MARGOLIS NURSERY Margolis Companies

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

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

Attn: Nicolas Jacob

Project: Fall 2025 / Spring 2026 Street Tree Purchase and Planting RFP# 25-37

August 15, 2025

Section A, Qualification and Experience

1&2 See Attached

3 No Subcontractors to be used

Section B, Workplace Safety

- 1 See Attached
- 3 There are no documented violations of MIOSHA and/or OSHA inspections for the last three years

Section C, Workforce Development

- 1 All worker to be paid prevailing wages
- 3 No 1099 employees to be used

Section D, Social Equity and Sustainability

- 1 54% of our work force resides in Ann Arbor/Washtenaw County
- 2 16% are Female and 65% are minorities
- 3 See Attached
- 4 No environmental violations and/or penalties in the past 5 years

Section F. Authorized Negotiator and/or Elements:

Merrill Bumstead, 734-482-0771 mbumstead@margoliscompanies.com Barry Margolis, 734-482-0771, bmargolis@margoliscompanies.com

No alternate items for consideration

No exception to the time stipulated taken

Merrill Bumstead Project Manager

MARGOLIS NURSERY Margolis Companies

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

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

Attn: Nicolas Jacob

Project: Fall 2025 / Spring 2026 Street Tree Purchase and Planting RFP# 25-37

August 11, 2025

The following is a list of qualifications and references:

A.) References:

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

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

Fall 2022/Spring 2023 Street Tree Planting
City of Ann Arbor – Systems Planning Unit
Tiffany Giacobazzi, 734-794-6356, Urban Forestry & Natural Resources Planner
Work Consisted of:
Furnish, Transport and planting trees
Excavation, plant, and backfill each location
Exercise reasonable care to protect existing conditions
Furnish and place mulch
Remove excess material
Water, maintain and guarantee trees

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

Work consisted of:

Grading and topsoil spreading

Plants, trees and shrubs

Irrigation

Seeding and restoration

Strom water mitigation

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

Work consisted of:

Grading and topsoil spreading

Plants, trees and shrubs

Complete automatic Irrigation system

Sodding, Seeding and restoration

Wetland mitigation

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

Work consisted of:

Trees, Shrubs, Perennials

Topsoil preparation

Lawn seeding

Athletic field seeding

Athletic skinned infield and warning track surfacing

Clay Pitcher mounds

Clay baseball and softball batter boxes

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

Work Consisted of:

Site Furnishing

Brick Pavers

Complete Irrigation System

Plants, trees, and shrubs

Wetland mitigation

Site clearing, topsoil, and site grading

Sub-drainage, and planting soil

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

Work consisted of:

New parking lot with storm sewer

Concrete Curb and Gutter

Landscaping plants and restoration

Site Furnishing

Slag path and asphalt path

Clearing and grubbing

New water service and electric service

New observation decks

Wetland and prairie restoration

Joan Binkow Residence, Joan Binkow 734-995-1650

Architect, David Michener, 734-665-4826

Work consisted of:

Retaining Walls

Paver walks & drive

Plantings, trees and shrubs

Site grading

Extensive site drainage

Seeding and restoration

List of parks and municipal projects completed by Margolis Companies:

Frisinger Park – City of Ann Arbor

Bader Park - City of Ann Arbor

Bird Hills Park – City of Ann Arbor

Gallup Park - City of Ann Arbor

Jaycee Park No. 1 – City of Lincoln Park

Marion Park - City of Lincoln Park

Lafeyette Park – City of Lincoln Park

Youth Center Park No. 3 – City of Lincoln Park

Ford School – Willow Run Schools

Holmes School - Willow Run Schools

Cheney School – Willow Run Schools

Thurston School - Willow Run Schools

Kaiser School - Willow Run Schools

Kettering School – Willow Run Schools

Brown Park – City of Ann Arbor

Burh Park - City of Ann Arbor

Green Briar Park – City of Ann Arbor

Canterbury Mews – Canton Township

Farmington Streetscape Phase VII - City of Farmington

Virginia Park – City of Ann Arbor

Beckley Park - City of Ann Arbor

Urban Sculpture – City of Ann Arbor

Cranbrook Park – City of Ann Arbor

Cloverdale Park - City of Ann Arbor

U of M Athlete Parking - University of Michigan

Baxter Park - City of Ann Arbor

Waymarket Park – City of Ann Arbor

Hoover St. Parking – University of Michigan

West Park - City of Ann Arbor

Belize Park – City of Ann Arbor

Esch Park – City of Ann Arbor

Lillie Park – Pittsfield Township

Mayfield Wildwood Park - City of Ann Arbor

Prospect Park - City of Ypsilanti

Recreation Park - City of Ypsilanti

Reflecting Pool – University of Michigan

Pittsfield School - Ann Arbor Schools

Fuller Pool – City of Ann Arbor

Switching Station – University of Michigan

Medical Center – University of Michigan

Romulus City Hall - City of Romulus

Westland Library - City of Westland

Fuller Rd. Relocation – City of Ann Arbor

Foxfire N., Kelly and Winchell Parks - City of Ann Arbor

N. Main and Huron Highland Parks - City of Ann Arbor

Helipad – University of Michigan

Boone Hall and H.H.S. Building - Eastern Michigan University

Crew Facilities - University of Michigan

Ypsilanti Public Library - City of Ypsilanti

Milan High School Athletic Fields - Milan Schools

Shadford Field - Ypsilanti Public Schools

Elizabeth Park – Wayne County Parks

Riverside Park – City of Ypsilanti

Plymouth Township Park – Plymouth Township

Ypsilanti High School – Ypsilanti Public Schools

Superior Township Hall – Superior Township

Creal Park - City of Ann Arbor

Rose and Ponds Park - City of Ann Arbor

Art School - University of Michigan

Bandemer Park – City of Ann Arbor

Golf Estates Park – Ypsilanti Township

C.) Employee Credentials:

Barry Margolis - President

Barry Margolis grew up with the business and has worked for Margolis Companies for over 50 Years. He has overseen all phases of construction from design to construction. He has experience in building restoration, concrete work, paver installation, and all types of landscaping.

Daniel Tochen – Operations Manager

Daniel Tochen is a graduate of the University of Wisconsin- Madison with a degree in communications. He spent 7 years living in Chicago working in sales, operations and customer service for multiple logistic brokerages and Cars.com. He joined Margolis Companies in 2023 as an operations manager and manages our crews, fleet, inventory, retail sales, and on-going projects.

Erin Margolis Tochen - Marketing and Communications Manager

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

Merrill Bumstead - Project Manager

Merrill Bumstead worked for Ypsilanti Asphalt Paving Co, for 15 years and is experienced in all phases of asphalt installation. He worked for Ypsilanti Excavating for 10 years and has experience in site preparation, utility installation, building footings, clearing and grubbing, mass grading to fine grading. He has been employed by Margolis Companies Inc. for the past 37 Years and has been Project Manager for the last 22 years.

Jared Perkins - Project Manager

Jared Perkins worked for Blue Fox Brick Paving and A.Z. Shmina Inc. for 12 years and has been with Margolis since 2007. Jared has 30 years' experience in the landscape/construction industry. He started in 2007 with Margolis as a Hardscape/Landscape foreman. In 2016 he worked his way up through the company to Sales/Project manager. He is knowledgeable in all aspects of the landscape industry.

Butch Wood - Superintendent

Butch Wood worked for Story Bros. for 5 years and has experience in all types of projects from utility installation to building preparation, operating equipment, building construction, and all phases of landscaping. Margolis Companies has employed him for the past 47 years.

Silas Meadows – Superintendent

Margolis Companies has employed Silas Meadows for the past 37 years. He has worked his way up from laborer to his present position. He has experience in all phases of landscaping, paver and wall installation.

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

Respectfully Submitted Merrill Bumstead Project Manager

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

MARGOLIS COMPANIES SAFETY PROGRAM

STATEMENT OF POLICY

Margolis Companies is dedicated to the safety of its employees and subcontractors and the prevention of losses on projects. Recognizing that accidents are expensive, both in dollars and human suffering, a formal program of loss prevention has been adopted by the Company for all projects.

Unsafe acts account for the majority of all injuries. Failure to think accounts for all unsafe acts. Our task, therefore, is to "Think Safety" at all times by making this program an integral part of the daily routine of each and every person.

Our task is more difficult because of the nature of the landscaping industry. To keep accidents and injuries to a minimum, each job superintendent must be dedicated to keeping safety on the minds of his men. Awareness of safe practices will eliminate the thoughtless accidents, which result in personal injury.

As President of Margolis Companies, Barry Margolis will be responsible for developing, maintaining and coordinating the accident prevention program.

Margolis' site supervisor will be responsible for the instruction of employees in proper safety procedures and administration of site, tool and equipment inspections. He will also be responsible for informing all subcontractors of this policy and enforcing their compliance.

PREFACE

Margolis Companies (hereafter referred to as "Margolis") is committed to conducting landscaping operations in the safest possible manner.

We request and expect full cooperation of all SUBCONTRACTORS and employees to effectively carry out this commitment.

This guide has been provided to familiarize all SUBCONTRACTORS and employees with Margolis' safety rules, procedures, and the guidelines for controlling jobsite accidents and injuries.

The safety rules listed on the following pages are minimum safety rule requirements of Margolis. You will be expected to comply with these rules.

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

SAFETY RULES

DRUG AND ALCOHOL:

Illegal and unauthorized substances and drugs, look alike drugs, synthetic drugs, alcoholic beverages, and drug paraphernalia are strictly prohibited on any Margolis construction site. Persons or SUBCONTRACTORS' employees found to be using, or in possession or concealment of any of the above mentioned unauthorized items will not be allowed on the Margolis jobsite. All employees, their vehicles, and personal property are subject to search and inspection before entering, while on, or departing the jobsites.

CONTRABAND AND FIREARMS:

Contraband, stolen property, firearms, weapons, explosives, and any other hazardous substances are strictly prohibited on any Margolis jobsite. Persons or employees found to be using, or in possession or concealment of any of the above unauthorized items will be removed from the jobsite and will not be allowed to return to the Margolis jobsite.

HAZARDOUS COMMUNICATIONS:

All Hazardous material containers will be properly labeled.

MEDICAL FACILITIES:

First aid supplies are available in the Margolis Foreman's truck. Emergency communication equipment is also available in a Foreman's truck. Each subcontractor should have a first aid kit in his or her office or truck.

ACCIDENT REPORTING:

All accidents are to be reported to the Margolis Foreman immediately after providing medical treatment to the injured. In addition, a copy of each accident report is to be provided to the Margolis Foreman.

CLOTHING:

Hard hats are to be worn on the jobsites, when overhead conditions warrant them.

Wear appropriate clothing including safety shoes and gloves when needed. No loose clothing or dangling jewelry is permitted. Shorts, tennis shoes, or sleeveless shirts are not allowed on the jobsite. Working without a shirt is not permitted.

PERSONAL EQUIPTMENT:

Subcontractors are required to follow all postings by the Margolis Foreman regarding personal equipment.

Ear protection (muffs or plugs) must be worn on all high noise level jobs.

Safety goggles must be worn when hammering, chipping, welding, grinding, and working in a dusty atmosphere, or during other operations where eye injury may result.

ELECTRICAL EQUIPMENT:

SUBCONTRACTORS are responsible for maintenance of their extension cords. Defective extension cords should be removed from service. OSHA does require daily inspection of extension cords for broken grounds, breaks in the insulation, etc., and does require testing of the extension cords and tools on a quarterly basis to assure that grounds are operative. SUBCONTRACTORS are expected to comply with the assured grounding program required by OSHA or use a GFCI system.

UTILITIES

Equipment operators and truck drivers must be cautioned not to operate closer than recommended distances from overhead electrical wires. If work is required within close proximity to these wires, consult with Margolis' Foreman about the possibility of relocating, de-energizing, or insulating wires to protect personnel.

EXCAVATIONS:

Excavations must be barricaded to protect pedestrians and vehicles. Soil and dirt must be piled at least 4 feet back from the edge of excavation

Excavations must be sloped per OSHA standards, shored, or safeguarded with a trench box when deeper than 5 feet. Check all excavation walls before entering and after a heavy rain or thaw.

MOTORIZED EQUIPMENT:

When equipment is shut down for the night, weekends, etc., buckets will be lowered to the ground and equipment immobilized so that youngsters or vandals cannot operate the equipment.

All engines will be shut off when refueling. Only authorized and properly instructed employees shall operate machinery, equipment, tools or vehicles.

A flagman should direct the backing up of a vehicle in congested areas.

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MATERIAL HOISTS:

All personnel must be instructed not to ride on material hoist equipment at any time.

FLAMMABLE STORAGE:

Gasoline and other flammables will be kept in NFPA approved containers, and storage requirements for quantities and types used will comply with Federal and Local regulations. Store flammables will be stored in properly labeled containers.

FIRE PROTECTION:

"No Smoking" signs should be posted and obeyed in areas where flammables are stored or used.

Good housekeeping practices are important. Combustible materials should be placed in trash barrels, and not permitted to accumulate in your work area.

Fire extinguishers are not to be tampered with or removed from assigned locations.

HOUSEKEEPING:

SUBCONTRACTORS are responsible for housekeeping conditions in their respective work areas. Aisles should always be maintained through the work area for the benefit of your personnel and others who must use the area.

Refuse and scraps should not be allowed to accumulate, particularly when they interfere with work flow or create additional fire hazards

Continuous clean up will help to reduce the exposure to accidents and fires, and make it easier for everyone to get their work accomplished.

POWER ACTUATED TOOLS:

Only employees who have been trained in the operation of the particular tool in use will be allowed to operate a power-actuated tool. Personal protective equipment (safety glasses) shall be worn when operating the tool.

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AFFIRMATIVE ACTION POLICY

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

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

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

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

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

E. Schedule of Pricing/Cost – 20 Points

City-Wide Tree Planting, City of Ann Arbor, Michigan Fall 2025 (500 trees)

Provide pricing (<u>unit price per tree planted</u>) and quantities for <u>all tree species bidder can acquire</u>, which may total more than 500 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 600 trees for the fall planting season. *Pricing provided shall be valid for the length of the contract.*Bid must include a minimum of 20 different species for the spring (2026) planting season, including, those specified as "required to bid" on bid sheet. *Note: This Agreement may be extended by the City Administrator for two* (2) additional one-year periods on the same terms and conditions provided both parties agree to the extension and subject to the annual appropriation of funds.

PRICING FOR AT LEAST 60% OF SPECIES ARE REQURED TO BID

Company:	Margolis	Companies
Company.	 J	/

Unit Price Bid -

Canada	Latin Name	Mature Size	# B&B Available	B&B Price per Tree
Common Name	Latin Name	Mature Size	Available	Planted
Paperbark maple	Acer griseum	Small	10	485.
Miyabei maple	Acer miyabei	Medium	15	380.
Red maple	Acer rubrum	Large	40	325.
Ohio buckeye	Aesculus glabra	Medium	20	430,
Horse chestnut	Aesculus hippocastanum	Large	20	430
Yellow buckeye	Aesculus octandra	Large	20	430,
Serviceberry	Amelanchier spp. (Specify sp/cultivar below)	Small	30	350,
Pawpaw	Asimina triloba	Small		-
River birch	Betula nigra	Large	20	350.
American hornbeam	Carpinus caroliniana	Medium	20	380,
Bitternut hickory	Carya cordiformis	Large	15	415,
Pignut hickory	Carya glabra	Large	15	415,
Hackberry	Celtis occidentalis	Large	20	380,
Katsura	Cercidiphyllum japonicum	Large	20	350,
Redbud	Cercis Canadensis	Small	50	380,
Yellowwood	Cladrastis lutea	Medium	30	460.
Flowering dogwood	Cornus florida	Medium	20	325,
Hardy rubber-tree	Eucommia ulmoides	Medium	> NB	
American beech	Fagus grandifolia	Large	15	350,

Ginkgo - male only	Ginkgo biloba	Large	30	380.
Kentucky coffeetree	Gymnocladus dioicus	Large	30	350:
Tuliptree	Liriodendron tulipifera	Large	30	325,
Sweetgum	Liquidambar styruciflua	Large	30	325,
Amur maackia	Maackia amurensis	Small	10	425,
Crabapple disease resistant cultivars	Malus spp. (Specify cultivar)	Small	50	325,
Dawn redwood	Metasequoia glyptostroboides	Large	30	350,
Blackgum	Nyssa sylvatica	Medium	-	
Hophornbeam	Ostrya virginiana	Medium	15	415,
London planetree	Platanus x acerifolia	Large	30	325,
Ornamental cherry Black knot resistant cultivars	Prunus spp. (Specify species below)	Small	20	360
White oak	Quercus alba	Large	15	395,
Swamp white oak	Quercus bicolor	Large	15	395.
Bur oak	Quercus macrocarpa	Large	15	395.
Chinquapin oak	Quercus muehlenbergii	Medium	15	395.
Chestnut oak	Quercus prinus (montana)	Large	15	395,
Northern red oak	Quercus rubra	Large	15	360,
Japanese tree lilac	Syringa reticulate	Small	15	350,
Bald cypress	Taxodium distichum	Large	20	350,
American basswood	Tilia americana	Large	30	350,-
Silver linden	Tilia tomentosa	Large	30	405,
Accolade elm	Ulmus x 'Accolade'	Large	30	350,
American elm Dutch elm disease resistant cultivars	Ulmus Americana	Large	30	325.

Price per tree watering on a bi-weekly basis during guarantee period: \$ _______

City-Wide Tree Planting, City of Ann Arbor, Michigan Spring (2026) (500 trees)

Provide pricing (<u>unit price per tree planted</u>) and quantities for <u>all tree species bidder can acquire</u>, which may total more than 500 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 600 trees for the fall planting season. *Pricing provided shall be valid for the length of the contract.*Bid must include a minimum of 20 different species for the spring (2026)planting season, including, those specified as "required to bid" on bid sheet. *Note: This Agreement may be extended by the City Administrator for two (2) additional one-year periods on the same terms and conditions provided both parties agree to the extension and subject to the annual appropriation of funds.*

PRICING FOR AT LEAST 60% OF SPECIES ARE REQURED TO BID

Company:	Margolis	Companies
Company.		——————————————————————————————————————

Unit Price Bid -

			# B&B	B&B Price
Common Name	Latin Name	Mature Size	Available	per Tree
				Planted
Paperbark maple	Acer griseum	Small	20	485.
Miyabei maple	Acer miyabei	Medium	20	380.
Striped maple	Acer pensylvanicum	Small	-	
Red maple	Acer rubrum	Large	_ 50	325.
Ohio buckeye	Aesculus glabra	Medium	20	430.
Horse chestnut	Aesculus hippocastanum	Large	20	430.
Yellow buckeye	Aesculus octandra	Large	20	430,
Serviceberry	Amelanchier sp. (Specify spp/Cultivar)	Small	30	350,
Pawpaw	Asimina triloba	Small		-
River birch	Betula nigra	Large	30	350.
American hornbeam	Carpinus caroliniana	Medium	30	380,
Butternut hickory	Carya cordiformis	Large	15	415.
Shagbark hickory	Carya ovata	Large	15	425.
Hackberry	Celtis occidentalis	Large	30	380.
Katsura	Cercidiphyllum japonicum	Large	30	350.
Redbud	Cercis Canadensis	Small	50	380.
Yellowwood	Cladrastis lutea	Medium	30	460.
Flowering dogwood	Cornus florida	Medium	30	325.
Hardy rubber-tree	Eucommia ulmoides	Medium	-	_
American beech	Fagus grandifolia	Large	20	350,
Ginkgo - male only	Ginkgo biloba	Large	30	380.

Honeylocust (thornless	Gleditsia triacanthos var.	Large		
variety)	inermis	Large	30	355.
Kentucky coffeetree	Gymnocladus dioicus	Large	30	350,
Tuliptree	Liriodendron tulipifera	Large	50	325.
Amur maackia	Maackia amurensis	Small	20	425.
Crabapple disease resistant cultivars	Malus spp. (Specify cultivar)	Small	50	325,
Dawn redwood	Metasequoia glyptostroboides	Large	30	350.
Blackgum	Nyssa sylvatica	Medium	.—	
Hophornbeam	Ostrya virginiana	Medium	20	415,
London planetree	Platanus x acerifolia	Large	30	325
Ornamental cherry Black knot resistant cultivars	Prunus spp. (Specify cultivar)	Small	30	380,
White oak	Quercus alba	Large	30	395,
Swamp white oak	Quercus bicolor	Large	30	395.
Bur oak	Quercus macrocarpa	Large	30	395,
Chinquapin oak	Quercus muehlenbergii	Medium	15	395.
Chestnut oak	Quercus prinus (montana)	Large	15	395.
Northern red oak	Quercus rubra	Large	30	380,
Sassafras	Sassafras albidum	Large	-	#
Japanese tree lilac	Syringa reticulate	Small	30	350.
Bald cypress	Taxodium distichum	Large	30	350,°
Accolade elm	Ulmus x 'Accolade'	Large	30	350,
American elm Dutch elm disease resistant cultivars	Ulmus Americana	Large	30	325,

Price per tree watering on a bi-weekly basis during guarantee period: \$ _______

ATTACHMENT A GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered $\frac{\text{Morl}}{\text{N}}$, 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 15 th DAY OF August , 2025

Margolis Companies

Bidder's Name

9600 Cherry Hill

Menul Burnsten

Authorized Signature of Bidder

Yosilanti, MI 46198 Merrill Bunstead

Official Address (Print Name of Signer Above)

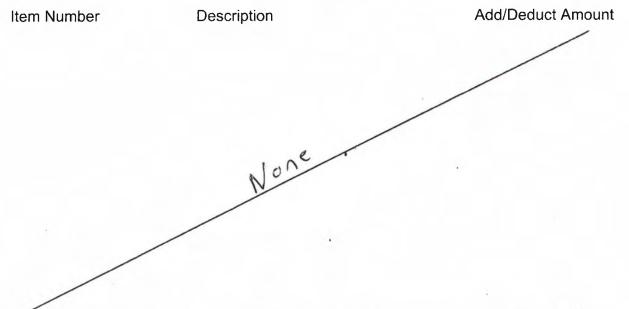
734-482-0771 mbunstead e margalis companies, com Telephone Number Email Address for Award Notice

Material, Equipment and Environmental Alternatives

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.



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 Menul Burnston Date 8-15-25

Potential Source(s) of Tree Stock

Fall (2025) (Attach additional sheets, if necessary)

Grower Name	Location where trees grown (City, State)		
Margalis Nursery	Yps, lant. , MI.		
Stein Koff Nulsery	Shover, MI.		
Christensta's	Plymouth, MI.		
Lake County Nursery	Perry OH		
Schichtels Nursery	Spring ville, NY		
Mchutchison, Inc	wayne, NJ		

Spring (2026)

Grower Name	Location where trees grown (City, State)
Margolis Nursery	Ypsilanti, MI
Stein Kuff Nuisery	Snover, MI
Christensens	Plynouth, MI.
Lake County Nuisery	Perry OH
schichtels Nursery	Spring ville, NY
Mc Hutch ison Inc	wayne, NJ
	*

ATTACHMENT B 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 Men, II Bunstead, bearing the office titl
of froject Manager, whose signature is affixed to this Bid, is authorized to execute contracts
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority
A limited liability company doing business under the laws of the State of, whom bearing the title of, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the
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 count of, whose members are (list all members and the street and mailing address ceach) (attach separate sheet if necessary):
* An individual, whose signature with address, is affixed to this Bid: (initial here)
Authorized Official
Menul Burnsted Date 8-15 -, 2025
(Print) Name Merrill Bunstead Title Project Manager
Company: Margolis Companies
Address: 9600 Cherry Hill Ypsilanti, MI 48198
Contact Phone (734) 462-0771 Fax (734) 462-3870
Email <u>mbumstead e Margolis companies.</u> Com

ATTACHMENT C 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 has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Margolis Companies	
Company Name 7	
Menel Burneten 8-15-25	
Signature of Authorized Representative Date	
Merrill Bunstead Project Manager	
Print Name and Title 9600 Cherry Hill Ypsilant, MI 48198	
Address, City, State, Zip mbunstead @ margolis companies.	COM
734-482-0771 Mounstead @ Margois companies	
Phone/Email address	

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

PW

ATTACHMENT D

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 twelvementh 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	agrage:
ıne	Contractor	or Grantee	anrees

(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 \$17.08/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 \$19.04/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
ĹXIJ	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

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

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

Margolis Conpanies Company Name	9600 Cherry 14ill Street Address		
Menil Binster 8-15-25	Ypsilanti, MI 46198		
Signature of Authorized Representative Date	City, State, Zip		
Merrill Bunstead Manager	734 - 462 - 0771		
Print Name and Title m b o m	Phone/Email address 15 tead e Margolis companies. Con		

ATTACHEMENT F



Vendor Conflict of Interest Disclosure Form

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

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

- 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.
- 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	() Relationship to employee		
officials or immediate family members with whom there may be a potential conflict of interest.	() Interest in vendor's company () 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 I contents are true and correct to my k certify on behalf of the Vendor by my s	nowledge an	d belief and I have the authority to so	
Margolis Companies		734-482-0771	
Vendor Name		Vendor Phone Number	
Menel Burnsten	8-15-25	Merrill Bunstend	
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

ATTACHMENT G

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.

Margolis Con	n panies .		
Company Name			
Men Surested Signature of Authorized Representative	8-15-25		
Signature of Authorized Representative	Date		
Merrill Bumstead	Project Manag	er .	
Print Name and Title			
9600 Cherry Hill	Ypsilanti, MI	48198	
Address, City, State, Zip			
734 - 462-0771	mbunstead e m	angalis companies. co	N
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