

INVITATION TO BID

 COPY

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

SIGNED THIS 28th DAY OF March, 2018

Bailey Excavating, Inc.

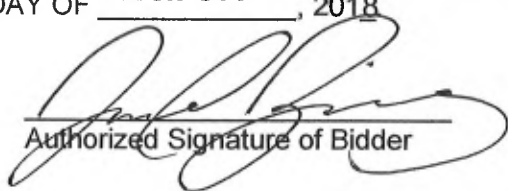
Bidder's Name

1073 Toro Drive-Jackson, MI 49201

Official Address

(517) 750-3030

Telephone Number



Authorized Signature of Bidder

Jacob W. Bailey

(Print Name of Signer Above)

jacobb Bailey@bailey-excavating.com; rhondablair@bailey-excavating.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

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

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

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

Authorized Official

_____ **Date** _____, 201_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1—Schedule of Prices

Project: 2018 Water Main and Sanitary Sewer Projects
 File #: 2017-033 Bid #: 4524

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
GENERAL ITEMS					
130	Protective Fencing	LF	600	\$ <u>7.55</u>	\$ <u>4,530.00</u>
135	Tree Removal (8" and Larger Trees)	Each	7	\$ <u>978.00</u>	\$ <u>6,846.00</u>
201	General Conditions, Max. \$40,000	LS	1	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
202	Project Supervision, Max. \$25,000	LS	1	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
203	Minor Traffic Devices, Max. \$15,000	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
204	Digital Audio Visual Coverage	LS	1	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
205	Certified Payroll Compliance and Reporting	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
206	"No Parking" Signs	Each	90	\$ <u>215.00</u>	\$ <u>19,350.00</u>
207	Type III Lighted Barricade, Furn. & Oper.	Each	50	\$ <u>80.85</u>	\$ <u>4,042.50</u>
208	Lighted, High Intensity, Channelizing Device, 42 inch Furn. & Oper.	Each	120	\$ <u>16.17</u>	\$ <u>1,940.40</u>
209	Plastic Drum - Lighted, Furn. and Oper.	Each	400	\$ <u>19.40</u>	\$ <u>7,760.00</u>
210	Temporary Type B Signs	SF	1,100	\$ <u>4.24</u>	\$ <u>4,664.00</u>
211	Sign, Portable, Changeable Message, Furn. and Oper.	Each	4	\$ <u>1,940.40</u>	\$ <u>7,761.60</u>
212	Sidewalk Barricade	Each	40	\$ <u>105.11</u>	\$ <u>4,204.40</u>
213	Clean-Up & Restoration, Special	LS	1	\$ <u>165,000.00</u>	\$ <u>165,000.00</u>
214	Basketball Pole Assembly	Each	1	\$ <u>7,550.00</u>	\$ <u>7,550.00</u>
702	Inlet Filter	Each	24	\$ <u>278.00</u>	\$ <u>6,672.00</u>
703	Silt Fence	LF	500	\$ <u>4.75</u>	\$ <u>2,375.00</u>
TOTAL THIS PAGE (BF-1)				\$ <u>356,195.90</u>	\$ <u>356,195.90</u>

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BID FORM

Section 1—Schedule of Prices

Project: 2018 Water Main and Sanitary Sewer Projects
 File #: 2017-033 Bid #: 4524

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
UTILITY GENERAL ITEMS					
140	Exploratory Excavation (0-10' deep)	Each	4	\$ 1,750.00	\$ 7,000.00
144	Exploratory Excavation Add'l Depth	VF	32	\$ 199.00	\$ 6,368.00
220	Adjust Structure Cover, Modified	Each	15	\$ 575.00	\$ 8,625.00
391	Pipe Undercut and Refill (Class II)	CY	100	\$ 65.00	\$ 6,500.00
392	Pipe Undercut and Refill (6A)	CY	100	\$ 80.00	\$ 8,000.00
563	Structure Covers	Each	20	\$ 926.00	\$ 18,520.00
567	Adjust Monument Box or Gate Valve Box	Each	2	\$ 495.00	\$ 990.00
SANITARY ITEMS					
230-S	Existing Manhole Tap, 8 inch	Each	4	\$ 1,345.00	\$ 5,380.00
231	Sewer Lead, Video	Each	28	\$ 423.00	\$ 11,844.00
232	Sewer Lead, Connect	Each	28	\$ 521.00	\$ 14,588.00
305a	SDR 26 PVC Pipe, 8", Trench Detail II (Stone School)	LF	630	\$ 178.56	\$ 112,492.80
305b	SDR 26 PVC Pipe, 8", Trench Detail II (Packard)	LF	170	\$ 168.30	\$ 28,611.00
305c	SDR 26 PVC Pipe, 8", Trench Detail II (Lafayette)	LF	510	\$ 159.10	\$ 81,141.00
305d	SDR 26 PVC Pipe, 8", Trench Detail II (Forest)	LF	410	\$ 165.80	\$ 67,978.00
305e	SDR 26 PVC Pipe, 8", Trench Detail II (Horman)	LF	250	\$ 181.60	\$ 45,400.00
335	SDR 26 PVC Wye, 8" x 6"	Each	35	\$ 560.00	\$ 19,600.00
350	SDR 26 PVC Riser, 6"	VF	150	\$ 135.00	\$ 20,250.00
353	SDR 26 PVC Service Lead, 6", Trench Detail II	LF	927	\$ 97.20	\$ 90,104.40
360	Type I Manhole (0-10' deep)	Each	15	\$ 2,494.00	\$ 37,410.00
361	Type I Manhole Add'l Depth	VF	75	\$ 206.78	\$ 15,508.50
362	Type II Manhole - 6 foot diameter (0-10' deep)	Each	1	\$ 3,740.00	\$ 3,740.00
363	Type II Manhole - 6 foot diameter - Add'l Depth	VF	10	\$ 264.36	\$ 2,643.60

TOTAL THIS PAGE (BF-2)

\$ 612,694.30

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BID FORM

Section 1—Schedule of Prices

Project: 2018 Water Main and Sanitary Sewer Projects
 File #: 2017-033 Bid #: 4524

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
SANITARY ITEMS (continued)					
370	Drop Connection, 8 inch	VF	24	\$ 496.62	\$ 11,918.88
385-S	Sanitary Pipe Abandonment or Removal	LF	950	\$ 38.40	\$ 36,480.00
386-S	Sanitary Structure Abandonment or Removal	Each	6	\$ 1,532.00	\$ 9,192.00
WATER MAIN ITEMS					
240	Water Main Pipe Abandonment or Removal	LF	1,420	\$ 32.45	\$ 46,079.00
241	Fire Hydrant Assembly Abandonment or Removal	Each	1	\$ 1,256.00	\$ 1,256.00
242	6 inch Temporary Water Main Line Stop	Each	12	\$ 5,460.00	\$ 65,520.00
243	8 inch Temporary Water Main Line Stop	Each	2	\$ 7,852.00	\$ 15,704.00
400a	8 inch, Class 50 DIP w/polywrap, Trench Detail I (Brookwood)	LF	720	\$ 153.87	\$ 110,786.40
400b	8 inch, Class 50 DIP w/polywrap, Trench Detail I (Sycamore)	LF	470	\$ 148.79	\$ 69,931.30
400c	8 inch, Class 50 DIP w/polywrap, Trench Detail I (Horman)	LF	450	\$ 161.15	\$ 72,517.50
402	6 inch Class 50 DIP w/polywrap, Trench Detail I	LF	140	\$ 120.78	\$ 16,909.20
410	8" 90° Bend	Each	2	\$ 354.00	\$ 708.00
411	8" 45° Bend	Each	8	\$ 315.00	\$ 2,520.00
412	8" 22 1/2° Bend	Each	2	\$ 323.00	\$ 646.00
413	8" 11 1/4° Bend	Each	6	\$ 340.00	\$ 2,040.00
414	8" x 6" Reducer	Each	6	\$ 475.00	\$ 2,850.00
415	6" x 6" x 6" Tee	Each	7	\$ 463.00	\$ 3,241.00
416	8" x 8" x 8" Tee	Each	3	\$ 486.00	\$ 1,458.00
440	Fire Hydrant Assembly, including 8" x 6" reducer	Each	4	\$ 5,454.00	\$ 21,816.00
442	8" Gate Valve-in Box	Each	2	\$ 2,964.00	\$ 5,928.00
443	6" Gate Valve-in Box	Each	1	\$ 1,865.00	\$ 1,865.00
446	8" Gate Valve-in Well	Each	6	\$ 4,125.00	\$ 24,750.00
TOTAL THIS PAGE (BF-3)				\$ 524,116.28	

Handwritten initials/signature

BID FORM

Section 1—Schedule of Prices

Project: 2018 Water Main and Sanitary Sewer Projects
 File #: 2017-033 Bid #: 4524

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
WATER MAIN ITEMS (continued)					
460	Excavate & Backfill for Water Service Tap and Lead	LF	1,000	\$ 48.75	\$ 48,750.00
482	Gate Valve in Box Abandonment or Removal	Each	4	\$ 985.20	\$ 3,940.80
483	Gate Valve in Well Abandonment or Removal	Each	1	\$ 2,105.00	\$ 2,105.00
STORM SEWER ITEMS					
230-R	Existing Manhole Tap, 12 inch	Each	1	\$ 756.26	\$ 756.26
324	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	LF	250	\$ 98.20	\$ 24,550.00
360	Type I Manhole (0-10' deep)	Each	1	\$ 2,098.00	\$ 2,098.00
361	Type I Manhole Add'l Depth	LF	2	\$ 505.00	\$ 1,010.00
367a	Single Inlet (24" dia)	Each	4	\$ 2,258.00	\$ 9,032.00
367b	Single Inlet (36" dia)	Each	3	\$ 3,199.00	\$ 9,597.00
385-R	Storm Pipe Abandonment or Removal	LF	250	\$ 42.10	\$ 10,525.00
386-R	Storm Structure Abandonment or Removal	Each	4	\$ 1,285.00	\$ 5,140.00
PAVING ITEMS					
261	Pav't, Rem	SY	8,100	\$ 20.50	\$ 174,150.00 <i>166,050</i>
262	Remove Concrete Curb or Curb & Gutter, Any Type	LF	2,000	\$ 19.88	\$ 39,760.00 <i>8115</i>
263	Remove Concrete Sidewalk, Ramp and Drives, Any Thickness	SF	3,900	\$ 3.78	\$ 14,742.00 <i>3/28/18</i>
264	Maintenance Gravel	Ton	100	\$ 75.00	\$ 7,500.00
265	Subgrade Undercutting and Backfill - Type II, Modified	CY	100	\$ 75.00	\$ 7,500.00
266	Aggregate Base, 21AA, 8 inch, CIP	SY	8,700	\$ 19.33	\$ 168,171.00
267	Machine Grading, Modified	Sta	37	\$ 3,951.00	\$ 146,187.00
270	HMA, 5E3 - Pavement Leveling and Top Course	Ton	15	\$ 1,072.50	\$ 16,087.50
271	HMA, 3C - Pavement Base Course	Ton	670	\$ 153.26	\$ 102,684.20
272	HMA, LVSP - Pavement Leveling Course	Ton	660	\$ 180.33	\$ 119,017.80
TOTAL THIS PAGE (BF-4)				\$ 913,303.56	\$ 905,203.56 <i>8115 3/28/18</i>

BID FORM

Section 1--Schedule of Prices

Project: 2018 Water Main and Sanitary Sewer Projects
 File #: 2017-033 Bid #: 4524

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
PAVING ITEMS (continued)					
273	HMA, LVSP - Pavement Top Course	Ton	630	\$ 170.50	\$ 107,415.00
274	HMA, 36A - Pavement Top Course	Ton	25	\$ 495.00	\$ 12,375.00
279	Concrete Curb or Curb & Gutter, Modified, High Early (Horman Ct)	LF	770	\$ 66.00	\$ 50,820.00
280	Concrete Curb or Curb & Gutter, Any Type	LF	200	\$ 27.50	\$ 5,500.00
281	Concrete Curb or Curb & Gutter, Any Type - High Early	LF	1,000	\$ 27.50	\$ 27,500.00
282	4" Concrete Sidewalk	SF	800	\$ 7.15	\$ 5,720.00
283	6" Concrete Sidewalk, Ramp	SF	200	\$ 7.15	\$ 1,430.00
284	6" Concrete Sidewalk, Ramp, Drive Approach - High Early	SF	3,000	\$ 7.15	\$ 21,450.00
285	Concrete Type M Drive Opening - High Early	LF	100	\$ 27.50	\$ 2,750.00
286	Detectable Warning, Cast In Place	SF	40	\$ 44.00	\$ 1,760.00
591	Temporary Pavement Markings (Type R) 6" Black	LF	1,000	\$ 2.92	\$ 2,920.00
592	Temporary Pavement Markings (Type R) 4" Yellow	LF	1,000	\$ 1.82	\$ 1,820.00
593	Temporary Pavement Markings (Type R) 4" White	LF	1,000	\$ 1.82	\$ 1,820.00
594	Hot-Applied, Thermoplastic Pav't Marking, 4" White	LF	550	\$ 1.05	\$ 577.50
595	Hot-Applied, Thermoplastic Pav't Marking, 4" Yellow	LF	1,550	\$ 1.05	\$ 1,627.50
596	Hot-Applied, Thermoplastic Pav't Marking, 6" White	LF	250	\$ 3.25	\$ 812.50
597	Hot-Applied, Thermoplastic Pav't Marking, 24" White	LF	50	\$ 13.75	\$ 687.50
598	Hot-Applied, Thermoplastic Pav't Marking, 12" White	LF	80	\$ 6.55	\$ 524.00
TOTAL THIS PAGE (BF-5)				\$ 247,509.00	✓ <i>BMS</i>
TOTAL FROM PAGE BF-1:				\$ 356,195.90	
TOTAL FROM PAGE BF-2:				\$ 612,694.30	
TOTAL FROM PAGE BF-3:				\$ 524,116.28	
TOTAL FROM PAGE BF-4:				\$ 913,303.56 905,203.56	
TOTAL BASE BID:				\$ 2,653,819.04 2,645,719.04	

BMS
3/28/18

BID FORM

Section 2 - Material and Equipment Alternates

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

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

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

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

Signature of Authorized Representative of Bidder



Date 3/28/2018

BID FORM

Section 4 - Major Subcontractors

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

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
T&D Concrete Construction	Concrete- Minority	\$106,300.00
Cadillac Asphalt	HMA Paving	\$325,000.00

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

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

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder



Date 3/28/2018

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

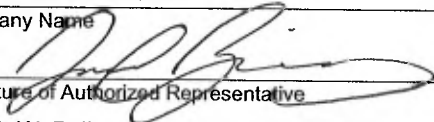
The Contractor agrees:

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

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

BAILEY EXCAVATING, INC.

Company Name


Signature of Authorized Representative

3/28/18

Date

Jacob W. Bailey - Project Manager/Estimator

Print Name and Title

1073 TORO DRIVE-JACKSON, MICHIGAN 49201

Address, City, State, Zip

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

Phone/Email address

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

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/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 \$14.75/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

<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Bailey Excavating, Inc.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

1073 Toro Drive

Street Address

Jackson, Michigan 49201

City, State, Zip

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

Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019

\$13.22 per hour

If the employer provides health care benefits*

\$14.75 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**

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

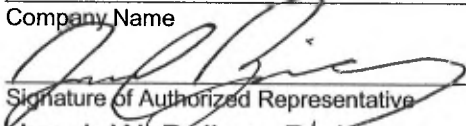
The Contractor agrees:

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

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

Bailey Excavating, Inc.

Company Name



3/28/18

Signature of Authorized Representative

Date

Jacob W. Bailey - Project Manager/Estimator

Print Name and Title

1073 Toro Drive-Jackson, Michigan 49201

Address, City, State, Zip

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

Phone/Email Address

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



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

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

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Bailey Excavating, Inc.	(517) 750-3030	
Vendor Name	Vendor Phone Number	
	3/28/18	Jacob W. Bailey
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

CITY OF ANN ARBOR 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.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bailey Excavating, Inc.

PO Box 660

Jackson, MI 49204

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

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

OWNER:

(Name, legal status and address)

City of Ann Arbor

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

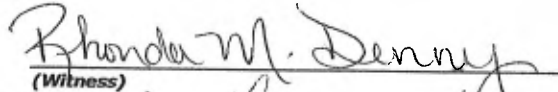
PROJECT: 2018 Water Main and Sanitary Sewer Projects
(Name, location or address, and Project number, if any)

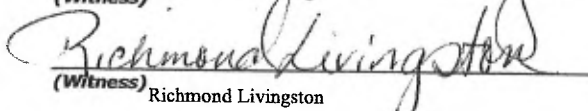
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

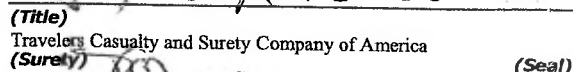
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 26th day of March, 2018


(Witness)


(Witness) Richmond Livingston

Bailey Excavating, Inc.
(Principal)  *(Seal)*

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

(Title) Dan Cusenza, 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 **Dan Cusenza** of **LANSING Michigan**, their true and lawful Attorney-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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

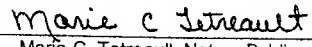
By: 
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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

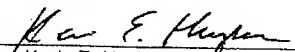
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **26th** day of **March**, 2018




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-in-Fact and the details of the bond to which the power is attached.**