

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, 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 , 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 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 1st DAY OF September, 2021.

Margolis Companies

Bidder's Name

9800 Cherry Hill

Ypsilanti MI 48198

Official Address

734 - 482 - 0771

Telephone Number

Merrill Bumstead

Authorized Signature of Bidder

Merrill Bumstead

(Print Name of Signer Above)

mbumstead@margoliscompanies.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 Merrill Bumstead, bearing the office title of Project Manager, 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:

X X
(initial here)

Authorized Official

Merrill Bumstead Date September 1, 2021

(Print) Name Merrill Bumstead Title Project Manager

Company: Margolis Companies

Address: 9600 Cherry Hill

Contact Phone (737) 482-0771 Fax (737) 482-3870

Email mbumstead@margoliscompanies.com

BID FORMS
Section 1 - Tree Bid Sheets
CITY-WIDE TREE PLANTING, CITY OF ANN ARBOR, MICHIGAN
FALL 2021 (~65 Trees)

Provide pricing (unit price per tree planted) and quantities for all tree species bidder can acquire, which may total more than 65 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 65 trees for the fall planting season. **Pricing provided shall be valid for the length of the contract.**

Bid must include a minimum of 20 different species for the spring 2021 planting season, including, those specified as "required to bid" on bid sheet.

ALL SPECIES ARE REQUIRED TO BID ALL TREES MUST BE SINGLE STEM & MINIMUM CALIPER SIZE OF 1 3/4"

Common Name	Latin Name	# B&B Available	B&B Price per Tree Planted	Mature Size
White fir	<i>Abies concolor</i>	20	335	Large
Paperbark maple	<i>Acer griseum</i>	10	325	Small
Miyabei maple	<i>Acer miyabei</i>	10	325	Medium
Yellow buckeye	<i>Aesculus octandra</i>	10	395	Large
Serviceberry	<i>Amelanchier</i> sp. (Specify sp/cultivar below)	20	325	Small
Paw Paw	<i>Asimina triloba</i>	—	—	Medium
Whitespire Birch	<i>Betula populifolia</i> 'Whitespire'	10	325	Medium
American hornbeam	<i>Carpinus caroliniana</i>	10	325	Medium
Hackberry	<i>Celtis occidentalis</i>	10	365	Large
Katsura	<i>Cercidiphyllum japonicum</i>	10	385	Large
Redbud	<i>Cercis Canadensis</i>	20	315	Small
Yellowwood	<i>Cladrastis lutea</i>	—	—	Medium
Ginkgo - male only	<i>Ginkgo biloba</i>	20	350	Large
Kentucky coffeetree	<i>Gymnocladus dioicus</i>	20	345	Large
Tamarack	<i>Larix laricina</i>	—	—	Large
Sweetgum	<i>Liquidambar styruciflua</i>	20	315	Large
Tuliptree	<i>Liriodendron tulipifera</i>	20	315	Large
Amur maackia	<i>Maackia amurensis</i>	—	—	Small
Crabapple (disease resistant cultivars)	<i>Malus</i> spp. (Specify cultivar)	20	315	Small
Dawn redwood	<i>Metasequoia glyptostroboides</i>	10	350	Large
Blackgum	<i>Nyssa sylvatica</i>	—	—	Medium
Hophornbeam	<i>Ostrya virginiana</i>	10	375	Medium
Norway spruce	<i>Picea abies</i>	20	300	Large
White spruce	<i>Picea glauca</i>	20	300	Large
Eastern white pine	<i>Pinus strobus</i>	20	300	Large
London planetree	<i>Platanus x acerifolia</i>	20	315	Large
Ornamental cherry	<i>Prunus</i> spp. (Specify species below)	20	315	Small

Bid Form
Section 1 Tree Bid Sheets
FALL 2021 (CONT.)

ALL TREES MUST BE SINGLE STEM & MINIMUM CALIPER SIZE OF 1 3/4"

Pricing provided shall be valid for the length of the contract. **ALL SPECIES ARE REQUIRED TO BID**

Common Name	Latin Name	# B&B Available	B&B Price per Tree Planted	Mature Size
White oak	<i>Quercus alba</i>	10	325	Large
Swamp white oak	<i>Quercus bicolor</i>	20	325	Large
Bur oak	<i>Quercus macrocarpa</i>	10	325	Large
Chestnut oak	<i>Quercus prinus (montana)</i>	0	—	Large
Northern red oak	<i>Quercus rubra</i>	20	325	Large
Japanese tree lilac	<i>Syringa reticulata</i>	10	345	Small
Bald cypress	<i>Taxodium distichum</i>	10	325	Large
Silver linden	<i>Tilia tomentosa</i>	20	350	Large
American elm (Dutch elm disease resistant cultivars)	<i>Ulmus Americana</i>	20	325	Large
Accolade elm	<i>Ulmus x 'Accolade'</i>	10	325	Large
Price per tree for watering on a bi-weekly basis during guarantee period:		\$5 ⁰⁰ per tree per watering		

BID FORMS
Section 1 - Tree Bid Sheets
 CITY-WIDE TREE PLANTING, CITY OF ANN ARBOR, MICHIGAN
SPRING 2022 (~65 Trees)

Provide pricing (unit price per tree planted) and quantities for all tree species bidder can acquire, which may total more than 65 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 65 trees for the fall planting season. **Pricing provided shall be valid for the length of the contract. Bid must include a minimum of 20 different species for the Spring 2022 planting season, including, those specified as "required to bid" on bid sheet.**

ALL SPECIES ARE REQUIRED TO BID

ALL TREES MUST BE SINGLE STEM & MINIMUM CALIPER SIZE OF 1 3/4"

Common Name	Latin Name	# B&B Available	B&B Price per Tree Planted	Mature Size
White fir	<i>Abies concolor</i>	20	335	Large
Paperbark maple	<i>Acer griseum</i>	10	325	Small
Miyabei maple	<i>Acer miyabei</i>	10	325	Medium
Yellow buckeye	<i>Aesculus octandra</i>	10	395	Large
Serviceberry	<i>Amelanchier sp.</i> (Specify sp/cultivar below)	20	325	Small
Paw Paw	<i>Asimina triloba</i>	1	—	Medium
Whitespire Birch	<i>Betula populifolia 'Whitespire'</i>	10	325	Medium
American hornbeam	<i>Carpinus caroliniana</i>	20	325	Medium
Hackberry	<i>Celtis occidentalis</i>	20	365	Large
Katsura	<i>Cercidiphyllum japonicum</i>	10	385	Large
Redbud	<i>Cercis Canadensis</i>	20	315	Small
Yellowwood	<i>Cladrastis lutea</i>	1	—	Medium
Flowering dogwood	<i>Cornus florida</i>	20	325	Small
Ginkgo - male only	<i>Ginkgo biloba</i>	20	350	Large
Kentucky coffeetree	<i>Gymnocladus dioicus</i>	20	345	Large
Tamarack	<i>Larix laricina</i>	1	—	Large
Sweetgum	<i>Liquidambar styruciflua</i>	20	315	Large
Tuliptree	<i>Liriodendron tulipifera</i>	20	315	Large
Amur maackia	<i>Maackia amurensis</i>	1	—	Small
Crabapple (disease resistant cultivars)	<i>Malus spp.</i> (Specify cultivar)	20	315	Small
Apples (edible fruiting trees)	<i>Malus spp.</i> (Specify cultivar)	10	395	Small

Bid Form
Section 1 Tree Bid Sheets

SPRING 2021 (CONT.)

ALL TREES MUST BE SINGLE STEM & MINIMUM CALIPER SIZE OF 1 3/4"

Pricing provided shall be valid for the length of the contract. ALL SPECIES ARE REQUIRED TO BID

Common Name	Latin Name	# B&B Available	B&B Price per Tree Planted	Mature Size
Dawn redwood	<i>Metasequoia glyptostroboides</i>	10	350	Large
Blackgum	<i>Nyssa sylvatica</i>	20	385	Medium
Hophornbeam	<i>Ostrya virginiana</i>	20	375	Medium
Norway spruce	<i>Picea abies</i>	20	300	Large
White spruce	<i>Picea glauca</i>	20	300	Large
Eastern white pine	<i>Pinus strobus</i>	20	300	Large
London planetree	<i>Platanus x acerifolia</i>	20	315	Large
Peaches (edible fruiting trees)	<i>Prunus spp.</i> (Specify cultivar)	1	—	Small
Cherries (edible fruiting trees)	<i>Prunus spp.</i> (Specify cultivar)	10	395	Small
Ornamental cherry	<i>Prunus spp.</i> (Specify species below)	20	315	Small
Pears (edible fruiting trees)	<i>Pyrus spp.</i> (Specify cultivar)	10	395	Small
White oak	<i>Quercus alba</i>	20	325	Large
Swamp white oak	<i>Quercus bicolor</i>	20	325	Large
Bur oak	<i>Quercus macrocarpa</i>	20	325	Large
Chestnut oak	<i>Quercus prinus (montana)</i>	1	—	Large
Northern red oak	<i>Quercus rubra</i>	20	325	Large
Weeping willow	<i>Salix babylonica</i>	20	325	Large
Japanese tree lilac	<i>Syringa reticulata</i>	20	345	Small
Bald cypress	<i>Taxodium distichum</i>	20	325	Large
Silver linden	<i>Tilia tomentosa</i>	20	350	Large
American elm (Dutch elm disease resistant cultivars)	<i>Ulmus Americana</i>	20	325	Large
Accolade elm	<i>Ulmus x 'Accolade'</i>	20	325	Large
Price per tree for watering on a bi-weekly basis during guarantee period:		\$ 5. ⁰⁰ per tree per watering		

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

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

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

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number

Description

Add/Deduct Amount

None

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 Mervin Bensted Date 9-1-21

BID FORM

Section 3 – Potential Source(s) of Tree Stock

FALL 2021

(Attach additional sheets, if necessary)

Grower Name	Location where trees grown (City, State)
Margolis	Ypsilanti, MI.
Steinkoff Nursery	Snover, MI.
Christensen's	Plymouth, MI.
Lake County Nursery	Perry, OH
Schichtels Nursery	Springville, NY.
McHutchison, Inc.	Wayne, NJ.

SPRING 2022

Grower Name	Location where trees grown (City, State)
Margolis	Ypsilanti, MI.
Steinkoff Nursery	Snover, MI.
Christensen's	Plymouth, MI.
Lake County Nursery	Perry, OH
Schichtels Nursery	Springville, NY
McHutchison, Inc.	Wayne, NJ.

BID FORM

Section 4 – Contractor Information and Responsible Contractor Criteria

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

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

Attach additional pages as needed if space below is insufficient.

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

1. Organization Name: Margolis Companies

Social Security or Federal Employer I.D. #: 38-1718258

Address: 9600 Cherry Hill

City: Ypsilanti State: MI Zip: 48198

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1926

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

Barry Margolis

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

Explanation of any business name changes:

N/A

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

None

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

"See Attached"

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

NURG 010 371

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

Yes

No

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

Yes

No

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

City of Ann Arbor = 5% / washtenaw = 50% / No Subcontractors

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

"See Attached"

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

Benefits are paid directly to employees "See attached"

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

Yes

No

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

"See attached"

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

Yes

No

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

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

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

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

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

"See attached"

MARGOLIS COMPANIES

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

AFFIRMATIVE ACTION POLICY

Margolis Nursery Inc. is an Equal Opportunity Employer and follows an established policy of promoting equal opportunity for all qualified employees.

The company does not discriminate on the basis of Race, Color, Age, Religion, National Origin, Sex, Height, Weight, or Marital Status. This policy further applies to persons who are Handicapped, or Disabled Veterans.

When advertising in the newspaper or any other source, we specify that we are "AN EQUAL OPPORTUNITY EMPLOYER".

Employees are treated equally with respect to compensation and opportunities for advancement, including promotion.

We strive to maintain a good working environment free of harassment of any kind.

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division

PAYROLL
 (For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Name of Subcontractor

Address

OMB NO.: 1215-0149

Margolis Companies

9600 Cherry Hill Ypsilanti, MI 48198

Expires: 12/31/2012

Payroll No

For Week Ending

Project and Location

Project or Contract No.

26-B 22-Dec-20 Ann Arbor Street Trees Fall 2019 thru Spring 2020

Name, Address & Social Security No. of Employee	No. of Withholding	Work Classification	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	DEDUCTIONS					Net Wages Paid		
			S	T	W	F	S	S	M				T	FICA	Fed. W.T.	S.W.T.	Med. Care		Total	
																				16
Luis Hernandez 5234 Florida Detroit, MI. 48210 XXX-XX-7188	M	Laborer, Group 1	O								0	37.68	0.00	0.00				0.00	0.00	0.00
Emmanuel Hernandez 5234 Florid Detroit, MI. 48210 XXX-XX-4748	S	Laborer Group 2	O								0	34.68	0.00	0.00				0.00	0.00	0.00
Raymundo Valenzuela Rojas 5838 Elmer Detroit, MI. 48210 XXX-XX-8829	M	Laborer Group 2	O								0	34.68	0.00	0.00				0.00	0.00	0.00
Kevin Angelo 1129 Lexington Pkwy Ypsilanti, MI. 48198 XXX-XX-5F39	M	Laborer Group 2	O								0	34.68	0.00	0.00				0.00	0.00	0.00
Eduardo Martinez Campos 1449 Morrell St. Detroit, MI 48209 XXX-XX-1229	M	Laborer Group 2	O								0	34.68	127.10	7.88	0.00	5.36	1.84	0.00	15.08	112.02
Mark Stewart 34 Emerald Circle Whitmore Lake, MI. 48189 XXX-XXX-9693	S	Laborer Group 2	O								0	34.68	305.04	18.91	0.00	9.41	4.42	0.00	32.75	272.29
James Haden Griffith 2387 E. Roundtable Dr., Canton, MI. 48188 XXX-XX-5202	M	Laborer Group 2	O								0	34.68	177.94	11.03	0.00	0.37	2.58	0.00	13.98	163.96
Johnny Johnson 379 High Street, Belleville, MI. 48111 XXX-XX-0122	S	Laborer Group 2	O								0	34.68	305.04	18.91	8.00	13.01	4.42	25.00	61.35	260.69
	S	Laborer Group 2	O								0	25.42	0.00	0.00				0.00	0.00	0.00

Statement of Compliance

Date 12-21-20

I, Barry Margolis do hereby state:

(1) That I pay or supervise the payment of the persons employed by Margolis Companies, on the Ann Arbor Street Trees Fall-2019 thru Spring-2020 Project; that during the payroll period commencing on the 16th day of December, 2020 and ending the 22nd day of December, 2020, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made directly or indirectly to or on behalf of said Margolis Companies from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357, 40 U.S.C. 276c), 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 contain 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 appropriated programs for the benefit of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

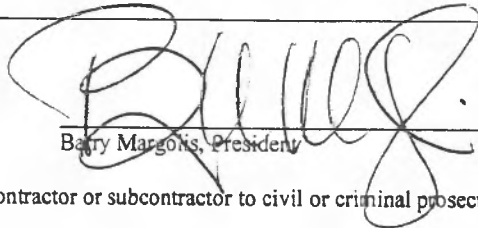
Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)

Explanation

Remarks


Barry Margolis, President

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.

SECTION 5 – Supplemental Questions

Failure to answer all questions may result in the rejection of this bid

We have read the attached Scope of Work and Specifications thoroughly

Yes () No

Are all exceptions to the attached Scope of Work specifications properly outlined?

Yes () No

References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

Municipality/Organization Contact Person Phone Number

1. _____ "See Attached" _____
2. _____
3. _____

Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors. Attach additional sheets, if necessary.

_____ "See Attached" _____

Number of Employees on Tree Planting Crew: _____ 3 to 4 _____

Equipment: List all equipment that will be available for use by the tree planting crew. Attach additional sheets, if necessary.

_____ "See Attached" _____

Subcontractors: List any subcontractors that your company is planning to use for this project. Attach additional sheets, if necessary

_____ None _____

Insurance Requirement: All required insurances shall be kept current as specified in the bid documents and on the back of the service purchase order, for the term of the contract.

We have the ability to carry the required level of insurance for this contract

name of insurance company Home Owners and Auto Owners No

Bond Requirement: Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

We have the ability to meet the bond requirements for this contract?

Yes name of Surety company Cincinnati Insurance Co. **No**

MARGOLIS NURSERY

Margolis Companies

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

City of Ann Arbor
301 E. Huron
Ann Arbor, MI. 48104

Attn: Tiffany Giacobazzi

Project: Fall 2021 / Spring 2022 Elizabeth Dean Fund Tree Purchase and Planting

September 1, 2021

The following is a list of qualifications and references:

A.) References:

Beckett and Raeder Inc., Christy Summers 734-663-2622
Johnson and Hill Assoc., Mark Johnson 734-668-7416
Ypsilanti Township, Jeff Allen 734-368-1125
JJR Associates, Debra Axlerod 734-669-2716
O'Neal Construction, Will Gordon 734-769-0770
Ann Arbor Forestry, Tiffany Giacobazzi, 734-794-6356
Washtenaw County Parks, Jeff Dehring 734-971-6337
Phoenix Contracting, Mark Hiser 734-487-9640
Grissim/Metz/Andriese Assoc., Paul Andriese 248-347-7010
Eastern Michigan University, Terry Ramsey 734-647-2031
University of Michigan – Grounds, Alex Sulzer 734-26-3553
University of Michigan – Parking, 734-763-5179

B.) List of similar projects of over \$250,000.00:

Fall 2019/Spring 2020 Street Tree Planting
City of Ann Arbor – Systems Planning Unit
Tiffany Giacobazzi, 734-794-6356, Urban Forestry & Natural Resources Planner

Work Consisted of:

Furnish, Transport and planting trees
Excavation, plant, and backfill each location
Exercise reasonable care to protect existing conditions
Furnish and place mulch
Remove excess material
Water, maintain and guarantee trees

NSF World Headquarters, O'Neal Construction -- Will Gordon 769-0770
JJR

Work consisted of:
Grading and topsoil spreading
Plants, trees and shrubs
Irrigation
Seeding and restoration
Strom water mitigation

New Student Center, Turner Construction -- Sam Naik 734-480-9803
Beckett and Raeder, Christy Summers, 734-663-2622

Work consisted of:
Grading and topsoil spreading
Plants, trees and shrubs
Complete automatic Irrigation system
Sodding, Seeding and restoration
Wetland mitigation

Mumford High School -- Detroit Public Schools,
Turner Construction, Dennis Kelly, 313-410-9378
Hamilton Anderson Associates, Tiffany Brown 313-964-0270

Work consisted of:
Trees, Shrubs, Perennials
Topsoil preparation
Lawn seeding
Athletic field seeding
Athletic skinned infield and warning track surfacing
Clay Pitcher mounds
Clay baseball and softball batter boxes

Evangelical Homes of Michigan, Brecon Village -- Memory Support Center
Phoenix Contractors, Mark Hiser 734-487-9640
Harley Ellis Deveraux, Debra Axlerod 734-669-2716

Work Consisted of:
Site Furnishing
Brick Pavers
Complete Irrigation System
Plants, trees, and shrubs
Wetland mitigation
Site clearing, topsoil, and site grading
Sub-drainage, and planting soil

Furstenberg Park – City of Ann Arbor, Amy Kuras 734-994-1827
Pollack Design, Peter Pollack 734-663-9522

Work consisted of:

- New parking lot with storm sewer
- Concrete Curb and Gutter
- Landscaping plants and restoration
- Site Furnishing
- Slag path and asphalt path
- Clearing and grubbing
- New water service and electric service
- New observation decks
- Wetland and prairie restoration

Joan Binkow Residence, Joan Binkow 734-995-1650
Architect, David Michener, 734-665-4826

Work consisted of:

- Retaining Walls
- Paver walks & drive
- Plantings, trees and shrubs
- Site grading
- Extensive site drainage
- Seeding and restoration

List of parks and municipal projects completed by Margolis Companies:

- Frisinger Park – City of Ann Arbor
- Bader Park – City of Ann Arbor
- Bird Hills Park – City of Ann Arbor
- Gallup Park – City of Ann Arbor
- Jaycee Park No. 1 – City of Lincoln Park
- Marion Park – City of Lincoln Park
- Lafayette Park – City of Lincoln Park
- Youth Center Park No. 3 – City of Lincoln Park
- Ford School – Willow Run Schools
- Holmes School – Willow Run Schools
- Cheney School – Willow Run Schools
- Thurston School – Willow Run Schools
- Kaiser School – Willow Run Schools
- Kettering School – Willow Run Schools
- Brown Park – City of Ann Arbor
- Burh Park – City of Ann Arbor
- Green Briar Park – City of Ann Arbor
- Canterbury Mews – Canton Township

Farmington Streetscape Phase VII – City of Farmington
Virginia Park – City of Ann Arbor
Beckley Park – City of Ann Arbor
Urban Sculpture – City of Ann Arbor
Cranbrook Park – City of Ann Arbor
Cloverdale Park – City of Ann Arbor
U of M Athlete Parking – University of Michigan
Baxter Park – City of Ann Arbor
Waymarket Park – City of Ann Arbor
Hoover St. Parking – University of Michigan
West Park – City of Ann Arbor
Belize Park – City of Ann Arbor
Esch Park – City of Ann Arbor
Lillie Park – Pittsfield Township
Mayfield Wildwood Park – City of Ann Arbor
Prospect Park – City of Ypsilanti
Recreation Park – City of Ypsilanti
Reflecting Pool – University of Michigan
Pittsfield School – Ann Arbor Schools
Fuller Pool – City of Ann Arbor
Switching Station – University of Michigan
Medical Center – University of Michigan
Romulus City Hall – City of Romulus
Westland Library – City of Westland
Fuller Rd. Relocation – City of Ann Arbor
Foxfire N., Kelly and Winchell Parks – City of Ann Arbor
N. Main and Huron Highland Parks – City of Ann Arbor
Helipad – University of Michigan
Boone Hall and H.H.S. Building – Eastern Michigan University
Crew Facilities – University of Michigan
Ypsilanti Public Library – City of Ypsilanti
Milan High School Athletic Fields – Milan Schools
Shadford Field – Ypsilanti Public Schools
Elizabeth Park – Wayne County Parks
Riverside Park – City of Ypsilanti
Plymouth Township Park – Plymouth Township
Ypsilanti High School – Ypsilanti Public Schools
Superior Township Hall – Superior Township
Creal Park – City of Ann Arbor
Rose and Ponds Park – City of Ann Arbor
Art School – University of Michigan
Bandemer Park – City of Ann Arbor
Golf Estates Park – Ypsilanti Township

C.) Employee Credentials:

Barry Margolis – President

Barry Margolis grew up with the business and has worked for Margolis Companies for over 45 Years. He has overseen all phases of construction from design to construction. He has experience in building restoration, concrete work, paver installation, and all types of landscaping.

Benjamin Margolis – Sales and Administrative Manager

Benjamin graduated from the Michigan State University with a degree in Horticulture. He is Barry's son and grew up with the business and worked for Margolis Companies during the summers. Since 2009 he has worked full time in sales, design and management.

Erin Margolis Tochen – Marketing and Communications Manager

Erin Margolis Tochen graduated from Michigan State University with a degree in Hospitality Business. She is Barry's daughter and grew up with the business and worked for Margolis Companies during the summers. She spent 7 years living in Chicago working for Jameson Sotheby's, a real estate brokerage firm and Sidley Austin a top global law firm. In 2020, Erin returned to Margolis Companies to work full time in marketing, retail sales, HR, and communications.

Merrill Bumstead – Project Manager

Merrill Bumstead worked for Ypsilanti Asphalt Paving Co, for 15 years and is experienced in all phases of asphalt installation. He worked for Ypsilanti Excavating for 10 years and has experience in site preparation, utility installation, building footings, clearing and grubbing, mass grading to fine grading. He has been employed by Margolis Companies Inc. for the past 32 Years and has been Project Manager for the last 22 years.

Butch Wood – Superintendent

Butch Wood worked for Story Bros. for 5 years and has experience in all types of projects from utility installation to building preparation, operating equipment, building construction, and all phases of landscaping. Margolis Companies has employed him for the past 42 years.

Silas Meadows – Superintendent

Margolis Companies has employed Silas Meadows for the past 32 years. He has worked his way up from laborer to his present position. He has experience in all phases of landscaping, paver and wall installation.

If you need further information feel free to call. (734) 482-0771

Respectfully Submitted
Merrill Bumstead
Project Manager

MARGOLIS COMPANIES

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

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

Attn: Tiffany Giacobazzi

Project: ITB No. 4692, Fall 2021 / Spring 2022 Elizabeth Dean Fund Tree Purchase and Planting

September 1, 2021

The following is a list of equipment that Margolis Companies owns:

- 3 Track/Loader, Bobcat
- 5 Skidsteer Loaders, Bobcat and Kubota
- 2 Dozers, Case 450 and 550
- 2 Mini Excavators, Bobcat and Kubota
- 2 Wheel Loaders 1-2C.Y., Caterpillar and Volvo
- 6 Wheel Loaders 2.5-3 C.Y., Case, Volvo, Cat, and Dresser
- 1 1,100 Gal. Hydroseeder, Bowie
- 1 1500 Gal. Hydroseeder, Bowie
- 1 Topsoil Screener, Powerscreen Mark 2
- 1 Straw Mulcher, TGMI
- 1 Wood Chipper, Brush Bandit
- 2 24 C.Y. Semi Dumps, Kentworth and Mack
- 4 10 C.Y. Tandem Dumps, International, Freightliner and Ford
- 5 5 C.Y. Dumps, Ford
- 9 3 C.Y. Dumps, Ford
- 2 7-ton Stake truck, Ford and International
- 2 2-ton Stake trucks Ford
- 14 Pickup Trucks, Dodge and Ford
- Many miscellaneous tractor and skidsteer attachments

Respectfully Submitted,

Merrill Bumstead
Project Manager

APPENDIX D: 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.

Margolis Companies
Company Name

Merrill Bumstead 9-1-21
Signature of Authorized Representative Date

Merrill Bumstead Project Manager
Print Name and Title

9600 Cherry Hill Ypsilanti, MI. 48198
Address, City, State, Zip

734-482-0771 mbumstead@margoliscompanies.com
Phone/Email address

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

APPENDIX E: CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

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

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

Margolis Companies
Company Name

9600 Cherry Hill
Street Address

Merrill Bunstead 9-1-21
Signature of Authorized Representative Date

Ypsilanti, MI 48198
City, State, Zip

Merrill Bunstead Project Manager
Print Name and Title

734-482-0771
Phone/Email address

mbunstead@margoliscompanies.com



APPENDIX F: 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:		
<i>Margolis Companies</i>	734-482-0771	
Vendor Name	Vendor Phone Number	
<i>Merrill Bumstead</i>	9-1-21	<i>Merrill Bumstead</i>
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

