

## 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 22 DAY OF May, 2018.

Front Range Environmental LLC  
Bidder's Name

  
Authorized Signature of Bidder

2110 Wright Road, McHenry, IL 60050  
Official Address

William Heffernan  
(Print Name of Signer Above)

815-455-1042/office 847-366-547/mobile  
Telephone Number

bheffernan@fronrangeenvironmental.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 \_\_\_\_\_, for whom \_\_\_\_\_, 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 Illinois, whom William Heffeman bearing the title of President whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ 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**

William Heffeman Date 5/22, 2018

(Print) Name William Heffeman Title President

Company: Front Range Environmental LLC

Address: 2110 Wright Road, McHenry, IL 60050

Contact Phone (815) 455-1042 Fax (815) 893-5252

Email bheffeman@frontrangeenvironmental.com

**BID FORM**

**Section 1 – Schedule of Prices**

Company: Front Range Environmental LLC

Project: Sanitary Manhole Rehabilitation

File #: 2015-039 ITB No.: 4537

| <u>Item</u> | <u>Description</u>                         | <u>Unit</u> | <u>Estimated<br/>Quantity</u> | <u>Unit Price</u>   | <u>Total Price</u>            |
|-------------|--|-------------|-------------------------------|---------------------|-------------------------------|
| 201         | General Conditions, Maximum \$10,000       | Lump Sum    | 1                             | \$ <u>10,000.00</u> | \$ <u>10,000.00</u>           |
| 202         | Project Supervision, Maximum \$10,000      | Lump Sum    | 1                             | \$ <u>10,000.00</u> | \$ <u>10,000.00</u>           |
| 203         | Certified Payroll Compliance and Reporting | Lump Sum    | 1                             | \$ <u>2500.00</u>   | \$ <u>2500.00</u>             |
| 210         | Replace Manhole Cover                      | Each        | 300                           | \$ <u>340.00</u>    | \$ <u>102,000.00</u>          |
| 220         | Replace Frame Case 1                       | Each        | 90                            | \$ <u>1800.00</u>   | \$ <u>162,000.00</u>          |
| 221         | Replace Frame Case 2                       | Each        | 25                            | \$ <u>1300.0</u>    | \$ <u>32,500.00</u>           |
| 222         | Replace Frame Case 3                       | Each        | 10                            | \$ <u>2000.00</u>   | \$ <u>20,000.00</u>           |
| 230         | Internal Chimney Seal                      | Each        | 300                           | \$ <u>925.00</u>    | \$ <u>277,000.00</u>          |
| 231         | External Chimney Seal                      | Each        | 125                           | \$ <u>500.00</u>    | \$ <u>62,500.00</u>           |
| 235         | Reconstruct Flow Channel                   | Each        | 30                            | \$ <u>600.00</u>    | \$ <u>18,000.00</u>           |
| 240         | Chemical Grouting of Manholes              | Gal         | 3000                          | \$ <u>23.50</u>     | \$ <u>70,500.00</u>           |
| 245         | Chemical Root Treatment                    | Each        | 10                            | \$ <u>500.00</u>    | \$ <u>5000.00</u>             |
| 250         | Reconstruct Internal Drop Connection       | Each        | 3                             | \$ <u>500.00</u>    | \$ <u>1500.00</u>             |
| 255         | Manhole Cementitious Liner                 | Vert Ft     | 850                           | \$ <u>200.00</u>    | \$ <u>170,000.00</u>          |
| 260         | Epoxy Liner                                | Vert Ft     | 300                           | \$ <u>450.00</u>    | \$ <u>135,000.00</u>          |
|             |  |             |                               | <b>Total Bid</b>    | <b>\$ <u>1,079,000.00</u></b> |

## BID FORM

### Section 2 - Material and Equipment 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.

| <u>Item Number</u> | <u>Description</u>  | <u>Add/Deduct Amount</u> |
|--------------------|---|--------------------------|
| 230                | Substitute Sherwin Williams AR530 (see attached)  | deduct \$112,500         |
| 255                | Eliminate lining inverts which will alter elevations and disrupt flow.  | deduct \$21,250          |
| 260                | Substitute Sherwin Williams Duraplate 6100 for approved products. (see attached) Note that Duraplate is equal in tensile strength to the ARC product. | deduct \$45,000          |

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 May 22, 2018

# 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.

We take no exception to the 120 calendar days, provided that the Ann Arbor stamped manhole cover is available at the project launch from EJCO.

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



# 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.

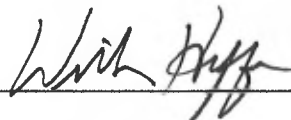
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

| <u>Subcontractor (Name and Address)</u> | <u>Work</u> | <u>Amount</u> |
|---|-------------|---------------|
| None                                    |             |               |

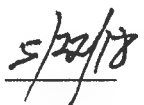
If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

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 3 reference from similar project completed within the past \_\_\_\_\_ ye ars.

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

1) Village of Glendale Heights \$300,000 2016  
Project Name Cost Date Constructed

Jeff McCumber 630-260-6040  
Contact Name Phone Number

2) FedEx Ground \$1,800,000 2015  
Project Name Cost Date Constructed

Firyal Kassim 412-859-2599  
Contact Name Phone Number

3) City of Milwaukee \$330,000 2016  
Project Name Cost Date Constructed

Roger Reed 414-286-3896  
Contact Name Phone Number



**BID BOND**

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
Front Range Environmental LLC  
2110 W. Wright Road  
McHenry, IL 60050

**SURETY:**  
Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
City of Ann Arbor  
301 East Huron Street  
Ann Arbor, MI 48107

**BOND AMOUNT:** 5% of the Total Bid Amount (Five Percent of the Total Bid Amount)

**PROJECT:**  
Sanitary Manhole Rehabilitation

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 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 a 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 23rd day of May, 2018

*Marcy Heffner*  
\_\_\_\_\_  
(Witness)

Front Range Environmental LLC  
(Principal) *[Signature]* (Seal)

*[Signature]*  
\_\_\_\_\_  
(Witness)

(Title)  
Nationwide Mutual Insurance Company  
(Surety) *[Signature]* (Seal)  
(Title) Luke F. Praxmarer, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

LUKE F. PRAXMARER

DIANE COLEY

PAUL PRAXMARER

ELK GROVE VILLAGE IL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

[Signature of Terrance Williams]

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

[Signature of Sandy Alitz]

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included herein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 23rd day of May, 2018.

[Signature of Robert W Horner III]
Secretary

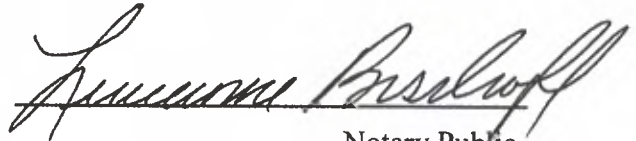
This Power of Attorney Expires 08/22/19

# ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

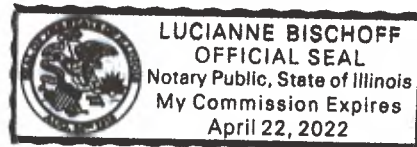
County of Cook

On this **23rd day of May, 2018** before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the **Nationwide Mutual Insurance Company**, a corporation: that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

My Commission Expires:  
**April 22, 2022**

County of Cook, State of Illinois



**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:

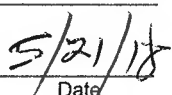
- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its 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.

Front Range Environmental LLC

Company Name

  
Signature of Authorized Representative

  
Date

William Heffernan

Print Name and Title

2110 Wright, McHenry, IL 60050

Address, City, State, Zip

815-455-1042 bheffernan@fronrangeenvironmental.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 \$13.22/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 \$14.75/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).

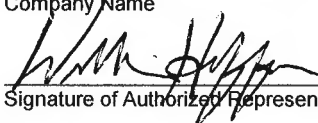
**Check the applicable box below which applies to your workforce**

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

- (a) 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.
- (b) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (c) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (d) 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.

Front Range Environmental LLC  
 Company Name  
  
 Signature of Authorized Representative  
 5/21/18  
 Date

2110 Wright Rd.  
 Street Address  
 McHenry, IL 60050  
 City, State, Zip

William Heffernan, President  
 Print Name and Title

815-455-1042 bheffernan@frontrangeenvironmental.com  
 Phone/Email address



**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019**

**\$13.22 per hour**

If the employer provides health care benefits\*

**\$14.75 per hour**

If the employer does NOT provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact:  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



## 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<br><hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company<br><input type="checkbox"/> Other (please describe in box below) |
| None  |   |

\*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: |                            |   |
|---|----------------------------|---|
| Front Range Environmental LLC   | 815-455-1042               |   |
| <b>Vendor Name</b>  | <b>Vendor Phone Number</b> |   |
|   | 5/21/2018                  | William Heffernan                                       |
| <b>Signature of Vendor Authorized Representative</b>  | <b>Date</b>                | <b>Printed Name of Vendor Authorized Representative</b> |

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

**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

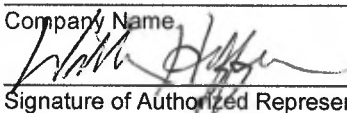
The Contractor agrees:

- (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.

Front Range Environmental LLC

Company Name



5/21/18

Signature of Authorized Representative

Date

William Heffernan, President

Print Name and Title

2110 Wright Road, McHenry, IL 60050

Address, City, State, Zip

815-455-1042 office 847-366-3547 mobile bheffernan@fronrangeenvironmental.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