

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bailey Excavating, Inc.

PO Box 660

Jackson, MI 49204

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

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

OWNER:

(Name, legal status and address)

City of Ann Arbor

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

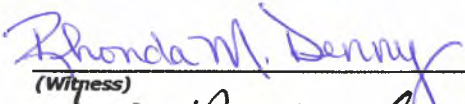
PROJECT: Third & Mosley Water Main and Resurfacing Project - Watermain Replacement-Improvements, Curb & Gutter, Paving, Restoration
(Name, location or address, and Project number, if any)

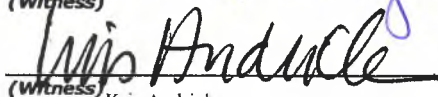
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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


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

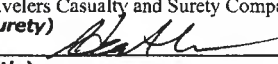
Signed and sealed this 13th day of January, 2022



(Witness)


(Witness) Kris Andrick

Bailey Excavating, Inc.
(Principal)  (Seal)

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

(Title) Heather Buonodono, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

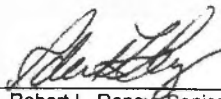
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather Buonodono** of **LANSING** , **Michigan** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **January**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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 warranties 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 3th DAY OF January, 2022.

Bailey Excavating, Inc.

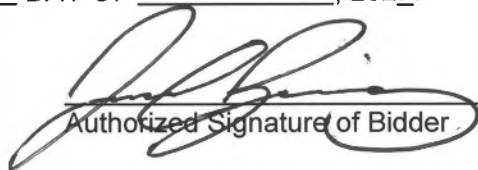
Bidder's Name

1073 Toro Drive, Jackson, MI 49201

Official Address

517-750-3030

Telephone Number


Authorized Signature of Bidder

Jacob W. Bailey

(Print Name of Signer Above)

jacobbaily@bailey-excavting.com; rhondablair@bailey-excavting.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

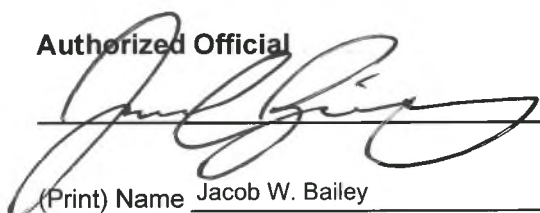
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

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

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

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

Authorized Official



Date January 13, 2022

(Print) Name Jacob W. Bailey Title Vice President/Estimator

Company: Bailey Excavating, Inc.

Address: 1073 Toro Drive-Jckson, MI 49201

Contact Phone () 517-750-3030 Fax () N/A

Email jacobbailey@bailey-excavating.com

BID FORM
SCHEDULE OF PRICES

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130	Protective Fencing	Ft	400	\$ 7.50	\$ 3,000.00
201	General Conditions, Max \$135,000 (10%)	LS	1	\$ 135,000.00	\$ 135,000.00
202	Project Supervision, Max \$35,000 (2.5%)	LS	1	\$ 35,000.00	\$ 35,000.00
203	Minor Traffic Control, Max \$65,000 (5%)	LS	1	\$ 65,000.00	\$ 65,000.00
204	Digital Audio Visual Coverage	LS	1	\$ 1,750.00	\$ 1,750.00
205	Certified Payroll Compliance and Reporting	LS	1	\$ 15,000.00	\$ 15,000.00
206	"No Parking" Sign	Each	27	\$ 95.00	\$ 2,565.00
207	Type III Lighted Barricade, Furn. & Oper.	Each	15	\$ 75.90	\$ 1,138.50
208	Sign, Portable, Changeable Message, Furn & Oper	Each	2	\$ 2350.00	\$ 4,700.00
209	Plastic Drum, Lighted, Furn. & Oper.	Each	75	\$ 26.31	\$ 1,973.25
210	Temporary Type B Signs, Furn & Oper	SF	802	\$ 4.55	\$ 3,649.10
211	Temporary Type B Sign, Special, Furn & Oper	SF	68	\$ 4.66	\$ 316.88
212	Sidewalk Barricade, Furn & Oper	Each	8	\$ 70.84	\$ 566.72
213	Lighted Arrow, Type C, Furn & Oper	Each	2	\$ 506.00	\$ 1,012.00
214	Clean-Up & Restoration, Special, Max \$25,000 (1.7%)	LS	1	\$ 25,000.00	\$ 25,000.00
215	Pedestrian Type II Channelizer, Temp	LF	300	\$ 11.81	\$ 3,543.00
216	Pedestrian Path, Temp	LF	100	\$ 45.00	\$ 4,500.00
217	Pedestrian Ramp, Temp	Each	4	\$ 500.00	\$ 2,000.00
218	Irrigation System, Protection and Maintenance	LS	1	\$ 7,500.00	\$ 7,500.00
220	Adjust Structure Cover, Modified	Each	13	\$ 825.00	\$ 10,725.00
221	Additional Depth Structure Cover, Adjust/Repair	Each	7	\$ 375.00	\$ 2,625.00
222	Structure Cover, Special	Lbs	4200	\$ 4.27	\$ 17,934.00
230	Sewer Any Size or Depth, Remove	Lft	120	\$ 29.91	\$ 3,589.20
231	Dr Structure, Any Size or Type, Rem	Each	8	\$ 1,395.00	\$ 11,160.00
240	Water Main Pipe Abandonment, Modified	LF	1483	\$ 24.16	\$ 35,829.28
241	Fire Hydrant Assembly Abandonment	Each	3	\$ 925.00	\$ 2,775.00
242	6 inch Temporary Water Main Line Stop	Each	2	\$ 6,075.00	\$ 12,150.00
243	8 inch Temporary Water Main Line Stop	Each	2	\$ 6,405.00	\$ 12,810.00
244	12 inch Temporary Water Main Line Stop	Each	2	\$ 7,450.00	\$ 14,900.00
				\$	437,711.93
TOTAL THIS PAGE (BF-1) (Also to be entered on BF-4)					

BID FORM						
SCHEDULE OF PRICES						
Item	Description	Unit	Estimated Quantity	Unit Price		Total Price
245	6 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
246	8 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
247	12 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 775.00	\$	1,550.00
248	Tapping Sleeve, Valve and Well, Remove	Each	1	\$ 999.00	\$	999.00
250	Fire Hydrant Assembly	Each	3	\$ 5,597.67	\$	16,793.01
260	Pavement Removal, Any Thickness	SY	3750	\$ 13.39	\$	50,212.50
262	Remove Concrete Curb or Curb and Gutter - Any Type, Mo	LF	1400	\$ 10.65	\$	14,910.00
263	Remove Concrete Sidewalk, Ramp, and Drives - Any Thick	SF	3060	\$ 1.75	\$	5,355.00
264	Maintenance Gravel	Ton	200	\$ 30.00	\$	6,000.00
265	Subgrade Undercutting and Backfill, Type IIB, Modified	CY	150	\$ 50.00	\$	7,500.00
266	Machine Grading, Modified (Third)	Sta	4.7	\$ 3,550.00	\$	16,685.00
267	Machine Grading, Modified (Mosely)	Sta	10.5	\$ 3,725.00	\$	39,112.50
268	Flowable Fill (Backfill)	Cyd	5	\$ 205.00	\$	1,025.00
269	Non-Hazardous Contam'd Material Handling & Disposal	Cyd	50	\$ 95.00	\$	4,750.00
270	21AA Limestone - C.I.P	Cyd	880	\$ 62.00	\$	54,560.00
273	Cold-Milling HMA Surface	SY	2370	\$ 7.71	\$	18,272.70
274	Hand Patching, Modified	Ton	10	\$ 475.00	\$	4,750.00
275	HMA, 4E1 -Top Course	Ton	710	\$ 145.12	\$	103,035.20
277	HMA,4E1 - Base Course	Ton	415	\$ 146.30	\$	60,714.50
280	Concrete Curb and Gutter, Conc, Det SD-R-1, Special	LF	1000	\$ 33.50	\$	33,500.00
282	4" Concrete Sidewalk	SF	380	\$ 7.45	\$	2,831.00
283	6" Concrete Sidewalk, Ramp, or Drive Approach	SF	200	\$ 9.95	\$	1,990.00
284	6" Concrete Sidewalk, Ramp, or Drive Approach-HE	SF	2065	\$ 10.15	\$	20,959.75
285	Concrete Type M Drive Opening, HE	LF	400	\$ 35.00	\$	14,000.00
287	Detectable Warning, Cast In Place	SF	30	\$ 50.00	\$	1,500.00
290	Sprayable Thermoplastic, White, 12 inch	Lft	565	\$ 6.05	\$	3,418.25
291	Sprayable Thermoplastic, White, 24 inch Stop Bar	Lft	105	\$ 12.10	\$	1,270.50
TOTAL THIS PAGE (BF-2) (Also to be entered on BF-4)				\$		488,793.91

BID FORM
SCHEDULE OF PRICES

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
295	Fertilizer, Chemical Nutrient, CL A	Lbs	115	\$ 5.15	\$ 592.25
296	Mulch Blanket, High Velocity	Syd	845	\$ 1.36	\$ 1,149.20
297	Seeding, Mixture THM	Lbs	50	\$ 4.95	\$ 247.50
298	Topsoil Surface, Furn, 4 inch	Syd	845	\$ 5.10	\$ 4,309.50
320	RCP, Sewer, C76, CL-IV, 12 inch, Tr Det I	LFt	120	\$ 76.65	\$ 9,198.00
335	SDR 35, PVC Tee	Each	2	\$ 225.00	\$ 450.00
350	SDR 35, PVC Riser	Vft	10	\$ 84.16	\$ 841.60
353	SDR 35, PVC Service Lead 4 inch	LF	40	\$ 67.12	\$ 2,684.80
367	Single Inlet	Each	11	\$ 1,775.00	\$ 19,525.00
400	12 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	1110	\$ 175.96	\$ 195,315.60
401	8 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	596	\$ 150.93	\$ 89,954.28
410	12" 11.25° Bend	Each	1	\$ 695.00	\$ 695.00
411	12" 22.5° Bend	Each	2	\$ 695.00	\$ 1,390.00
412	12" 45° Bend	Each	24	\$ 745.00	\$ 17,880.00
413	8" 11.25° Bend	Each	2	\$ 395.00	\$ 790.00
415	8" 45° Bend	Each	19	\$ 445.00	\$ 8,455.00
416	12" x 8" Reducer	Each	1	\$ 695.00	\$ 695.00
417	12" x 6" Reducer	Each	3	\$ 595.00	\$ 1,785.00
418	8" x 6" Reducer	Each	3	\$ 395.00	\$ 1,185.00
430	12" x 12" x 12" Tee	Each	5	\$ 1,250.00	\$ 6,250.00
431	12" x 12" x 8" Tee	Each	1	\$ 1,250.00	\$ 1,250.00
432	8" x 8" x 8" Tee	Each	2	\$ 775.00	\$ 1,550.00
442	8" Gate Valve-in-Box	Each	1	\$ 2,084.00	\$ 2,084.00
443	12" Gate Valve-in-Box	Each	1	\$ 3,278.80	\$ 3,278.80
446	12" Gate Valve-in Well	Each	4	\$ 6,110.15	\$ 24,440.60
460	Excavate and Backfill for Water Service Tap and Lead	LFt	335	\$ 41.78	\$ 13,996.30
482	Gate Valve-in-Box Abandonment	Each	2	\$ 495.00	\$ 990.00
483	Gate Valve-in-Well Abandonment	Each	1	\$ 795.00	\$ 795.00
TOTAL THIS PAGE (BF-3) (Also to be entered on BF-4)				\$	411,777.43

BID FORM**SCHEDULE OF PRICES**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
516	6" Wrapped Edge Drain	Lft	1045	\$ 17.21	\$ 17,984.45
702	Inlet Filter	Each	19	\$ 125.00	\$ 2,375.00
703	Silt Fence	LF	400	\$ 4.65	\$ 1,860.00
	TOTAL THIS PAGE (BF-4) (Also to be entered below)			\$ 22,219.45	
	TOTAL FROM PAGE BF-1			\$ 437,711.93	
	TOTAL FROM PAGE BF-2			\$ 488,793.91	
	TOTAL FROM PAGE BF-3			\$ 411,777.43	
	TOTAL FROM PAGE BF-4			\$ 22,219.45	
	TOTAL BASE BID			\$ 1,360,502.72	

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

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

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

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

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

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

Signature of Authorized Representative of Bidder  Date 1/13/22

BID FORM

Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder



Date 1/13/22

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.

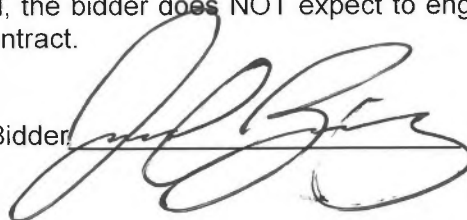
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Cadillac Asphalt	HMA Paving	\$153,116.00
T&D Concrete- Minority	Concrete	\$70,258.00
PK Contracting	Pavement Marking	\$4,262.50
Spartan Barricade	Signs Traffic	\$16,541.80

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 1/13/22

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: Bailey Excavating, Inc.
Social Security or Federal Employer I.D. #: 38-2009278
Address: 1073 Toro Drive
City: Jackson State: Michigan Zip: 49201

Type of Organization (circle one below):

Individual Partnership (Corporation) Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1973

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

John W. Bailey, Jacob W. Bailey, Jordan W. Bailey

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:

N/A

Bailey Excavating, Inc.
1073 Toro Drive
Jackson, Michigan 49201

Federal ID Number: 38-2009278

#5

Contact: Rhonda L. Blair

Officer's:

John W. Bailey -CEO/President
Jacob W. Bailey -Vice President
Jordan W. Bailey- Treasurer

Type of Business: Construction-Streets,Excavation,Site Development,Watermain & Storm/Sanitary Sewer

Physical Address: 1073 Toro Drive -Jackson, Michigan **49201**

Year Corporation Formed: 1973 49 Years in Business 46 Employees

KEY PERSONNEL

Name	Title	Experience/Years	
JOHN W. BAILEY	PRESIDENT	43 YEARS	OWNER
JACOB W. BAILEY	V.P./MANAGER/ESTIMATOR	10 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	36 YEARS	PROJECTS
STEVE LOGAN	FOREMAN	25 YEARS	PROJECTS
RHONDA L. BLAIR	EXECUTIVE FINANCIAL DIRECTOR	38 YEARS	OFFICE

Equal Opportunity Employer

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

Customer
CITY OF ANN ARBOR
PROCUREMENT UNIT
100 NORTH FIFTH AVENUE
ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

Name	Soc Sec No. Class Mar Exemp.	R:	Hours Worked This Job							Tot	Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #
			11/15 Mon	11/16 Tue	11/17 Wed	11/18 Thu	11/19 Fri	11/20 Sat	11/14 Sun				Fed. Fica Med State	Local Other Total	
FRED CARPENTER	***-**-0216	R:	0.000	0.000	0.000	0.000	2.000	0.000	0.000	2.000	38.015	76.03	124.05	0.00	63755
	ENGI0324- 006 A-2 Group 1 Frmn										+25.140FR		82.59	175.01	
	Married 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1330.41	19.31		880.84
	WHITE Male										+0.000FR	34hrs	48.61	449.57	
DYLAN L CONNELLY	***-**-6662	R:	0.000	0.000	0.000	8.000	8.000	0.000	0.000	16.000	31.120	778.03	174.88	0.00	63758
	LABO465-001 CL5 -Washtenaw										+13.920FR		77.03	178.45	
	Single 0 O:		0.000	0.000	0.000	6.000	0.000	0.000	0.000	6.000	46.685	1242.51	18.01		741.33
	WHITE Male										+13.920FR	38hrs	52.81	501.18	
WILLIAM J. DAVIS	***-**-4126	R:	0.000	0.000	0.000	8.000	0.000	0.000	0.000	8.000	36.863	377.87	129.19	13.75	63761
	ENGI0324-006 Area2 Group 1										+25.142FR		85.25	500.09	
	Married 0 O:		0.000	0.000	0.000	1.500	0.000	0.000	0.000	1.500	55.313	1373.16	19.93		566.52
	WHITE Male										+25.142FR	35.5hrs	58.43	806.64	
MARK J. IRVING	***-**-0896	R:	0.000	0.000	0.000	8.000	7.000	0.000	0.000	15.000	38.012	570.18	127.47	0.00	63766
	ENGI0324- 006 A-2 Group 1 Frmn										+25.140FR		84.36	178.76	
	Married 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1358.93	19.73		890.78
	WHITE Male										+0.000FR	34.5hrs	57.83	468.15	
RYAN R. JOHNSON	***-**-7091	R:	0.000	0.000	0.000	8.000	7.500	0.000	0.000	15.500	26.610	651.95	105.22	0.00	63767
	LABORER APPRENTICE 85% - WC										+13.920FR		67.65	183.58	
	Single 0 O:		0.000	0.000	0.000	6.000	0.000	0.000	0.000	6.000	39.915	1091.26	15.83		672.60
	BLACK Male										+13.920FR	38.5hrs	46.38	418.66	
JOSEPH C. KEMPLIN	***-**-1785	R:	6.000	0.000	0.000	8.000	0.000	0.000	0.000	14.000	32.120	883.35	284.20	0.00	63769
	LABORER CLASS 5 FRMN-Washtenaw										+13.920FR		107.83	242.08	
	Single 0 O:		0.000	0.000	0.000	7.000	0.000	2.000	0.000	9.000	48.186	1739.21	25.22		1009.97
	HISPANIC Male										+13.920FR	49hrs	69.91	729.24	
SAMUEL W PANCAKE	***-**-3795	R:	7.000	0.000	0.000	0.000	0.000	0.000	0.000	7.000	30.520	213.64	224.72	0.00	63776
	LABO465-001 CL 1 -Washtenaw										+13.920FR		91.08	217.00	
	Single 0 O:		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1469.05	21.30		852.52
	AMERIND Male										+0.000FR	47.5hrs	62.43	616.53	

Certified Payroll Register

Job
2021 MISC UTILITIES PROJECT
ITB No. 4669
WASHTENAW COUNTY
ANN ARBOR, MI 48107

Contractor
Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49201

Customer
CITY OF ANN ARBOR
PROCUREMENT UNIT
100 NORTH FIFTH AVENUE
ANN ARBOR, MI 48107

Job Number: 21010W
Week Ending: 11/20/2021
Payroll # 22

I, RHONDA L. BLAIR (name of signatory part), OFFICE MANAGER(title) do hereby state:

1] That I pay or supervise the payment of the persons employed by Bailey Excavating, Inc. on the 2021 MISC UTILITIES PROJECT that during the payroll period commencing on 11/14/2021 and ending 11/20/2021, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Bailey Excavating, Inc. (Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

__(Deductions) Other=Vacation Pay added to pay then deducted and
__sent monthly to Unions for distribution at end of the year.

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX--In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum

FEDERAL LAW REQUIRES EACH EMPLOYER TO FURNISH THE FOLLOWING INFORMATION: (Please check any that are applicable)

- We had no employees performing work covered by our Oper. Eng. Local 324 agreement(s) during the month.
- Final Report - Inactive Status request (see reverse for further instructions)

OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS

FORM 3029
REMITTANCE REPORT
REV. 6/21

**ALL CONTRIBUTIONS ARE DUE BY THE 15th
OF THE MONTH FOLLOWING THE MONTH WORKED**

**EMPLOYERS MONTHLY
FRINGE BENEFIT
REPORT**

NAME OF COMPANY BAILEY EXCAVATING, INC.		CONTRACTOR CODE NUMBER 13075		WORK MONTH (MONTH/YEAR) 12 / 21	
ADDRESS 1073 TORO DR.		TELEPHONE 517-750-3030		12 / 21	
CITY AND STATE JACKSON, MI 49201	ZIP	SPECIAL AGMT / JOB SITE (IF APPLICABLE)	<input type="checkbox"/> NMA <input type="checkbox"/> GPPMA		

REQUEST FOR FORMS

PLEASE SEND MORE PAPER FORMS

PLEASE CONTACT ME REGARDING MY ONLINE REPORTING OPTIONS

Forms available for download and print at www.luoe324employerinfo.org

TYPE OR AREA OF CONSTRUCTION AND FRINGE BENEFIT RATES

PLEASE INDICATE THE AREA OR KIND OF CONSTRUCTION BEING REPORTED IN THE SPACE PROVIDED.
PLEASE MARK THE APPROPRIATE AGREEMENT. FOR THE EXCEL VERSION, THE FRINGE BENEFIT CONTRIBUTION RATES WILL AUTO-POPULATE THE FORM BELOW.

SECTION MARK "X" ↓	AGREEMENT	EFFECTIVE DATE	FRINGE BENEFIT FUND RATES										
			HEALTH CARE	PENSION	RETIREE BENEFIT	VACATION & HOLIDAY	SUPPLEMENTAL VACATION	APPRENTICE & TRAINING	IUOE NTF	INDUSTRY ADVANCEMENT & PROMOTION	324 LBR MGMT EDUCATION COMMITTEE	INDUSTRY LABOR MGMT FUND	DEFINED CONTRIBUTION PLAN
A	A AGC - Detroit Metro CBA	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.19	-----	\$1.10
	AX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
B	B MUCG Underground Agreement	9-1-20	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.03	\$0.16	\$0.06	\$1.00
	BX Class V Operator	9-1-20	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.06	\$1.00
C	C AGC - Outstate Addendum	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.16	-----	\$1.00
	CX Small equipent addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
D	D Distribution and Communications	5-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.05	\$0.14	-----	\$1.00
	DX Cable-Com-Utility Engineer	5-1-21	\$6.50	\$3.00	-----	15%	-----	\$0.25	\$0.05	\$0.05	-----	-----	\$1.00
E	E AGC - Upper Peninsula	5-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	-----	-----	\$0.75
	EX Class E Operator	5-1-21	\$6.50	\$4.00	\$0.10	15%	-----	\$0.70	\$0.05	\$0.15	-----	-----	\$0.75
G	G National Pipeline Agreement	11-16-20	\$8.45	\$13.95	\$0.45	15%	\$0.02	\$1.00	-----	-----	\$0.15	-----	\$2.35
H	H Highway, Bridge & Airport Agmt.	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.03	\$0.16	\$0.10	\$1.00
	HX Class V Operator	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.10	\$1.00
I	I Highway, Bridge & Airport Agmt.	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.08	\$0.16	\$0.05	\$1.00
	IHX Class V Operator	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.08	-----	\$0.05	\$1.00
J	J Great Lakes Fab & Erector Assn	6-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.26	\$0.19	-----	\$1.00
	JX Oilier-Ground Man etc.	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.45	\$0.05	\$0.26	\$0.14	-----	\$1.00
K	K Floating - Grt. Lakes & Marine	1-1-21	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	-----	\$0.25	-----	\$1.00
O	O Owner - Operator	6-1-21	\$8.40	\$13.95	\$0.45	-----	-----	\$1.00	\$0.05	-----	\$0.19	-----	\$1.10
S	S Shop Agreement												
U	U CAM - S E Michigan	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.19	-----	\$1.10
	UX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00
V	V CAM - Outstate Addendum	6-1-21	\$8.40	\$13.95	\$0.45	15%	-----	\$1.00	\$0.05	\$0.15	\$0.16	-----	\$1.00
	VX Small equipment addendum	6-1-21	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.15	\$0.14	-----	\$1.00

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS AND THE LISTING OF OPERATING ENGINEERS IN YOUR EMPLOY DURING THE MONTH BEING REPORTED.

Please mail original copy with check to:	Omit ↓	REMITTANCE FRINGE BENEFIT FUND	CONTRIBUTION RATES (Mark X Above)	MULTIPLIER (TOTAL HRS/WGS From Reverse Side)		AMOUNT	ADJUSTMENTS	TOTAL
	Operating Engineers Local 324 Fringe Benefit Funds 550 Hulet Dr. Suite 103 Bloomfield Twp, MI 48302 ----- Save time and postage! File and pay Fringe Benefits online. Call the Fund Office 248-836-2765 to learn how. You can even upload your monthly payroll files with manual data entry!		HEALTH CARE	\$ 8.40	x	753.50	PAID HOURS \$ 6,329.40	\$
		PENSION	\$ 13.95	x	753.50	PAID HOURS \$ 10,511.33	\$ 0.02	\$ 10,511.35
		RETIREE BENEFIT	\$ 0.45	x	753.50	PAID HOURS \$ 339.08	\$ 0.02	\$ 339.10
		VACATION	15.00%	x	24,856.92	BASE WAGES \$ 3,728.54	\$ (0.01)	\$ 3,728.53
		SUPPLEMENTAL VACATION	\$ 0.05	x	753.50	PAID HOURS \$ 37.68	\$ 0.02	\$ 37.70
		APPRENTICE & TRAINING	\$ 1.00	x	753.50	PAID HOURS \$ 753.50	\$	\$ 753.50
		IUOE NTF	\$ 0.05	x	753.50	PAID HOURS \$ 37.68	\$ 0.02	\$ 37.70
		ADVANCEMENT OR PROMOTION	\$ 0.03	x	753.50	PAID HOURS \$ 22.61	\$ 0.02	\$ 22.63
		324 LABOR MGMT EDUCATION COMM.	\$ 0.16	x	753.50	PAID HOURS \$ 120.56	\$	\$ 120.56
		INDUSTRY LABOR MANAGEMENT FUND	\$ 0.10	x	753.50	PAID HOURS \$ 75.35	\$	\$ 75.35
		DEFINED CONTRIBUTION PLAN	\$ 1.00	x	753.50	PAID HOURS \$ 753.50	\$	\$ 753.50
								\$ 22,709.32

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

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

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

See Attached

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

Sewer Installer #344, Drain Layer #101

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.

Subcontractors = 20%

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

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