

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Z Contractors, Inc.**  
50500 Design Lane, Shelby Township, MI 48315

as Principal, hereinafter called Principal, and

**Great American Insurance Company**  
301 E. Fourth Street, Cincinnati, OH 45202

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

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

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

Dollars (**5% of Bid**)

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

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

**Sequoia Lift Stations Replacement Project, ITB #4670**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of May, 2021.

**Z Contractors, Inc.**

Dana Youmans  
(Witness)

[Signature] (Principal) (Seal)  
**BLAKE ZAPCZYNSKI**  
PRESIDENT  
(Title)

[Signature]  
(Witness)

**Great American Insurance Company**  
(Surety) (Seal)  
[Signature]  
(Title)  
**Nicholas Ashburn**, Attorney in Fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
NICHOLAS ASHBURN	ANNE M. BARICK	ALL OF	ALL
PAUL M. HURLEY	MICHAEL D. LECHNER	ROCHESTER HILLS, MICHIGAN	\$100,000,000
HOLLY NICHOLS	JASON ROGERS		
ROBERT D. HEUER			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of APRIL 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17TH day of APRIL, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of May 2021



*Atty L C B*

Assistant Secretary

## INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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


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

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

SIGNED THIS 25 DAY OF May, 2021.

Z Contractors, Inc.  
Bidder's Name  
50500 Design Lane  
Shelby Township, MI 48315  
Official Address

586-625-8899  
Telephone Number

  
Authorized Signature of Bidder  
Blake Zapczynski, President  
(Print Name of Signer Above)

bzap@z-contractors.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 Blake Zapczynski, bearing the office title of \_\_\_\_\_, 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 May 25, 2021

(Print) Name Blake Zapczynski Title President

Company: Z Cotractors, Inc.

Address: 50500 Design Lane, Shelby Township, MI 48315

Contact Phone (586) 625-8899 Fax (586) 726-8481

Email bzap@z-contractors.com


# BID FORM

## Section 1 – Schedule of Prices

Company: Z Contractors, Inc.



Project: **Sequoia Lift Stations Replacement Project**

### Unit Price Bid –

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Total Price</u>
1) Division 00 / 01 (Note 1)	1 LS	<u>60,000.00</u>
2) Civil- Site work (Note 2)	1 LS	<u>325,000.00</u> <del>320,000.00</del> BZ
3) Mechanical (Note 3)	1 LS	<u>209,177.00</u>
4) Electrical (Note 4)	1 LS	<u>61,000.00</u>
5) I&C / SCADA (Note 5)	1 LS	<u>12,600.00</u>
6) Bypass Pumping	1 LS	<u>45,000.00</u>
 7) Allowance	1 LS	<u>\$20,000</u>
<b>TOTAL BID PRICE</b>		<u>732,777.00</u> \$ <u>727,777.00</u> BZ

Notes:

1. Includes bonds, insurance, mob/demob, on-site superintendent, off-site admin costs, etc.
2. Work generally shown on Sheets D-01, S C-01, S C 02, earthwork and concrete show on S P-01, and Divisions 02 and 03 specifications.
3. Work generally shown on Sheets S P-01 and S P-02, and Divisions 11 and 15 specifications.
4. Work generally shown on Sheets S E-01 and S E-02 and Division 16 specifications.
5. Work generally shown on Sheet S E -02 and Section 11392.2.6 Pump Controller / RTU.

-  6. Work includes all costs associated with bypass pumping requirements.
-  7. Work includes Washtenaw County and Ann Arbor permit costs.

## **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

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 05/25/21  
**BID FORM** Blake Zapczynski

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 05/25/21  
Blake Zapczynski



# 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>
Self Performed	Mechanical	
Innovative Energy Controls, LLC 1900 Twin Hills Dr. Howell, MI 48843	Electrical	\$55,000
Self Performed	Excavating	
Heritage and Company, Inc. 2425 N. Lapeer Rd. Oxford, MI 48371	Landscaping	\$26,892
Self Performed	Directional Drilling	
Mersino 2475 E Judd Rd. Burton, MI 48529	Bypass Pumping	\$28,000

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 5 – References

Include a minimum of Five references from similar projects completed within the past 10 years.

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

1)	Hildebrandt Drain Pump Station Sterling Heights	\$713,838	2020
	Project Name	Cost	Date Constructed

	Scott Isenberg (Spalding DeDecker)	(248) 844-5400
	Contact Name	Phone Number

2)	Champaign Rd Pump Station, Lincoln Park	\$1,285,882	2020
	Project Name	Cost	Date Constructed

	Jeff Horne (MDOT TSC)	(313) 375-2427
	Contact Name	Phone Number

3)	SRF Pump Station, South Rockwood	\$1,161,587	2019
	Project Name	Cost	Date Constructed

	Terry L. Woodward (FTCH)	(248) 324-2111
	Contact Name	Phone Number

4)	Lift Station #2, West Bloomfield Twp	\$1,577,951	2018
	Project Name	Cost	Date Constructed

	Greg Gucwa (Johnson & Anderson)	(248) 681-7800
	Contact Name	Phone Number

5)	3 Pump Stations, Detroit	\$2,803,218	2017-2018
	Project Name	Cost	Date Constructed

	Bob Daavettila (Tetra Tech)	(810) 225-8404
	Contact Name	Phone Number

## BID FORM

### Section 6 – Contractor Information and Responsible Contractor Criteria

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

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

*Attach additional pages as needed if space below is insufficient.*

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

1. Organization Name: Z Contractors, Inc.

Social Security or Federal Employer I.D. #: 27-3999355

Address: 50500 Design Lane

City: Shelby Township State: Michigan Zip: 48315

Type of Organization (circle one below):

Individual          Partnership          Corporation          Joint Venture          Other

If "Other" please provide details on the organization:

Year organization established: 2010

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

Blake Zapczynski, President and Brooke Sebero, Corporate Secretary

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

Explanation of any business name changes:

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

N/A

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

Noel Cruz, Project Manager - see attached resume

Mark Gilsbach, General Manager/Suprcintndcnt - scc attached rcsunc

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

N/A, we are MDOT Prequalified - see attached certification

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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.

Z Contractors has 0% of our workforce within Ann Arbor or Washtenaw County

Major Subcontractors - N/A none that are 15% or more of our bid

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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). MDOT Prevailing Wages

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.

Yes through the fringe benefit portion of prevailing wages

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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).

Yes, see attached

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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. MIOSHA - Reference #146869, no other parties - 2017 - Inspection - all settled

MIOSHA - Reference #1234696, no other parties - 2017 - Inspection - all settled

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

Yes

No

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

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. NONE

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 Proof of Insurance

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes  No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

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

Yes  No  
EMR = .80

20. Will bidder use masters, journeymen and apprentices on the project?

Yes  No

If bidder answered "yes" to the question above, provide the ratio of masters and journeymen to apprentices for this project.

Ratio: 2%

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = 2%

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes  No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration. See attached letters we receive and the following website for what all is required in [www.Michigan.Gov/OJT](http://www.Michigan.Gov/OJT)

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyman certification or status, or are not participants in a Registered Apprenticeship Program.

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as show by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

See attached Bonding Company Letter

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects. See attached Quality Control Plan

**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.

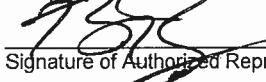
The Contractor agrees:

- (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.

Z Contractors, Inc.

Company Name



05/25/21

Signature of Authorized Representative

Date

Blake Zapczynski, President

Print Name and Title

50500 Design Lane, Shelby Twp, MI 48315

Address, City, State, Zip

586-625-8899 bzap@z-contractors.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 \$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**

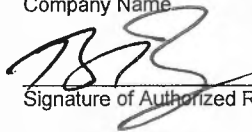
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (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.

Z Contractors, Inc.

Company Name



Signature of Authorized Representative

05/25/21

Date

50500 Design Lane

Street Address

Shelby Twp, MI 48315

City, State, Zip

Blake Zapczynski, President

Print Name and Title

586-625-8899 bzap@z-contractors.com

Phone/Email address



**Vendor Conflict of Interest Disclosure Form**

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

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

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

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

\*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:		
Z Contractors, Inc.	586-625-8899	
Vendor Name	Vendor Phone Number	
	05/25/21	Blake Zapczynski, President
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](mailto:procurement@a2gov.org)

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

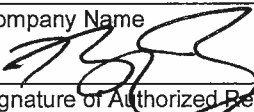
The Contractor agrees:

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

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

Z Contractors, Inc.

Company Name

 \_\_\_\_\_

05/25/21

Signature of Authorized Representative

Date

Blake Zapczynski

Print Name and Title

50500 Design Lane, Shelby Twp, MI 48315

Address, City, State, Zip

586-625-8899 / bzap@z-contractors.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

## STAFF EDUCATION and EXPERIENCE REPORT

## EMPLOYEE NAME

## TITLE

Noel (Ruel) Cruz	Project Manager
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## COMPANY NAME

## YEARS OF EXPERIENCE

Z Contractors, Inc.	5 with company 17 with other firms
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## EDUCATION: degree, year, school (inc city and state of school)

Bachelor of Science in Electrical Engineering, 1985, Mapua Institute of Technology, Manila, Philippines
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Mr. Cruz is Project Manager experienced with GLWA as well as other municipal projects. He has over 18 years of experience in construction with a strong experience in project management, contract administration and design implementation, especially skilled at building effective, productive working relationships with clients. His experience includes overseeing projects with water and sewer & pump stations. Mr. Cruz manages multiple projects: coordinate all phases of the project from project start to project close-out, review of project submittals to ensure compliance with technical specification, communicate with suppliers, subcontractors, Project Designers/ Architects and Owner Representatives, prepares monthly schedule updates, progress billing and prepares As-Built Drawings and Equipment & Operations and System Manuals and facilitates equipment start-up and testing.

## SPECIFIC EXPERIENCE

YEARS	PROJECT I.D.	ROLE & PROJECT DESCRIPTION
2021-current	M-46 Pump Station Rehab Client: MDOT JN.: 73063 CS.: 132945 ZCI: 202106	1.Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs 2. Role: Project Manager 3. Contract Amount: \$ 985,000 4. Owner: MDOT – Bay City TSC 5. Prime Contractor: Z Contractors, Inc 6. Kirk Habowski, 2950 East Wilder Road, Bay City, MI 48706, Habowski, Kirk (MDOT) <HabowskiK2@michigan.gov>, Phone: (989) 225-5978
2021-current	I-94 and 9 Mile Road Pump Station Rehab Client: MDOT JN.: 30111 CS.: 132924 ZCI: 202101	1.Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs 2. Role: Project Manager 3. Contract Amount: \$ 1,928,414 4. Owner: MDOT – Macomb TSC 5. Prime Contractor: Z Contractors, Inc 6. Ryan Jones, Beam. Longest and Neff, 51151 W. Pontiac Trail, Wixom, MI 48393, Ryan Jones <rjones@b-l-n.com>, Phone: (248) 863-2762
2020-current	M-20 Pump Station Rehab Client: MDOT JN.: 37021 CS.: 132949 ZCI: 202009	1.Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs 2. Role: Project Manager 3. Contract Amount: \$ 888,543 4. Owner: MDOT – Mt. Pleasant TSC 5. Prime Contractor: Z Contractors, Inc

		6. Collin Lorenz, MDOT Mt. Pleasant TSC, 1212 Corporate Drive, Mt. Pleasant, MI 48858, Lorenz, Collin (MDOT) <LorenzC4@michigan.gov>, Phone: (989) 274-2499
2020-current	Northwest Pump Station Flow Diversion Client: City of Flint DPW SRF No.: 5696-01 ZCI: 202015	1. Construction of Flow Diversion Chamber, 28" HDPE Direction al Drilling, Mechanical and Electrical 2. Role: Project Manager 3. Contract Amount: \$ 3,019,189 4. Owner: City of Flint Public Works 5. Prime Contractor: Z Contractors, Inc 6. Greg Gucoma, P.E., 4494 Elizabeth Lake Rd, Waterford, MI 48328, Gregory Gucoma <ggucwa@dlz.com>, Phone: (248) 681-7800
2020-current	Gratiot Ave. PRV and Meter Pit Reconstruction Client: Chesterfield Township SD JN: CH19001 ZCI: 202012	1. Demolition of Old PRV and Construction of New PRV Station and Electrical 2. Role: Project Manager 3. Contract Amount: \$ 663,435 4. Owner: Chesterfield Township Public Works 5. Prime Contractor: Z Contractors, Inc 6. Don Coddington, DPW-Director, 52216 Sierra Drive, Chesterfield, MI 48047, Coddington, Don <DCoddington@chesterfieldtpw.org>, Phone: (586) 649-6351
2020-current	Soundwall Repair Along I-696 (Service Drive) Client: MDOT JN.: 63102 CS.: 208477 ZCI: 202005	1. Structure rehabilitation, retaining wall repair, bridge railing patching, cap repair and approach work 2. Role: Project Manager 3. Contract Amount: \$ 1,209,895 4. Owner: MDOT 5. Prime Contractor: Z Contractors, Inc. 6. Gina Red Craig P.E., MDOT Oakland TSC, 800 Vanguard Drive, Pontiac, MI 48341, RedG@michigan.gov, Phone: (248) 451-2423
2019-2020	North Gratiot Interceptor Gate Replacement and Pump Addition Client: Macomb County JN: WWS-2019-018 ZCI: 201930	1. Replacement of Slide Gates and Actuators and Installation of Additional Pump and Electrical 2. Role: Project Manager 3. Contract Amount: \$ 267,580 4. Owner: Macomb County Public Works 5. Prime Contractor: Z Contractors, Inc 6. John Arvai, P.E., Wade Trim, 25251 Northline Road, Taylor, MI 48180, Arvai, John <jarvai@wadetrim.com>, Phone: (734) 947-9700
2019-2020	Hildebrandt Drain Pump Station Rehab Client: Macomb County JN: WWS-2018-013 ZCI: 201929	1. Demolition of Existing Pump Station and Construction of New Pump Station 2. Role: Project Manager 3. Contract Amount: \$ 744,706 4. Owner: Macomb County Public Works 5. Prime Contractor: Z Contractors, Inc 6. Gus Dahoui, P.E., Spalding DeDecker, 905 East South Blvd., Rochester Hills, MI 48307, Dahoui, Gus <gdahoui@sda-eng.com>, Phone: (248) 844-5400
2019-current	Woodingham Pump Station Replacement Client: City of East Lansing	1. Demolition of Existing Pump Station and Construction of New Pump Station 2. Role: Project Manager 3. Contract Amount: \$ 5,561,515 4. Owner: City of East Lansing

	SRF No. 5632-01 ZCI: 201903	5. Prime Contractor: Z Contractors, Inc 6. Sally Duffy, P.E. HRC, 555 Hulet Drive, Bloomfield Hills, MI 48302, Duffy Sally <SDuffy@hrcengr.com>, Phone: (248) 454-6583
2019-2020	Fort Street Bridge Park Client: MotorCities National Heritage ZCI: 201924	1. Construction of Park, Landscaping, Irrigation and Water Features 2. Role: Project Manager 3. Contract Amount: \$ 725,703 4. Owner: MDOT Lansing 5. Prime Contractor: Z Contractors, Inc 6. Mike Franklin, PEA, 7927 Nemco Way, Suite 115, Brighton, MI 48116, Mike Franklin <mfranklin@peagroup.com>, Phone: (517) 546-8583
2019-2020	I-75 and Champaign Pump Station Rehab Client: MDOT JN.: 82191 CS.: 113471 ZCI: 201906	1. Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs 2. Role: Project Manager 3. Contract Amount: \$ 1,285,881 4. Owner: MDOT – Taylor TSC 5. Prime Contractor: Z Contractors, Inc 6. Jeffrey Horne, P.E. , MDOT Taylor TSC, 6510 Telegraph, Taylor, MI 48170, HorneJ@michigan.gov, Phone: (313) 375-2427
2018-current	Joe Campau Greenway Improvements Client: DEGC ZCI: 201830	1. Asphalt Pathway, Drainage Structures, Site Furnishings, Landscaping, Electrical/ Communication 2. Role: Project Manager 3. Contract Amount: \$ 3,386,703 4. Owner: MDOT – Detroit Economic Growth Corp. 5. Prime Contractor: Z Contractors, Inc 6. Steve Buows, P.E., Mannik & Smith Group, 65 Cadillac Square, Suite 3311, Detroit, MI 48226, Steve Bouws SBouws@manniksmithgroup.com>, Phone: (313) 961-9500
2018-2019	South Huron River Drive and Edwards/ Gildersleeve Pump Station Replacement Client: Monroe County JN.: 5661-01 ZCI: 201827	1. Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs 2. Role: Project Manager 3. Contract Amount: \$ 1,161,587.42 4. Owner: Monroe County Drain Commissioner 5. Prime Contractor: Z Contractors, Inc 6. Terry Woodward, P.E. , Fishbeck, Thompson, Carr and Huber, Inc., 39500 MacKenzie Drive, Suite 100, Novi, MI 48377, Woodward, Terry L. <tlwoodward@FTCH.com> Phone: (248) 324-2111
2018-2019	Raw Water Sampling Modification System Client: GLWA Contract# CON-247 ZCI: 201806	1. Raw Water Sampling Improvement, Southwest Water Treatment Plant 2. Role: Project Manager 3. Contract Amount: \$ 607,750 4. Owner: Great Lakes Water Authority 5. Prime Contractor: Z Contractors, Inc. 6. Shakil Ahmed, Great Lakes Water Authority, 14700 Moran Road, Allen Park, MI 48101, Shakil Ahmed <Shakil.Ahmed@glwater.org>, Phone: (313) 928-0204

2018-2019	Arlene Pump Station Rehabilitation Client: MDOT JN.: 25032 CS.: 119434 ZCI: 201802	<ol style="list-style-type: none"> <li>1. Pump station rehabilitation including removal and replacement of mechanical and electrical components and structure upgrades and repairs</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 1,095,873</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Armando Lopez, P.E. , MDOT Davison TSC, 9495 E Potter Rd, Davison, MI 48423, LopezA@michigan.gov, Phone: (810) 653-7470</li> </ol>
2017-Current	Lake Okonoka Habitat Restoration Project Contract No. 20490.000 ZCI: 201729	<ol style="list-style-type: none"> <li>1. Fish Habitat Restoration, Belle Isle, Detroit, Wayne County</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 4,472,990</li> <li>4. Owner: Friends of the Detroit River</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Sam Lovall, 20600 Eureka Road, Taylor, MI 48180, sam.lovall@gmail.com, Phone: (734) 288-3889</li> </ol>
2017-2018	Lift Station #2 Contract No. J&A #17916 ZCI: 201720	<ol style="list-style-type: none"> <li>1. Construction of a new triplex submersible sanitary pump station with a building to house the electrical, controls, SCADA and process piping, West Bloomfield Twp, Oakland County.</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 1,577,951</li> <li>4. Owner: Charter Township of West Bloomfield</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Greg Gucwa, P.E., Johnson &amp; Anderson, 4494 Elizabeth Lake Rd, Waterford, MI 48328, ggucwa@ja-engr.com, Phone: (248) 681-7800</li> </ol>
2017-2018	Rehabilitation of Pump Station I-94 at M-39 Client: MDOT JN.: 82022 CS.: 113476 ZCI: 201702	<ol style="list-style-type: none"> <li>1. Pump Station Rehabilitation, City of Allen Park, Wayne County</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 1,306,911</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Jeffrey Horne, P.E. , MDOT Taylor TSC, 6510 Telegraph, Taylor, MI 48170, HorneJ@michigan.gov, Phone: (313) 375-2427</li> </ol>
2017-2018	Rehabilitation of Pump Station at 3 Locations in Detroit Client: MDOT JN.: 82025 CS.: 111464 ZCI: 201707	<ol style="list-style-type: none"> <li>1. Pump Station Rehabilitation, City of Detroit, Wayne County</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 2,803,218</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Bonnie Yu, P.E., MDOT Detroit TSC, 1060 West Fort Street, Detroit, MI 48226, YuB@michigan.gov, Phone: (313) 967-5412</li> </ol>
2017	Dingell Drive Retaining Wall and AOA Fence Rehab Client: WCAA Contract No.: 1600406 ZCI: 201623	<ol style="list-style-type: none"> <li>1. Retaining Wall and AOA Fence Rehabilitation, Dctroit Metro Wayne County Airport</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 3,093,923</li> <li>4. Owner: Wayne County Airport Authority</li> <li>5. Prime Contractor: Z Contractors, Inc.</li> <li>6. Ethan Fulton, WCAA, LC Smith Terminal – Mezzanine, Detroit, MI 48242, Ethan.Fulton@wcaa.us, Phone: (734) 247-2819</li> </ol>

2017	Soundwall Repair Along I-696 (Service Drive) Client: MDOT JN.: 63102 CS.: 131853 ZCI: 201703	<ol style="list-style-type: none"> <li>0.25 Miles of Soundwall Repair, Huntington Woods and Oak Park, Oakland County</li> <li>Role: Project Manager</li> <li>Contract Amount: \$ 384,388</li> <li>Owner: MDOT</li> <li>Prime Contractor: Z Contractors, Inc.</li> <li>Gina Red Craig P.E., MDOT Oakland TSC, 800 Vanguard Drive, Pontiac, MI 48341, RedG@michigan.gov, Phone: (248) 451-2423</li> </ol>
2016	Neff Road Pumping Station Client: GLWA Contract No.: SCP-PC-016-G ZCI: 201528	<ol style="list-style-type: none"> <li>Neff Road Pumping Station Sanitary Flowmeter Replacement, City of Grosse Pointe</li> <li>Role: Project Manager</li> <li>Subcontract Amount: \$ 432,836</li> <li>Owner: Great Lakes Water Authority</li> <li>Prime Contractor: Z Contractors, Inc.</li> <li>Beena Chackunkal, P.E., Great Lakes Water Authority, 9300 West Jefferson Ave., Detroit, MI 48209, Beena.Chackunkal@glwater.org, Phone: (313) 297-9825</li> </ol>
2016	Bridge Removal & Replacement on Hazel St. over Kilfoil Drain Client: MDOT JN.: 82004 CS.: 118545 ZCI: 201619	<ol style="list-style-type: none"> <li>Bridge Removal and Replacement, City of Lincoln Park, Wayne County</li> <li>Role: Project Manager</li> <li>Contract Amount: \$ 1,027,176</li> <li>Owner: MDOT</li> <li>Prime Contractor: Z Contractors, Inc</li> <li>Tynetta Muhammad, MDOT Taylor TSC, 6510 Telegraph Road, Taylor, MI 48180, MuhammadT@michigan.gov, Phone: (313) 375-2416</li> </ol>
2012-2016	Underground Electrical Ductbank Repairs EB-1, EB-2 & EB-10 Primary Service Improvements Client: DWSD Contract No.: PC-783	<ol style="list-style-type: none"> <li>15 kV Switchgear Rehab and Roadwork, WWTP, Detroit, Wayne County</li> <li>Role: Project Engineer/ Manager</li> <li>Contract Amount: \$ 27,620,000</li> <li>Owner: Detroit Water &amp; Sewerage Department (GLWA)</li> <li>Prime Contractor: Weiss Construction Co., LLC</li> <li>Philip Kora, P.E., DWSD, Waste Water Treatment Plant, 9300 W. Jefferson, Detroit, MI 48209, Philip.Kora@glwater.org, Phone: (313) 297-5909</li> </ol>



## STAFF EDUCATION and EXPERIENCE REPORT

EMPLOYEE NAME	TITLE
Mark Gilsbach	General Manager / Superintendent

COMPANY NAME	YEARS OF EXPERIENCE
Z Contractors, Inc.	<u>9</u> with company <u>27</u> with other firms

EDUCATION: degree, year, school (inc. city and state of school)
Graduated Utica High School, Utica, MI

LICENSES AND REGISTRATIONS

Mr. Gilsbach is General Manager of Operations at Z Contractors and is the General Superintendent of all field operations. Mark has extensive familiarity of expedited MDOT projects. He has coordinated construction and allocated resources on several MDOT bridge replacement and rehabilitation projects and has been involved in many of MDOT's high profile projects over the years. He has over 30 years of bridge construction experience with new, rehabilitation, and widening projects involving interchanges with curved flyovers, railroad grade separations, major viaducts comprised of simple-span and multi-span bridges with up to 7 spans over water, pedestrian bridges, and bascule structures. He also has experience with underground utilities, piling, sinking caissons, and tunnel approach structures. His experience includes project coordinating and resources allocation on 5 design-build projects for MDOT.

## SPECIFIC EXPERIENCE

YEAR S	PROJECT I.D.	ROLE & PROJECT DESCRIPTION
2018- Current	I-94 @ 2 <sup>nd</sup> Ave & Brush, Detroit Client: MDOT JN: 82024-113125 ZCI: 201833	<ol style="list-style-type: none"> <li>1. Removal and replacement of two structures and approach work.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Contract Amount: \$ 37,155,512.65</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Z Contractors, Inc.</li> <li>6. Percentage of time spent on the project: 100%</li> <li>7. Olukayode (Kay) Adefeso, P.E. – MDOT Detroit TSC, 1060 W. Fort St, Detroit, MI 48216, adefesoo@michigan.gov, Phone (313) 965-6350</li> </ol>
2017- Current	Lake Okonoka Habitat Restoration Project Contract No. 20490.000 ZCI: 201729	<ol style="list-style-type: none"> <li>1. Fish Habitat Restoration, Belle Isle, Detroit, Wayne County</li> <li>2. Role: Project Manager</li> <li>3. Contract Amount: \$ 4,472,990</li> <li>4. Owner: Friends of the Detroit River</li> <li>5. Prime Contractor: Z Contractors, Inc</li> <li>6. Percentage of time spent on the project: 75%</li> <li>7. Sam Lovall, 20600 Eureka Road, Taylor, MI 48180, sam.lovall@gmail.com, Phone: (734) 288-3889</li> </ol>
2016- Current	Church St Client: MDOT JN: 63102 CS: 122582 ZCI: 201613	<ol style="list-style-type: none"> <li>1. Drainage system, railing and substructure repair, tree, road, and parking lot removals, concrete slab construction, and drainage replacement at three pedestrian plaza structures on Church Street over I-696 in the cities of Southfield and Oak Park.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Contract Amount: \$ 6,435,708.08</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Z Contractors, Inc.</li> <li>6. Percentage of time spent on the project: 75%</li> <li>7. Jason Early, P.E. – Fishbeck, 39255 Country Club Drive Suite B-25, Farmington Hills, MI 48331, jrearly@ftch.com, Phone (248) 324-2133</li> </ol>

2015-2016	M-10, Detroit Client: MDOT JN.: 82112 CS.: 127772 ZCI: 201523	<ol style="list-style-type: none"> <li>Hot mix asphalt removal and resurfacing, concrete retaining wall, shoulders, curb, gutter, sidewalk and ramps, steel sheet piling, and utility relocation along southbound M-10 between Meyers Road and McNichols Road.</li> <li>Role: Coordinate Field Operations and Allocate Resources</li> <li>Contract Amount: \$ 1,824,563.37</li> <li>Owner: MDOT</li> <li>Prime Contractor: Z Contractors, Inc.</li> <li>Percentage of time spent on the project: 50%</li> <li>Dan Grupido, P.E. - Detroit TSC, 1060 W Fort St., Detroit, MI 48226, grupidod@michigan.gov, Phone (810) 650-0865</li> </ol>
2014-2016	M-1 Rail Bridges, Detroit, MI Client: Stacy & Witbeck ZCI: 201407	<ol style="list-style-type: none"> <li>M-1 Rail Bridges - 2 Bridges (Woodward over I-75 &amp; Woodward over I-94) and Retaining Wall.</li> <li>Role: Coordinate Field Operations and Allocate Resources</li> <li>Contract Amount: \$18,623,757.61</li> <li>Owner: M-2 Rail</li> <li>Prime Contractor: Stacy &amp; Witbeck</li> <li>Sub Contractor – Z Contractors, Inc.</li> <li>Percentage of time spent on the project: 100%</li> <li>Tom Gilman, Project Manager. – Stacy &amp; Witbeck, 1120 West Baltimore St., Detroit, MI 48202, tgilman@stacywitbeck.com, Phone (804) 349-8252</li> </ol>
2010 - 2011	I-696 Bridges, Roseville, MI JN:50061 CS:106597	<ol style="list-style-type: none"> <li>Deck replacement &amp; widening, substructure patching, concrete surface coating, deep concrete overlay, joint replacement, backwall repair, railing replacement, slope paving repair, approach work, &amp; maintaining traffic on 9 structures.</li> <li>Role: Coordinate Field Operations and Allocate Resources</li> <li>Contract Amount: \$10,224,137.44</li> <li>Owner: MDOT</li> <li>Prime Contractor: Posen Construction</li> <li>Sub Contractor: Z Contractors, Inc.</li> <li>Percentage of time spent on the project: 25%</li> <li>Denoris Everett, P.E., Michigan Department of Transportation, 38257 Mound Road Sterling Heights, MI 48310, everettd@michigan.gov, Phone: (313) 967-5216</li> </ol>
2010-2011	Fort St Viaduct from Schaefer Rd to Oakwood Blvd., Detroit, MI Client: MDOT JN: 82073 CS: 79724	<ol style="list-style-type: none"> <li>1.07 mi of hot mix asphalt reconstruction, curb &amp; gutter, valley gutter, storm sewer, watermain replacement, lighting, signing, pavement marking, landscaping, sidewalks &amp; ramps, shared used pathway &amp; 4 stairways &amp; 8 retaining walls removed, replacement of 6 viaduct retaining walls, bridge replacement &amp; removal, &amp; filling void under structure.</li> <li>Role: Coordinate Field Operations and Allocate Resources</li> <li>Contract Amount: \$28,960,169.43</li> <li>Owner: MDOT</li> <li>Prime Contractor: Posen Construction</li> <li>Percentage of time spent on the project: 50%</li> <li>Roger Teale, P.E., Michigan Department of Transportation, 1400 Howard Street, Detroit, MI 48216, tealer@michigan.gov, Phone: (313) 965-6350</li> </ol>
2008-2010	I-696 & Mound Rd Interchange, Warren & Centerline, MI Client: MDOT JN: 50061 CS: 50594	<ol style="list-style-type: none"> <li>4.51 mi of ramp reconstruction, drainage improvements, sign replacement, pavement marking, shoulder lighting replacement &amp; rehabilitation of 22 structures.</li> <li>Role: Coordinate Field Operations and Allocate Resources</li> <li>Contract Amount: \$24,151,887.83</li> <li>Owner: MDOT</li> <li>Prime Contractor: Posen Construction</li> <li>Percentage of time spent on the project: 25%</li> <li>Denoris Everett, P.E., Michigan Department of Transportation, 38257 Mound Road Sterling Heights, MI 48310, everettd@michigan.gov, Phone: (313) 967-5216</li> </ol>
2008-2010	Farm Lane from Mt. Hope Rd. to Wilson Rd.,	<ol style="list-style-type: none"> <li>1.32 mi of hot mix asphalt road construction and widening, roadway drainage, lighting and landscaping on Farm Lane from Mt. Hope Rd north to Wilson Rd on Service Rd from west of Farm Lane to east of Farm Lane and on Trowbridge Rd from west of Farm</li> </ol>

	Campus of MSU, East Lansing, MI Client: MDOT JN.: 33010 CS.: 90270	<p>Lane to east of Farm Lane, pump station in the northeast quadrant of Farm Lane and Service Rd, watermain and irrigation system along Farm Lane and Service Rd, construct bridge, temporary shoo-fly tracks and permanent track work, and steel piled cut-off walls.</p> <ol style="list-style-type: none"> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Contract Amount: \$21,514,000.16</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Posen Construction</li> <li>6. Percentage of time spent on the project: 25%</li> <li>7. Jeremy McDonald, P.E. - Lansing TSC, 3101 Technology Blvd, Suite H, Lansing, MI 48910, mcdonaldj6@michigan.gov, Phone (517) 324-2260</li> </ol>
2007-2010	M-10 from Jefferson Ave. to Greenfield Rd., Detroit, MI Client: MDOT JN: 82112 CS: 45681	<ol style="list-style-type: none"> <li>1. 11.47 mi of freeway rehabilitation, ramp rehabilitation and realignment, bridge rehabilitation and replacement, retaining wall rehabilitation on M-10 from Jefferson to Greenfield.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources.</li> <li>3. Contract Amount: \$55,678,431.96</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Posen Construction</li> <li>6. Percentage of time spent on the project: 100%</li> <li>7. Victor Judnic, P,E- HNTB (248) 249-1084</li> </ol>
2006	M-39 under Rotunda, Paul, Warren and Tireman, Detroit and Dearborn, MI Client: MDOT JN.: 82192, CS.: 51514	<ol style="list-style-type: none"> <li>1. Two (2) Bridge Replacements and Two (2) Superstructure Replacements and Approach Work.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Contract Amount: \$9,038,700.67</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Posen Construction</li> <li>6. Percentage of time spent on the project: 100%</li> <li>7. Mike Gorman, P.E. – Taylor TSC, 6510 Telegraph Rd, Taylor, MI 48180, GormanM@michigan.gov, Phone (313) 375-2400</li> </ol>
2004-2005	I-75 from Carpenter Rd. to 8 Mile Rd., Hamtramck, Highland Park and Detroit, MI Client: MDOT JN.: 82022, CS.: 45648	<ol style="list-style-type: none"> <li>1. The project involved the repair and replacement of Bridges and Approach and Ramp Reconstruction.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Contract Amount: \$35,206,631.21</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: Posen Construction</li> <li>6. Percentage of time spent on the project: 100%</li> <li>7. Roger Teale, P.E., Michigan Department of Transportation, 1400 Howard Street, Detroit, MI 48216, tealer@michigan.gov, Phone: (313) 965-6350</li> </ol>
2002-2003	I-75 from Goddard Road to Rouge River, Allen Park, MI Client: MDOT JN.: 82194, CS.: 45699	<ol style="list-style-type: none"> <li>1. Replacement and Repair of Bridges, Valley Gutter, Barrier Wall and Electrical – Posen's work: Bridge and Miscellaneous Pavement.</li> <li>2. Role: Project Estimating and Construction Field Engineering, Safety Support and Project Coordination</li> <li>3. Subcontract Amount: \$31,535,812.50</li> <li>4. Owner: MDOT</li> <li>5. Prime Contractor: John Carlo</li> <li>6. Sub Contractor: Posen Construction</li> <li>7. Percentage of time spent on the project: 100%</li> <li>8. Mike Gorman, P.E., Michigan Department of Transportation, 25185 Goddard Rd., Taylor, MI 48180, gormanm@michigan.gov, Phone (313) 375-2400</li> </ol>
1998-2000	New Tiger Ballpark (Later renames Comerica Park) Detroit, MI	<ol style="list-style-type: none"> <li>1. The project included nearly all of the substructure concrete for the facility including walls, dougout and foundations.</li> <li>2. Role: Coordinate Field Operations and Allocate Resources</li> <li>3. Subcontract Amount: \$11,000,000.00</li> <li>4. Owner: Illich Holdings</li> <li>5. Sub Contractor: Posen Construction</li> </ol>

		6. Percentage of time spent on the project: 100% 7. Sid Perkins, Hunt Construction Group, 2450 South Tibbs Avenue Indianapolis, IN 46241, Phone: (317) 227-7800
1996-1997	Lafayette Blvd. over M-10 and US-12 and Bagley Ave. Ramp over M-10 in Detroit, MI JN.: 81111, CS.: 38936	1. Design and Construction of Proposed Deck Replacement and Coating Existing Structures. 2. Role: Coordinate Field Operations and Allocate Resources 3. Contract Amount: \$3,538,280.00 4. Owner: MDOT 5. Prime Contractor: Posen Construction 6. Percentage of time spent on the project: 100% 7. Lou Kovach, Contact Information Unknown



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Z Contractors, Inc. 50500 Design Lane Shelby Township, MI 48315	<b>INSURER A:</b> Zurich American Insurance Company	16535
	<b>INSURER B:</b> American Guarantee and Liability Insurance	26247
	<b>INSURER C:</b> Starr Indemnity & Liability Company	38318
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W19886056      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project/Per Job Aggregate <input checked="" type="checkbox"/> Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 0901173-02	01/15/2021	01/15/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 1438498-02	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			AUC 1441995-02	01/15/2021	01/15/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 1438499-02	01/15/2021	01/15/2022	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Blkt Installation Floater (SEE BELOW)			ITC100065060121	01/15/2021	01/15/2022	Each Jobsite \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Pollution Liability - Broadened Coverage for Covered Autos Away from Premises and in or on a covered designated unit only - INCLUDED.  
SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>James Werygnie</i>

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Z Contractors, Inc. 50500 Design Lane Shelby Township, MI 48315	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Blanket Installation Floater Coverage
- \$300,000 - Per Jobsite/Catastrophe Limit; \$2,500 Deductible
- \$300,000 - Riggers Liability
- Included - Transit Coverage
- Included - Blanket LP, MTGEE Coverage
- \$300,000 - Temporary Storage Coverage
- \$10,000 - Waterborne Coverage
- \$25,000 Business Personal Property
- \$100,000 Expediting Expense
- \$10,000 Sewer Backup
- \$100,000 Contract Penalties
- \$25,000 Limited Fungus

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability as per written contract ATIMA as allowed by law.  
 Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation as permitted by law as per written contract ATIMA as allowed by law. Umbrella/Excess Follows Form.



**50500 DESIGN LANE • SHELBY TOWNSHIP, MI. 48315**

**PHONE 586-625-8899 FAX 586-726-8481**

**Equal Employment Opportunity Policy Statement**

It is the policy of Z Contractors, Inc. to cooperate with applicable Federal, State, and local regulations in regards to Equal Employment Opportunity and Affirmative Action.

It is the policy of Z Contractors, Inc. not to discriminate against any qualified employee or applicant for employment because of race, religion, creed, color, age, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, height, weight, marital status, veteran status, disability, or any other classifications protected by applicable Federal, State, and local laws. This company will take affirmative action to ensure an equal employment opportunity to all qualified persons, and that employees are treated equally during employment regardless of race, religion, creed, color, age, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, height, weight, marital status, veteran status, disability, or any other classifications protected by applicable Federal, State, and local laws. Such action shall include but are not limited to:

1. Employment, promotion, demotion, or transfer
2. Recruitment and recruitment advertising
3. Layoff or termination
4. Rates of pay or other forms of compensation
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on the job training

John Eckman has been named the Equal Employment Opportunity Officer for Z Contractors, Inc. and he has the responsibility for actively administering and promoting any active program of equal employment opportunity within the company.

Z Contractors, Inc.

  
\_\_\_\_\_  
Blake Zapczynski  
President

  
\_\_\_\_\_  
John Eckman  
EEO Officer

1/25/2021  
Date

***AA/EQUAL OPPORTUNITY EMPLOYER***



GRETCHEN WHITMER  
Governor

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
Lansing

PAUL C. AJEGBA  
Director

April 22, 2021

Z Contractors, Inc.  
50500 Design Ln  
Shelby Township MI 48315-3124

07130  
(586) 625-8899

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$116,755,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2023.

2000	Ba	Concrete Pavement Patching And Widening
20000	Ea	Grading, Drainage Structures & Agg. Cons
116755	Fa	Bridges And Special Structures
2000	Fb	Structural Steel(Erection)
10000	Fd	Pumphouses
800	J	Concrete C, C&G, Driveways, Sidewalks
5000	K	Sewers and Watermains
1000	N7	Waterproofing

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka  
Manager  
Construction Contracts Section  
Contract Services Division



## Contractor Quality Control Plan

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

- A. Implementation of the Quality Control Plan.
- B. Monitor testing procedures to assure conformance with project testing requirements.
- C. Coordinate and monitor the work of the Quality Control Technicians.
- D. Communicate with subcontractors and applicable supplier QC personnel regarding any quality related issues.
- E. Distribute the Quality Control Plan to all persons that have an effect on the quality of the work performed.
- F. Document any deficiencies, implement corrective procedures to resolve the deficiencies, and implement procedures to prevent a reoccurrence of the deficiencies.
- G. Submit daily carbon copy Quality Control Test & Corrective Action reports on site to the project engineer's representative.

May 25, 2021

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

RE: Principal: Z Contractors, Inc.  
Project: Sequoia Lift Stations Replacement Project, ITB #4670

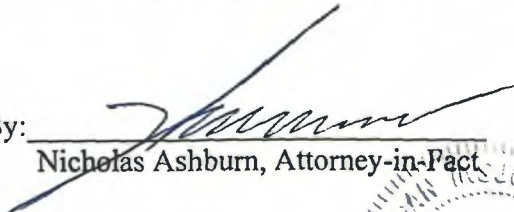
To Whom It May Concern:

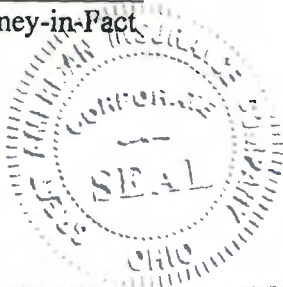
It is the privilege of Guy Hurley, LLC and Great American Insurance Company to provide surety bonds on behalf of Z Contractors, Inc. In our opinion, Z Contractors, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Great American Insurance Company provides a \$50,000,000 single project / \$100,000,000 aggregate surety program to Z Contractors, Inc. If awarded a contract, it is our intention to supply payment and performance bonds in the face amount of the bid. As always, Great American Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or your affiliates if for any reason we do not execute such bonds.

Great American Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A + (FSC XV) by A.M. Best Company.

Very truly yours,  
Great American Insurance Company

By:   
Nicholas Ashburn, Attorney-in-Fact



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICHOLAS ASHBURN	ALL OF	ALL
PAUL M. HURLEY	ROCHESTER HILLS, MICHIGAN	\$100,000,000
HOLLY NICHOLS		
ROBERT D. HEUER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of APRIL, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of APRIL, 2020,

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of May, 2021



*Atty L C. B.*

Assistant Secretary





## Z CONTRACTORS DRUG AND ALCOHOL POLICY

Z Contractors is committed to a drug and alcohol free workforce and workplace for our employees.

The safety of the public and our employees demand that our employees perform their jobs unimpaired by the effects of alcohol and controlled substances that alter the performance of job functions.

Z Contractors has developed a comprehensive drug-free and alcohol-free program in order to eliminate alcohol and controlled substances from its workforce.

It is the policy of Z Contractors that the unlawful manufacture, distribution, dispensing, use, sale, purchase, transfer, possession, or presence in one's system, of any controlled substance (except medically prescribed drugs per Federal regulations), or alcohol, by any employee while on company premises, a company job site, engaged in Company business, while operating Company equipment, or while acting as an agent, or under the authority of Z Contractors., is strictly prohibited.

Employees are expected to perform their duties free from the effects of alcohol and drugs. It is our intent to preserve the privacy and personal dignity of each employee, ensuring that all testing is highly confidential. However, if you have any medication or physical limitations that may interfere with your job performance and/or that you would need accommodation for, it is your responsibility to let the HR/Safety Department know within 182 days. Employee drug and alcohol testing results and records are maintained under strict confidentiality by Z Contractors. The drug testing laboratory, and the Medical Review Officer. Results cannot be released without the written consent of the employee. Exceptions to these confidentiality provisions are limited to a decision-maker in arbitration, litigation, or administrative proceedings arising from a positive test.

**Required tests:** The following circumstances under which an employee may undergo drug and alcohol tests are as described below and by receipt of this policy, you are acknowledging that you will consent to any testing required.

1. Pre-employment - Drug
2. Post-accident - Drug and Alcohol
3. Random - Drug and Alcohol
4. Reasonable cause or suspicion - Drug and Alcohol
5. Returning to work - Drug and Alcohol
6. Follow up testing - Drug and Alcohol

**Pre-employment:** Applicants will be subject to controlled substance urinalysis testing prior to commencing employment with Z Contractors. Refusal to submit to testing, will automatically terminate the application process or rescind a conditional offer of employment.

Controlled substances for pre-employment testing typically include a Rapid M Cup 10A panel test: Marijuana (THC), Cocaine, Opiates (Codeine, Morphine, Hydromorphone, Hydrocodone, Heroin, Oxycodone, Oxymorphone), Methadone, Amphetamines, Phencyclidines (PCP), Benzodiazepines, Barbiturates, Ecstasy (MDMA), Methamphetamines (MDA), and pH/Nitrites will be administered. DOT Drivers are subject to government regulations for collection and analysis.

Any potential employee testing positive for controlled substances will not be hired and cannot re-apply for a minimum of 3 months. Any employee testing Negative-Dilute, or who is released due to tampering or interfering with the natural result, may re-take the test, observed, within 24 hours, with company discretion, but they must incur the cost At the time of testing. Applicants who have received employment offers are cautioned against giving notice at their current place of employment until after clearance has been received.



**Post-accident:** Any individual involved in an injury, incident, or accident may be required to provide a urine sample for controlled substances and/or Breath Alcohol Test. If there is any reason to believe that drugs or alcohol may have been a possible contributing factor, testing may occur up to 32 hours for Controlled Substance and 12 hours for BAT, following the incident or accident, or within the same timeframes following the report of the incident or accident.

The employee must report the incident immediately and be ready for testing. This does not prevent the employee from leaving the scene of an accident in order to request assistance or receive medical assistance.

Controlled substances for post-accident testing typically include a Rapid M Cup 10A panel test: Marijuana (THC), Cocaine, Opiates (Codeine, Morphine, Hydromorphone, Hydrocodone, Heroin, Oxycodone, Oxymorphone), Methadone, Amphetamines, Phencyclidines (PCP), Benzodiazepines, Barbiturates, Ecstasy (MDMA), Methamphetamines (MDA), and pH/Nitrites will be administered. DOT Drivers are subject to government regulations for collection and analysis. Any employee testing Negative-Dilute, or released due to tampering or interfering with the natural result, may re-take the test, observed, within 24 hours, with company discretion, but they must incur the cost at the time of testing.

Late reporting of 30 days or more following the incident/accident or refusal to submit to a post-accident or injury drug or alcohol test may result in disciplinary action up to, and including, termination from employment. In some instances, on-site public officials may administer alcohol testing at the scene of an accident. This will be accepted by Z Contractors for testing purposes if results are forwarded to Z Contractors. An employee testing positive for drugs and/or alcohol at the scene of the accident will not be allowed to continue to drive. He or she is to follow the public official's instructions until instructions are received from Z Contractors.

If the employee is so seriously injured and cannot provide a specimen at the time of an accident, he/she shall provide the necessary authorization for obtaining hospital reports that would indicate whether there were any controlled substances in his/her system. Again, positive controlled substance, or alcohol post-accident tests, may be reason to immediately remove from the job and for disciplinary action up to and including termination from employment. Please see disciplinary actions listed below.

**Random Testing:** Statistically random, unannounced test, before, during, or after performing a job function. Employees are randomly selected for controlled substance and alcohol testing by a computer-based system using a random number generator function. Testing is unannounced and all employees have an equal chance of being selected. It is possible to be selected more than once within a calendar year. Random drug testing may be performed at anytime during employment. Random drug and alcohol tests are performed at a minimum rate of 2 employees per month. The employee will have no notice and will be escorted by the Safety Dept., or authorized driver to the nearest collection site.

Controlled substances for Random testing typically include a Rapid M Cup 10A panel test: Marijuana (THC), Cocaine, Opiates (Codeine, Morphine, Hydromorphone, Hydrocodone, Heroin, Oxycodone, Oxymorphone), Methadone, Amphetamines, Phencyclidines (PCP), Benzodiazepines, Barbiturates, Ecstasy (MDMA), Methamphetamines (MDA), and pH/Nitrites will be administered. DOT Drivers are subject to government regulations for collection and analysis.

Any employee testing Negative-Dilute, or released due to tampering or interfering with the natural result, may re-take the test, observed, within 24 hours, with company discretion, but they must incur the cost at the time of testing. Refusal to submit to random testing will be treated as a positive test. Positive results will result in immediate removal from job functions and the employee will receive disciplinary action up to, and including, termination from employment. Please see disciplinary actions listed below.

**Reasonable Cause or Suspicion Testing:** Reasonable suspicion for requiring an employee to submit to a drug test or alcohol test shall be deemed to exist when an employee manifests physical or physiological symptoms of reactions commonly attributed to the use of controlled substance, or alcohol. In addition, reasonable cause may





**Z CONTRACTORS™**

include behavior such as actions or conduct displayed by the employee that are characteristic of drug and/or alcohol use. Also, reasonable cause may include drug paraphernalia or objects resembling drug paraphernalia found in the employees' possession. Observations can be made any time the employee is at work for North Creek Supply, LLC. Upon observation of appearance, conduct, speech, body odor, or behavior that is characteristic for alcohol or drug use, arrangements shall be made to transport the individual to an approved medical facility for testing. The following conditions are some signs of possible alcohol or drug use (not all-inclusive): Abnormally dilated or constricted pupils, flushed face, increased absences, erratic speech patterns, sudden weight loss, needle marks, change in personality, poor concentration, performance faltering, constant fatigue or hyperactivity, smell of alcohol, slurred speech, difficulty walking, or slowed reaction rate. The individual will be monitored until the arriving at the collection site.

Alcohol testing must be administered within 12 hours. Controlled substance testing for reasonable suspicion must be administered within 32 hours of observation and documented. Refusal to submit to a reasonable suspicion test will be treated as a positive test.

Controlled substances for Reasonable Suspicion testing typically include a Rapid M Cup 10A panel test: Marijuana (THC), Cocaine, Opiates (Codeine, Morphine, Hydromorphone, Hydrocodone, Heroin, Oxycodone, Oxymorphone), Methadone, Amphetamines, Phencyclidines (PCP), Benzodiazepines, Barbiturates, Ecstasy (MDMA), Methamphetamines (MDA), and pH/Nitrites will be administered. DOT Drivers are subject to government regulations for collection and analysis.

If the result does not come back negative and the sample is sent to the lab as a "non-negative" for further evaluation, the employee will be removed/suspended from the job until the results are received. The employee will be instructed not to drive his vehicle and to find a ride home.

Any employee testing Negative-Dilute or released due to tampering or interfering with the natural result may re-take the test, observed, within 24 hours, with company discretion, but they must incur the cost at the time of testing. Positive test results for controlled substance or alcohol will result in removal from the job and disciplinary action up to, and including termination from employment. Please see disciplinary actions listed below.

**Prior to Returning to Work:** An employee who had previously failed a drug or alcohol test must have a negative test result prior to returning to work and the employee is responsible for incurring the cost of the follow-up test.

**Follow up Testing:** If an employee returns to work following a positive drug or alcohol test, he or she may be tested for a period of time established by Z Contractors on a random basis.

**Disciplinary Action for testing positive for a random, post-accident or suspicious behavior drug and/or alcohol test:** The following action will be taken at a minimum. However, additional action up to and including termination may be taken: If the employee tests positive, he must be suspended from work for thirty (30) days; referred to a program of treatment or rehabilitation; provide a negative follow-up test before returning at his cost and may be subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

Employees are required to submit to the testing process for the tests described in this program immediately following notification. Refusal to undergo testing shall be deemed as "positive" and result in the individual being immediately removed from the job and disciplinary action up to and including termination from employment.

Employees who have been laid off or away from work for an extended period of time and have not continued to participate in Z Contractors Program, will be required to take a Return-to-Work drug test prior to resuming normal duties.



## MEDICAL REVIEW OFFICER (MRO)

Employees who test positive or whose specimen indicates an altered specimen will be contacted by the Medical Review Officer. Discussions between the MRO and employee are confidential. If medically supported reasons exist to explain positive results, the MRO will report results as negative. The MRO must forward to the employer written test results.

### SUBSTANCE ABUSE PROFESSIONAL (SAP)

A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Employees with a positive test result that are suspended and not terminated from employment may be referred to an SAP at the employee's expense. Employee may be returned to their position after the 30 day suspension, after providing a negative result on the follow-up drug/alcohol test, incurred at their expense.

**Record Keeping:** The controlled substance and alcohol-testing program shall be monitored by the Safety and HR Department to assure compliance with the program.

I further consent to authorize the release of all information generated by or obtained from my participation in the substance testing program to Z Contractors its agents, representatives, insurers and appropriate governmental agencies or courts, including but not limited to the state unemployment or workers' compensation commissions and the Department of Transportation.

To the extent allowed by applicable law, I release and hold harmless, individually and collectively, each person or business entity involved in the sample request, collection, testing, evaluation, reporting and for any decisions, adverse or otherwise, made concerning my application for employment or benefits eligibility based on the test results.

Questions regarding this policy should be directed to the Safety or the Human Resources Department. Phone number is 586.625.8899 ext. 107

**Z Contractors retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy supersedes all prior policies.**

**I have read and understand Z Contractors drug and alcohol policy and by signing this form I acknowledge that I will follow it to its entirety.**

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Print Name

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Signature

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Date



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

December 21, 2020

Ms. Lauren Erstad  
Z Contractors, Inc.  
50500 Design Lane  
Shelby Township, MI 48315

Dear Ms. Erstad:

Subject: 2021 On-The-Job Training (OJT) Program Allocation(s): 3

Based upon our review of your firm's average gross receipts of the Michigan Department of Transportation's (MDOT) federal-aid projects for the preceding three fiscal years, your firm has been assigned OJT allocation(s) as indicated above in the subject line for 2021.

Failure to comply with MDOT's OJT Program can impact your firm's pre-qualification rating and prompt an Equal Employment Opportunity Compliance Review.

- The enclosed Contractor Yearly Training Plan (MDOT Form 0181) is due no later than April 30<sup>th</sup>, 2021.
- A Request for On-the-Job Trainee Approval (MDOT Form 0190) must be completed for new trainees, along with a copy of the training program and submitted to the Office of Business Development (OBD) for approval.

Forms can be submitted electronically to [MDOT-OJT@Michigan.Gov](mailto:MDOT-OJT@Michigan.Gov).

The OJT Program Manual, the OJT Special Provision, a resource directory, and OJT Program forms are available at [www.Michigan.Gov/OJT](http://www.Michigan.Gov/OJT) for your reference and use. Contractors should also subscribe to the OJT Fast Track Application for a list of candidates interested in being a part of the OJT Program at <https://pages.michiganconstruction.com/mdotojt-contractor>.

Please reach me at (517) 241-2981 or [SchroederP@Michigan.Gov](mailto:SchroederP@Michigan.Gov) with any questions.

Sincerely,

PaHua Schroeder  
Workforce Diversity Analyst  
Office of Business Development

Enclosure(s)





STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

March 31, 2021

Ms. Brooke Sebero  
Z Contractors, Inc.  
50500 Design Lane  
Shelby Township, Michigan 48315

Dear Ms. Sebero:

Subject: 2021 On-the-Job Training (OJT) Program Trainee Approval

The following individual is approved as an OJT Program trainee for the 2021 construction season for your firm.

<u>Trainee Name</u>	<u>Training Program</u>
Saul Quezada-Ojeda	Construction Craft Laborer

Please contact MDOT's OJT Program staff at (517) 335-1708 with questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K. B. Hryniewiecki", written over a horizontal line.

Kevin B. Hryniewiecki  
OJT Program Assistant  
Office of Business Development

cc: S. Quezada-Ojeda