and hit his head	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Jeff Wild	Driver	6/22/21	Job site - North Sky Sub	standing on fender to wash shoes fell landed on back, butt and right arm. Skinned shin.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Derek Channell	Mechanic	10/23/21	AA Shop	Pinched 3 fingers on left hand while replacing mud flap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Page totals						0	1	0	6	1	0	7	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact:

Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD,
530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788
Do not send the completed forms to this office.

MIOSHA-300 (rev. 08/15) Effective 01/01/2004

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Hearing Standard Threshold Shifts must be recorded under Column 5

Page of (1) (2) (3) (4) (5) (6)

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2021
U.S. Department of Labor
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Iron Creek Construction
 City Tecumseh State MI

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:														
						Death (G)	Days away from work (H)	Remained at work		Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M)															
								Job transfer or restriction (I)	Other recordable cases (J)			Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)										
Page totals						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Attachment IX – Section III, Subsection C, Item 1, Ratio of Masters or Journeypersons to Apprentices

Doan Construction is made up of 100% journeypersons.

Attachment X – Section III, Subsection C, Item 2, Wage Rates

See attached union wage rates for each trade.

See attached for specific breakout of all benefits per trade.

All employees have company paid health insurance, pension and vacation pay. Benefits are provided by third party (per each trade union) to the employee as a fringe benefit.

JOAN COMPANIES LABOR RATES
 6/1/2021

L2	\$	25.20	Apprentice 1	\$	21.13
L3	\$	25.38	Apprentice 2	\$	24.38
L4	\$	25.46	Apprentice 3	\$	27.63
L5	\$	25.67			
L6	\$	25.97			
L7	\$	27.04			
L8	\$	27.69			
L9	\$	28.74			
L10	\$	36.81			
Foreman	\$	550.00	+35/hr SAT		

ASE RATE: V & H SUPPLE VAC TAXABLE WAGES	Lowboy \$27.15	Construction Good thru 4/1/22		(zone 1 only) Good thru 5/31/22		(AA,Morgan) Good thru 4/1/22		(zone 1 only) Good thru 5/31/22		(zone 1 only) Good thru 5/31/22		(zone 1 only) Good thru 5/31/22		(current emp only) Good thru 12/15/21		(current emp only) Good thru 12/15/21		Good thru 12/27/21	
		TEAMSTER		OPERATOR		TEAMSTER-247		LABORER(L1)		FINISHER		FORM SETTER(L6)		ADRIAN-164		CHELSEA-164		ADVANTAGE	
		REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T	REG.	O/T
		\$ 27.00	\$ 40.60	\$ 32.01	\$ 48.02	\$ 28.75	\$ 43.13	\$ 26.07	\$ 39.11	\$ 32.60	\$ 48.76	\$ 28.89	\$ 43.34	\$ 23.06	\$ 34.58	\$ 23.06	\$ 34.58	\$ 24.50	\$ 36.76
		\$ 27.00	\$ 40.60	\$ 32.01	\$ 48.02	\$ 28.75	\$ 43.13	\$ 26.07	\$ 39.11	\$ 32.60	\$ 48.76	\$ 28.89	\$ 43.34	\$ 23.06	\$ 34.58	\$ 23.06	\$ 34.58	\$ 24.50	\$ 36.76
FICA	7.65%	\$ 2.07	\$ 3.10	\$ 2.82	\$ 4.23	\$ 2.20	\$ 3.30	\$ 2.33	\$ 3.50	\$ 2.64	\$ 3.88	\$ 2.55	\$ 3.83	\$ 1.76	\$ 2.64	\$ 1.76	\$ 2.64	\$ 1.96	\$ 2.90
MESC	12.72%	\$ 3.43	\$ -	\$ 4.69	\$ -	\$ 3.66	\$ -	\$ 3.88	\$ -	\$ 4.39	\$ -	\$ 4.24	\$ -	\$ 2.93	\$ -	\$ 2.93	\$ -	\$ 3.26	\$ -
FUTA	0.80%	\$ 0.22	\$ -	\$ 0.29	\$ -	\$ 0.23	\$ -	\$ 0.24	\$ -	\$ 0.28	\$ -	\$ 0.27	\$ -	\$ 0.18	\$ -	\$ 0.18	\$ -	\$ 0.20	\$ -
MBT	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WC	8.25%	\$ 2.23	\$ 3.34	\$ 3.04	\$ 4.58	\$ 2.37	\$ 3.56	\$ 2.52	\$ 3.78	\$ 2.85	\$ 4.19	\$ 2.75	\$ 4.13	\$ 1.90	\$ 2.85	\$ 1.90	\$ 2.85	\$ 2.11	\$ 3.12
UNION BENEFITS		\$ 8.55	\$ -	\$ 13.95	\$ 13.95	\$ 8.55	\$ -	\$ 7.00	\$ 7.00	\$ 6.30	\$ 6.30	\$ 7.00	\$ 7.00	\$ 2.56	\$ -	\$ 2.56	\$ -	\$ 2.56	\$ -
PENSION		\$ 8.95	\$ -	\$ 8.40	\$ 8.40	\$ 8.95	\$ -	\$ 5.50	\$ 5.50	\$ 7.08	\$ 7.08	\$ 5.50	\$ 5.50	\$ 9.83	\$ -	\$ 9.83	\$ -	\$ 9.57	\$ -
HEALTH & WELFARE		\$ -	\$ -	\$ 0.03	\$ 0.03	\$ -	\$ -	\$ 0.45	\$ 0.45	\$ -	\$ -	\$ 0.45	\$ 0.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAINING		\$ -	\$ -	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ 0.09	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
APPRENTICE		\$ -	\$ -	\$ 0.45	\$ 0.45	\$ -	\$ -	\$ -	\$ -	\$ 0.35	\$ 0.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RETIREE BENEFIT		\$ -	\$ -	\$ 0.10	\$ 0.10	\$ -	\$ -	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IPF		\$ -	\$ -	\$ 0.16	\$ 0.16	\$ -	\$ -	\$ 0.35	\$ 0.35	\$ -	\$ -	\$ 0.35	\$ 0.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR MGMT FUND		\$ -	\$ -	\$ 0.05	\$ 0.05	\$ -	\$ -	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IUOE NAT'L TRAINING		\$ -	\$ -	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 0.50	\$ 0.50	\$ 0.60	\$ 0.60	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INTNL PENSION		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Base (excl-pr taxes)		\$ 44.50	\$ 40.50	\$ 62.00	\$ 60.41	\$ 46.35	\$ 43.13	\$ 44.44	\$ 59.70	\$ 49.10	\$ 65.35	\$ 47.20	\$ 63.03	\$ 35.44	\$ 34.58	\$ 35.44	\$ 34.58	\$ 37.73	\$ 37.55
AGE TOTAL:		\$ 52.41	\$ 48.54	\$ 72.03	\$ 69.13	\$ 54.44	\$ 49.25	\$ 52.92	\$ 69.50	\$ 56.20	\$ 72.42	\$ 54.97	\$ 71.60	\$ 42.24	\$ 40.01	\$ 42.24	\$ 40.01	\$ 44.44	\$ 43.44

Attachment XI – Section III, Subsection C, Item 3, Registered Apprenticeship Programs

See attached documentation of our programs and dollars paid into it.

Doan not only participates in the attached programs but also contributes financially based on hours worked. Doan Construction has paid into the following unions for apprenticeship/training programs. The most recent year of 2020:

Operators: \$12,466.26

Laborers: \$14,559.31

Masons: \$6,268.03

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Michigan Laborers' Training and Apprenticeship Institute

Perry, Michigan

for the Trade Classification of: Construction Craft Laborer

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Registered: January 24, 1997

Revised: November 13, 2017

Date

MI007970001

Registration No.



John V. Ladd
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Michigan O.P.C.M.I.A. Apprenticeship and Training Fund

Flint, MI

See program standards for occupations

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

December 31, 1978

Date

MI011780016

Registration No



John V. Ladd

Administrator, Office of Apprenticeship

The United States Department of Labor



Bureau of Apprenticeship and Training
Certificate of Registration

OPERATING ENGINEERS LOCAL 324
JOURNEYMAN'S APPRENTICE TRAINING FUND, INC.
275 EAST HIGHLAND ROAD
EUREKA, CALIFORNIA 95503

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

March 22, 2002
Date

MI015-7800652
Registration No.

Alexis M. Hanna
Secretary of Labor

Anthony Diwaga
Director, Bureau of Apprenticeship and Training

PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

OPERATORS OPERATORS

Employee Name	Soc Sec #	Hours Worked	Base Wages
324-1 Prevailing Wage Zone 1			
MATTHEW CARPENTER	[REDACTED] 7816	1,478.50	51,377.63
JON KUMPOLA	[REDACTED] 3992	1,923.00	68,701.73
FRED M. LIPFORD III	[REDACTED] 2256	1,391.00	46,042.49
TOMAS LOZOYA	[REDACTED] 4186	1,680.67	58,423.09
ROBERT MITCHELL	[REDACTED] 5-0053	1,529.50	50,901.96
MARK D. MUKENSTURM	[REDACTED] 2046	1,536.75	50,642.83
MICHAEL RUTTER	[REDACTED] 7479	1,517.00	51,405.54
ZACHARY STEWLOW	[REDACTED] 8202	1,409.84	46,581.92
		<u>12466.26</u>	<u>424,077.19</u>

	RATE	MULTIPLIER		AMOUNT
		HOURS WORKED		
HEALTH CARE	8.40	X 12,466.26	=	104,716.59
PENSION	13.89	X 12,466.26	=	173,156.35
RETIREE	.45	X 12,466.26	=	5,611.65
VACATION	.15	X 424077.19	=	63,611.63
SUPPLEMENTAL VACATION	.05	X 12,466.26	=	623.83
APPRENTICE	1.00	X 12,466.26	=	12,466.26
ADVANCEMENT OR PROMOTION		X 12,466.26	=	
324 LABOR MGMT EDUCATION	.16	X 12,466.26	=	1,994.60
DEFINED CONTRIBUTION	1.00	X 12,466.26	=	12,466.26
				<u>374,647.17</u>
TOTAL DUE				

PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

LABORERS LABORERS

Employee Name	Soc Sec. #	Hours Worked	Hours Paid	Vacation	Gross Wages
Zone 1					
1191-1 Prevailing Wage Zone 1					
CHRISTOPHER BERELS	[REDACTED]-475	87.00	91.50	366.00	2,540.92
LUIS BOLANOS-HERRERA	[REDACTED]-7612	10.00	10.00	33.40	270.70
HECTOR CID-BARRIOS	[REDACTED]-7089	1,383.67	1,526.01	6,038.37	44,162.20
JOEL ENRIQUEZ	[REDACTED]-5029	1,428.34	1,571.01	6,169.86	60,727.13
SAUL FONSECA	[REDACTED]-5605	1,473.00	1,605.75	6,227.16	50,614.07
STEVEN FOSTER	[REDACTED]-8741	428.00	471.50	1,886.00	13,706.55
CESAR GARCIA	[REDACTED]-9423	1,495.00	1,652.00	6,434.77	53,561.70
TREVON HAMILTON	[REDACTED]-5277	1,317.25	1,448.38	5,733.63	44,562.50
BRIAN HERRERA	[REDACTED]-7786	1,440.17	1,595.26	6,315.37	46,175.31
TIMOTHY JOHN JR. HILL	[REDACTED]-3623	1,467.50	1,615.50	6,298.32	49,649.14
REYES JASSO	[REDACTED]-6422	58.00	59.00	236.00	1,715.14
JUAN JIMENEZ JR	[REDACTED]-6674	1,390.17	1,516.26	5,933.04	44,587.40
JUAN M. JIMENEZ	[REDACTED]-6088	1,396.17	1,526.51	5,990.87	48,331.41
CARLOS DANIEL LEAL	[REDACTED]-8117	1,404.50	1,542.25	6,066.54	44,522.94
DAVID LEMERAND	[REDACTED]-1596	1,375.50	1,531.50	6,074.52	44,806.49
SAMUEL MORALES	[REDACTED]-4670	1,299.67	1,437.01	5,682.37	41,574.92
HECTOR E. MUNOZ-MARTINEZ	[REDACTED]-8116	1,347.00	1,465.50	5,777.52	45,233.14
RYAN PASKIET	[REDACTED]-6889	1,034.00	1,122.00	4,385.54	32,424.97
KALEB QUAINTON	[REDACTED]-0670	1,588.50	1,814.75	7,133.77	55,950.39
IVAN RAMOS-LEONARDO	[REDACTED]-4717	1,344.75	1,475.13	5,814.89	42,622.62
JAMES REDDICK	[REDACTED]-3049	11.00	11.50	46.00	334.31
DANIEL ROMERO	[REDACTED]-4126	1,519.50	1,662.50	6,484.35	52,515.32
GUSTAVO H. SANCHEZ	[REDACTED]-2569	1,677.50	1,930.75	7,622.03	61,265.93
JUAN SAUCEDA	[REDACTED]-2856	660.00	699.50	2,732.67	20,136.56
JACOB STEWLOW	[REDACTED]-1116	1,486.34	1,632.01	6,412.54	66,550.15
TANNER THYGESSEN	[REDACTED]-0258	1,391.00	1,517.75	5,962.44	43,792.09
ANDREW UDELL	[REDACTED]-0515	1,227.00	1,370.75	5,483.00	40,272.79
MATTHEW UHLEY	[REDACTED]-3760	606.00	639.25	2,454.54	18,272.58
ROBERT VIARS	[REDACTED]-2650	1,007.50	1,081.75	4,275.36	33,045.76
		32354.03	35,622.55	140070.87	1,103,925.13

	RATE		MULTIPLIER		AMOUNT
			HRS WRKD/PD		
HEALTH CARE	5.45	X	32,354.03	=	176,329.46
VACATION ZONE 1	3.34	X	35,622.55	=	118,979.30
VACATION ZONE 2	3.05	X		=	
PENSION	7.00	X	32,354.03	=	226,478.21
TRNG-APPR	.45	X	32,354.03	=	14,559.31
LABOR MGMT ZONE 1	.35	X	32,354.03	=	11,323.91
LABOR MGMT ZONE 2	.32	X		=	
INDUSTRY	.12	X	32,354.03	=	3,882.48
					TOTAL DUE
					551,552.67
					551,552.67

PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

FINISHERS TROWEL TRADES

Employee Name	Class	Birthdate	Soc Sec #	Hours Worked	Base Pay	Health & Welfare	Pension	Apprentice	Internt'l Pension Fund	Promotion Fund	Weekly Dues	PPA Contr	Vacation
514-1	Prevailing Wage Zone 1												
ROLANDO ALVAREZ	514	[REDACTED]	-2182	1,349.25	48,509.38	9,539.87	8,487.46	468.13	806.13	161.91	2,530.61	121.60	2,698.50
MIGUEL ANDRADE	514	[REDACTED]	-4606	1,658.83	59,719.46	11,703.30	10,409.41	567.11	984.30	199.06	3,099.36	149.59	3,317.66
JOSE CASILLAS	514	[REDACTED]	-1770	1,430.34	51,106.61	10,101.87	8,986.20	492.43	851.55	171.64	2,677.41	128.87	2,860.68
GABRIEL CERBANTES	514	[REDACTED]	-0265	1,436.00	51,303.93	10,138.70	9,018.62	493.33	854.08	172.32	2,686.53	129.39	2,872.00
JOSE V CIRNE	514	[REDACTED]	-1533	682.00	23,870.29	4,794.47	4,262.51	227.40	400.10	81.84	1,266.24	61.49	1,364.00
EVAN COSME	514	[REDACTED]	-8989	1,250.25	44,260.78	8,839.17	7,863.98	433.52	746.79	150.03	2,344.59	112.65	2,500.50
JORGE DIAZ-LUPERCIO	514	[REDACTED]	-9971	1,353.50	48,350.41	9,564.36	8,508.63	467.83	807.18	162.42	2,535.98	122.10	2,707.00
EVERARDO GARZA	514	[REDACTED]	-1-8820	1,485.17	53,689.79	10,488.00	9,329.57	511.02	883.90	178.22	2,779.52	133.91	2,970.34
JOSHUA GILBERT	514	[REDACTED]	-0063	1,413.50	50,464.43	9,984.81	8,882.28	487.34	842.02	169.62	2,646.75	127.46	2,827.00
GAMALIEL HERRERA ZARATE	514	[REDACTED]	-6022	1,150.67	40,944.17	8,132.81	7,235.29	398.28	686.68	138.08	2,156.75	103.78	2,301.34
LUIS IBARRA	514	[REDACTED]	-7823	1,444.17	51,994.22	10,210.79	9,084.34	501.09	862.78	173.30	2,708.53	130.28	2,888.34
ZACK KURZ	514	[REDACTED]	-7990	1,284.75	45,622.39	9,084.48	8,082.38	445.97	767.77	154.17	2,409.94	115.78	2,569.50
JOSE T MORALES	514	[REDACTED]	-2829	903.00	33,085.10	6,393.24	5,688.90	316.20	541.80	108.36	1,697.64	81.42	1,806.00
LEROY PENNYCOOKE	514	[REDACTED]	-7-4281	1,320.25	47,312.04	9,335.75	8,305.96	458.38	789.05	158.43	2,476.65	118.99	2,640.50

18161.68	650,233.00	128311.62	114145.53	6,268.03	10,824.13	2,179.40	34,016.50	1,637.31	36,323.36
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MULTIPLIER		
RATE	HOURS WORKED	AMOUNT
WORKING DUES	1.87 X	18,161.68 = 34,016.50

18161.68	650,233.00	128311.62	114145.53	6,268.03	10,824.13	2,179.40	34,016.50	1,637.31	36,323.36
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MULTIPLIER		
RATE	HOURS WORKED	AMOUNT
HEALTH AND WELFARE	7.06 X	18,161.68 = 128,311.62
PENSION	6.28 X	18,161.68 = 114,145.53
APPRENTICE	.35 X	18,161.68 = 6,268.03
INTERNATIONAL PENSION FUND	.60 X	18,161.68 = 10,824.13
PROMOTION FUND	.12 X	18,161.68 = 2,179.40
PPA CONTRIBUTION	.09 X	18,161.68 = 1,637.31
WORKING DUES	Multiple X	18,161.68 = 34,016.50

297,382.52

TOTAL VACATION DUE 36,323.36

Attachment XII – Section III, Subsection D, Item 1, Work Force Residency

See attached summary of work force

Residency

Contractor		
Company	City of Ann Arbor	Washtenaw County
Doan Construction Co.	2%	15%

Sub-Contractor		
Company	City of Ann Arbor	Washtenaw County
Iron Creek	0%	0%

Attachment XIII – Section III, Subsection D, Item 2+3, Equal Employment Opportunity Programs

Doan Construction does not have a company specific plan. We rely on and participate in the many programs afforded to us through our membership in our unions and industry organizations. These programs consists of but not limited to; job fairs, job training and apprenticeships that promote minorities, women, veterans, returning citizens and small businesses. Doan Construction does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability. Doan Construction not only participates but financially contributes to these programs through our dues.

Unions

Operators, Laborers, Masons, Teamsters

Industry Organizations

MITA, MCA



3670 Carpenter Road, Ypsilanti MI 48197 Phone 734.971.4678 Fax 734.971.4415

EEO POLICY STATEMENT

January 1, 2021

To: All employees and all applicants for employment

It is the policy of the Doan Companies to take affirmative action in affording equal employment opportunities to all qualified persons without regard to race, color, religion, sex, age, physical impairment, weight, height, marital status or national origin.

This includes, but is not limited to, the following:

- Hiring, placement, upgrading, transfer, demotion or promotion
- Recruitment, advertising or solicitation for employment
- Treatment during employment
- Rates of pay or other forms of compensation
- Selection for training, including apprenticeship
- Layoff or termination

It is the policy of the Doan Companies to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act and any Executive Orders on Equal Employment Opportunity.

Doan Companies

Matt Doan
President

U.S. Department of Labor

Office of Federal Contract
Compliance Programs
Detroit District Office
211 West Fort Street, Suite 1320
Detroit, MI 48226



July 5, 2012

Mr. Matthew Doan
President
Doan Construction Company
3670 Carpenter Road
Ypsilanti, Michigan 48197

Dear Mr. Doan:

Our recent compliance review of your equal employment opportunity policies and practices at Doan Construction Company, 3670 Carpenter Road, Ypsilanti, Michigan 48197 has been completed.

During this compliance evaluation process we found no apparent violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212). This determination may be modified by the Regional Director or the Director of Office of Federal Contract Compliance Programs within 45 days of the issuance of this letter.

The Office of Federal Contract Compliance Programs sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,


PHYLLIS E. LIPKIN
District Director

Attachment XIV – Section III, Subsection D, Item 4

Doan Construction will use best universal practices in the use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.

Attachment XV – Section III, Subsection D, Item 5, Environmental Record

No violations and penalties have been imposed by government agencies to Doan Construction Co.