

**UPDATED BID FORM**  
**Section 1 – Schedule of Prices**

Company: Lester Brothers Excavating

Project: ITB No. **4590** As-Needed Directional Boring

Notes:

1. This work is being performed on an as-needed basis for the City of Ann Arbor Engineering Unit. Specific quantities of work are not guaranteed and quantities shown herein are for estimating purposes only related to this bid. The CONTRACTOR shall be compensated for the actual work completed using the unit prices provided.
2. Work is currently programmed for 5 locations: 3 linear segments and 2 intersections. Please note: this is not an exhaustive list of all work anticipated over the course of the contract, and details of work locations are subject to change.
3. All bidders shall provide a Unit Price for all bid items specified.
4. The City, at its sole discretion, may elect to award items to separate bidders, or may elect to delete any item of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds. 5. Any item not provided in the following list shall be considered incidental.

**Unit Price Bid –**

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity (est.)</u>	<u>Unit Price</u>	<u>Total Price</u>
201	Conduit, SDR 11 HDPE, Directional Bore, 1, 2 inch	Foot	600	\$ 25.00	\$ 15,000.00
202	Conduit, SDR 11 HDPE, Directional Bore, 1, 3 inch	Foot	1000	\$ 27.00	\$ 27,000.00
203	Conduit, SDR 11 HDPE, Directional Bore, 2, 2 inch	Foot	600	\$ 30.00	\$ 18,000.00
204	Conduit, SDR 11 HDPE, Directional Bore, 2, 3 inch	Foot	1000	\$ 36.00	\$ 36,000.00
205	Conduit, SDR 11 HDPE, Directional Bore, 3, 2 inch	Foot	600	\$ 44.00	\$ 26,400.00
206	Mobilization, Directional Bore	Each	20	\$ 900.00	\$ 18,000.00

207	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Each	20	\$ 152.00	\$ 2,280.00
208	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Each	15	\$ 52.00	\$ 780.00
209	Channelizing Device, 42 inch, Furn	Each	60	\$ 24.20	\$ 1,452.00
210	Channelizing Device, 42 inch, Oper	Each	60	\$ 1.20	\$ 72.00
211	Lighted Arrow, Type C, Furn	Each	4	\$ 750.00	\$ 3,000.00
212	Lighted Arrow, Type C, Oper	Each	4	\$ 350.00	\$ 1,400.00
213	Plastic Drum, High Intensity, Lighted, Furn	Each	250	\$ 24.00	\$ 6,000.00
214	Plastic Drum, High Intensity, Lighted, Oper	Each	250	\$ 1.20	\$ 300.00
215	Sign, Portable, Changeable Message, Furn	Each	2	\$ 1,300.00	\$ 2,600.00
216	Sign, Portable, Changeable Message, Oper	Each	2	\$ 550.00	\$ 1,100.00
217	Sign, Type B, Temp, Prismatic, Furn	SFt	1000	\$ 6.50	\$ 6,500.00
218	Sign, Type B, Temp, Prismatic, Oper	SFt	1000	\$ 1.50	\$ 1,500.00
219	Vacuum Truck	Hour	30	\$ 250.00	\$ 7,500.00
<b>Total Estimate</b>					<b>\$ 174,884.00</b>

**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.

Lester Bros

Company Name

[Signature]

Signature of Authorized Representative

7-16-19

Date

Cody Lester

owner

Print Name and Title

5405 E Michigan Ave

JACKSON MI 48201

Address, City, State, Zip

517-764-7888

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:

<b>Conflict of Interest Disclosure*</b>	
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)
<i>NONE</i>	

\*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.

<b>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:</b>		
<i>Lester Brothers</i>	<i>517-764-7888</i>	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<i>Cody Lester</i>	<i>7-16-19</i>	<i>Cody Lester</i>
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

**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 \$13.61/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 \$15.18/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.

Lester Bios  
Company Name

5405 E MICL AVE  
Street Address

[Signature]  
Signature of Authorized Representative

\_\_\_\_\_  
Date

JACKSON, MI 47201  
City, State, Zip

Cody Lester MEMBER  
Print Name and Title

517-764-7888  
Phone/Email address

**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.

Lesker Bros  
Company Name  
[Signature] 3-16-17  
Signature of Authorized Representative Date

JAMES LESKER OWNER  
Print Name and Title  
5425 E MICH AVE JACKSON, MI 48201  
Address, City, State, Zip  
\_\_\_\_\_  
Phone/Email address

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

# 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 Carl Lese Date 7-16-19

# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

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

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

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

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

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

Signature of Authorized Representative of Bidder Cody Lester Date 7-16-19



**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 JAMES LESTER, bearing the office title of PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

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

• A limited liability company doing business under the laws of the State of M, whom JAMES LESTER bearing the title of PRESIDENT 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 Michigan and filed in the county of JACKSON, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

JAMES LESTER 5405 E MICH AVE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Authorized Official**

[Signature] Date 7-16, 20117

(Print) Name JAMES LESTER Title PRESIDENT

Company: LESTER BROS

Address: 5405 E MICH AVE

Contact Phone 517 764-7888 Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_

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.

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 16 DAY OF JULY, 2019.

\_\_\_\_\_  
Bidder's Name

  
\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

Cody Lester  
\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice