

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 1,2,3, 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 7th DAY OF April, 2020.

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)

jacobbailey@bailey-excavating.com; rhondablair@bailey-excavating.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 Project 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
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 April 7, 2020

(Print) Name Jacob w. Bailey

Title Project Manager/Estimator

Company: Bailey Excavating, Inc.

Address: 1073 Toro Drive

Contact Phone (517) 750-3030

Fax (517) 750-1095

Email jacobbailey@bailey-excavating.com

BID FORM

Company **Bailey Excavating, Inc.**

Project: Barton Drive Water Main Replacement and Resurfacing Project

File # 2019-005 Bid # 4617

<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	1000	\$ 7.50	\$ 7,500.00
140	Exploratory Excavation (0-10' deep)	EA	4	\$ 1,000.00	\$ 4,000.00
201	Project Supervision, Max \$15,000.00	LS	1	\$ 15,000.00	\$ 15,000.00
202	General Conditions, Max. \$30,000.00	LS	1	\$ 30,000.00	\$ 30,000.00
203	Digital Audio Visual Coverage	LS	1	\$ 6,000.00	\$ 6,000.00
204	Minor Traffic Devices, Max \$20,000.00	LS	1	\$ 20,000.00	\$ 20,000.00
205	Clean-Up & Restoration, Special, Max \$10,000	LS	1	\$ 10,000.00	\$ 10,000.00
206	"No Parking" Signs	EA	40	\$ 55.00	\$ 2,200.00
207	Stump Removal, 8" or Larger, Modified	EA	5	\$ 775.00	\$ 3,875.00
208	Tree Trimming	EA	1	\$ 7,500.00	\$ 7,500.00
210	Remove Concrete Curb or Curb and Gutter - Any Type	FT	2750	\$ 9.25	\$ 25,437.50
211	Remove Concrete Sidewalk and Drive - Any Thickness	SFT	5200	\$ 2.25	\$ 11,700.00
212	Cold Milling HMA Surface	SYD	2300	\$ 6.25	\$ 14,375.00
213	HMA Surface Remove	SFT	4500	\$ 1.75	\$ 7,875.00
214	Sidewalk Grading	STA	24	\$ 775.00	\$ 18,600.00
215	Sidewalk Ramp Grading	EA	19	\$ 225.00	\$ 4,275.00
216	Sewer, Any Size or Depth, Remove	FT	380	\$ 32.90	\$ 12,502.00
217	Drainage Structure, Any Size or Depth, Remove	EA	22	\$ 1,150.00	\$ 25,300.00
218	Additional Depth Structure Adjust/Repair	FT	2	\$ 750.00	\$ 1,500.00
219	Guardrail, Rem	FT	530	\$ 16.30	\$ 8,639.00
220	Remove Sanitary Sewer Lead	FT	20	\$ 25.30	\$ 506.00
221	Water Main Pipe Abandonment, Modified	LS	1	\$ 7,500.00	\$ 7,500.00
222	Fire Hydrant Assembly Abandonment	EA	1	\$ 799.00	\$ 799.00
223	Temporary Water Main Line Stop, Additional Rental Day	EA	4	\$ 550.00	\$ 2,200.00
224	Temporary Water Main Line Stop, Less than 8 inch	EA	2	\$ 5,128.00	\$ 10,256.00
225	Temporary 8 inch or 12 inch Water Main Line Stop	EA	2	\$ 7,109.00	\$ 14,218.00

TOTAL THIS PAGE (BF-1)

(Also to be entered on Page BF-4)

\$ 271,757.50

230	Machine Grading, Modified	SYD	11250	\$ 8.67	\$ 97,537.50
231	Subgrade Undercutting - Type II	CYD	750	\$ 40.00	\$ 30,000.00
232	Sand Subbase Course, Class II - C.I.P.	CYD	1400	\$ 26.25	\$ 36,750.00
233	21AA Limestone, C.I.P.	CYD	100	\$ 45.15	\$ 4,515.00
234	Aggregate Base Course, 21AA - C.I.P.	TON	2600	\$ 30.10	\$ 78,260.00
237	HMA Pavement Leveling/Top - LVSP	TON	2600	\$ 130.00	\$ 338,000.00
238	HMA Approach	TON	30	\$ 367.50	\$ 11,025.00
239	Handpatching	TON	45	\$ 495.83	\$ 22,312.35
240	Concrete Curb or Curb and Gutter - All Types	FT	1850	\$ 29.40	\$ 54,390.00
241	Concrete Curb or Curb and Gutter - All Types (High Early)	FT	400	\$ 29.40	\$ 11,760.00
242	4 Inch Concrete Sidewalk	SFT	7700	\$ 5.25	\$ 40,425.00
243	6 Inch Concrete Sidewalk or Sidewalk Ramp	SFT	1600	\$ 6.83	\$ 10,928.00
244	6 Inch Concrete Drive - High Early	SFT	3100	\$ 7.09	\$ 21,979.00
245	Detectable Warning, Cast In Place	SFT	200	\$ 42.00	\$ 8,400.00
246	Integral Sidewalk Retaining Wall, under 6 inch	SFT	20	\$ 21.00	\$ 420.00
247	Integral Sidewalk Retaining Wall, 6 inch to 18 inch	SFT	70	\$ 31.50	\$ 2,205.00
248	Integral Sidewalk Retaining Wall, 19 inch to 36 inch	SFT	20	\$ 36.75	\$ 735.00
250	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	FT	710	\$ 6.25	\$ 4,437.50
251	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	50	\$ 13.60	\$ 680.00
252	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	EA	3	\$ 126.00	\$ 378.00
253	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	EA	3	\$ 126.00	\$ 378.00
254	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	EA	4	\$ 205.00	\$ 820.00
255	Pavt Mrkg, Polyurea, 4 inch, White	FT	1500	\$ 1.00	\$ 1,500.00
256	Pavt Mrkg, Polyurea, 4 inch, Yellow	FT	6050	\$ 1.00	\$ 6,050.00
257	Pavt Mrkg, Polyurea, 6 inch, White	FT	2400	\$ 1.04	\$ 2,496.00
258	Recessing Pavt Mrkg, Longit	FT	9950	\$.62	\$ 6,169.00
260	Pavt Mrg Cover, Type R, Black	FT	1725	\$ 2.05	\$ 3,536.25
261	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	FT	500	\$ 1.95	\$ 975.00
262	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	FT	1100	\$ 1.95	\$ 2,145.00
263	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch Crosswalk	FT	50	\$ 3.10	\$ 155.00
264	Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch Stop Bar	FT	11	\$ 13.60	\$ 149.60
265	Temporary Curb for Bump-out	FT	50	\$ 30.00	\$ 1,500.00

TOTAL THIS PAGE (BF-2)

(Also to be entered on page BF-4)

\$ 801,011.20

266	Sign, Portable Changeable Message, Furnish and Operate	EA	4	\$ 2,236.50	\$ 8,946.00
267	Plastic Drum - Lighted, Furnish and Operate	EA	270	\$ 26.84	\$ 7,246.80
268	Barricade Type III - Lighted, Furnish and Operate	EA	35	\$ 82.01	\$ 2,870.35
269	Temporary Sign, Type B, Furnish and Operate	SFT	1000	\$ 3.73	\$ 3,730.00
270	Temporary Sign, Type B, Furnish and Operate, Special	SFT	132	\$ 4.03	\$ 531.96
271	Channelizing Device, 42 Inch, Furnish and Operate	EA	50	\$ 17.89	\$ 894.50
272	Pedestrian Type II Barricade, Temp	EA	32	\$ 96.92	\$ 3,101.44
273	Sign Cover	EA	10	\$ 26.25	\$ 262.50
274	Temporary Pedestrian Ramp	EA	2	\$ 725.00	\$ 1,450.00
275	Temporary Pedestrian Mat	EA	50	\$ 425.00	\$ 21,250.00
276	Audible Message Device	EA	4	\$ 126.74	\$ 506.96
280	Fertilizer, Chemical Nutrient, CI A	LBS	90	\$ 5.25	\$ 472.50
281	Mulch Blanket, High Velocity	SYD	2150	\$ 1.23	\$ 2,644.50
282	Seeding, Mixture THM	LBS	100	\$ 5.79	\$ 579.00
283	Topsoil Surface, Furn, 4 inch	SYD	2150	\$ 3.24	\$ 6,966.00
284	Fire Hydrant Assembly	EA	1	\$ 4,261.28	\$ 4,621.28
285	Underground Sprinkling Systems, Restore	DLR	3000	\$ 1.00	\$ 3,000.00
290	Certified Payroll Compliance and Reporting	LS	1	\$ 750.00	\$ 750.00
295	6-Inch Wrapped Underdrain	FT	2150	\$ 9.25	\$ 19,887.50
320	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	FT	440	\$ 86.15	\$ 37,906.00
353	4 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	10	\$ 100.00	\$ 1,000.00
354	6 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	10	\$ 110.00	\$ 1,100.00
360	Type I Manhole, 60 inch Dia)-10' deep)	EA	1	\$ 3,210.00	\$ 3,210.00
366	Inlet-Junction Chamber	EA	3	\$ 1,481.49	\$ 4,444.47
367	Single Inlet	EA	20	\$ 1,099.65	\$ 21,993.00
400	6 inch Class 50 DIP w/polywrap, Trench Detail I	FT	21	\$ 95.25	\$ 2,000.25
401	8 inch Class 50 DIP w/polywrap, Trench Detail I	FT	1030	\$ 97.37	\$ 100,291.10
410	8" 11.25° Bend	EA	8	\$ 365.58	\$ 2,924.64

TOTAL THIS PAGE (BF-3)

(Also to be entered on BF-4)

\$ 264,580.75

411	8" 22.5° Bend	EA	2	\$ <u>362.74</u>	\$ <u>725.48</u>
412	8" 45° Bend	EA	4	\$ <u>387.16</u>	\$ <u>1,548.64</u>
413	8" 90° Bend	EA	1	\$ <u>414.02</u>	\$ <u>414.02</u>
414	8" x 6" Reducer	EA	4	\$ <u>350.93</u>	\$ <u>1,403.72</u>
430	8" x 8" x 8" Tee	EA	4	\$ <u>521.01</u>	\$ <u>2,084.04</u>
431	8" x 8" x 8" x 8" Cross	EA	1	\$ <u>643.04</u>	\$ <u>643.04</u>
442	8" Gate Valve-in-Box	EA	1	\$ <u>1,292.37</u>	\$ <u>1,292.37</u>
446	6" Gate Valve-in Well	EA	1	\$ <u>2,511.27</u>	\$ <u>2,511.27</u>
447	8" Gate Valve-in Well	EA	3	\$ <u>2,813.13</u>	\$ <u>8,439.39</u>
460	Excavate & Backfill for Water Service Tap and Lead	FT	235	\$ <u>38.52</u>	\$ <u>9,052.20</u>
563	Structure Covers	LBS	2400	\$ <u>3.25</u>	\$ <u>7,800.00</u>
566	Adjust Structure Cover	EA	21	\$ <u>575.00</u>	\$ <u>12,075.00</u>
567	Adjust Monument Box or Gate Valve Box	EA	8	\$ <u>450.00</u>	\$ <u>3,600.00</u>
800	Celtic occidentalis, (Hackberry), 2 inch	EA	1	\$ <u>975.00</u>	\$ <u>975.00</u>
801	Syringa Volgaris (Lilac Bush)	EA	2	\$ <u>475.00</u>	\$ <u>950.00</u>
802	Acer rubrum, (Red Maple), 2 inch	EA	1	\$ <u>950.00</u>	\$ <u>950.00</u>
TOTAL THIS PAGE (BF-4)				\$ <u>54,464.17</u>	
TOTAL FROM PAGE BF-1				\$ <u>271,757.50</u>	
TOTAL FROM PAGE BF-2				\$ <u>801,011.20</u>	
TOTAL FROM PAGE BF-3				\$ <u>264,580.75</u>	
TOTAL BASE BID				\$ <u>1,391,813.62</u>	

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 4/7/2020

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 4/7/2020

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:

Subcontractor (Name and Address)	Work	Amount
T&D Conrete	Concrete	\$144,025.00
Cadillac Asphalt	HMA Paving	\$353,650.00
P.K. Contracting, Inc.	Pavement Markings	\$39,154.70
Spartan Barricade	Traffic Control	\$28,349.98
Finishing Touch	Video Taping	\$5,350.00

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



4/7/2020

Date

BID FORM

Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 1 years.

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

1)	<u>Crest, Buena Vista, Washinton WM</u>	<u>\$1,492,930.00</u>	<u>12/2018</u>
	Project Name	Cost	Date Constructed

<u>Jane Allen-City of Ann Arbor</u>	<u>(734) 794-6410</u>
Contact Name	Phone Number

2)	<u>Harris Rd-MDOT</u>	<u>\$1,658,745.00</u>	<u>10/2018</u>
	Project Name	Cost	Date Constructed

<u>John Cipolla-Washtenaw Rd Commission</u>	<u>(734) 327-6661</u>
Contact Name	Phone Number

3)	<u>2018 WM and Sanitary Projects</u>	<u>\$1,825,215.00</u>	<u>2018-2019</u>
	Project Name	Cost	Date Constructed

<u>Brian Slizewski-City of Ann Arbor</u>	<u>(734) 794-6410</u>
Contact Name	Phone Number

Completed Projects

PROJECT NAME	CONTRACT	Own Work Perform	COMPLETED	OWNER OR ENGINEER	TELEPHONE #
New NW Elementary School BP#4 Site Work/Utilities	\$ 1,252,275.47	100.00%	Nov-14	Triangle Associates Steve Pierson	616-607-4880
Russell, Upland, Woodmanor Court Street Reconstruction/Utilities	\$ 1,088,107.64	80.00%	Jul-17	City of Ann Arbor Anne Warrow	734-794-6410 Ext. 43639
M-52 Adrian -MDOT#46072-116357 Road Construction/Utilities	\$ 755,068.39	75.00%	Jun-17	Jackson TSC-MDOT Jim Neill	517-780-5119
Robinson Rd-MDOT#38409-121967 EARTHWORK/ROAD/UTILITIES	\$ 1,472,601.86	75.00%	Nov-16	City of Jackson-Troy White Jackson TSC-Joe Vanpoppel	517-788-4160 517-206-3818
2015 CDBG STREETS Reconstruction EARTHWORK/ROAD/UTILITIES	\$ 1,499,155.89	80.00%	Nov-15	City of Jackson-Troy White	517-788-4160
Observatory Street Improvements Street Reconstruction/Utilities	\$ 1,389,328.68	80.00%	Nov-16	City of Ann Arbor Igor Kotlyar-Engineer	734-794-6410 Ext. 43634
Center for Family Health Sitework & Utilities-New	\$ 1,163,626.00	100.00%	Nov-15	City of Jackson MooreTrosper-Ken Granger	517-788-4160 517-694-6310
2015 Parking Lot Improvements Earthwork/Concrete/HMA/Landscape	\$ 1,511,360.00	75.00%	May-16	City of Jackson Troy White	(517) 788-4160
S. West Avenue-MDOT#38409-121584 Road Reconstruction-Utilities	\$ 1,471,435.00	75.00%	Nov-15	MDOT-Jackson Fischbeck-FTCH-Jeremy Schrot	(248) 324-2137
Leslie Watermain ROAD CONSTRUCTION/UTILITIES	\$ 928,447.78	80.00%	Oct-17	City of Leslie-Aaron Desentz Rob Antekeier	517-589-5115
Union City Watermain/Roadways ROAD CONSTRUCTION/UTILITIES	\$ 968,985.36	80.00%	Dec-16	Fleis & Vandenbrink Jeff Wingard, PE	269-385-0011
Downtown Streets & Parking Lots Streets/Utilities	\$ 3,256,500.93	75.00%	Nov-18	City of Jackson Troy White	517-788-4160
Harris Rd-MDOT#81161-131825 Street Construction/Utilities	\$ 1,807,140.65	75.00%	Nov-18	Washtenaw County Road Commission John Cipolla	734-327-6661
Kibby Rd-MDOT#38000-130219 Street Construction/Utilities	\$ 1,467,070.40	75.00%	Jul-18	Jackson-TSC Joe Vanpoppel	517-206-3818



Bailey Excavating, Inc.



1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204

PHONE (517) 750-3030 — FAX (517) 750-1095

BAILEY EXCAVATING, INC.

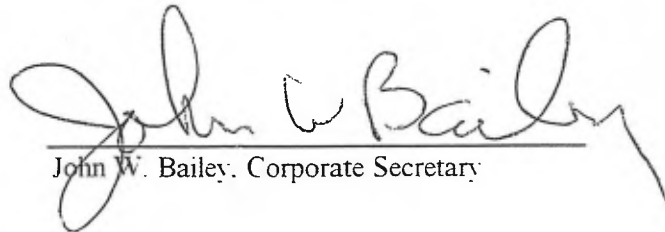
CERTIFIED RESOLUTION

I, John W. Bailey, Corporate Secretary of Bailey Excavating, Inc. certify that the following resolutions were adopted by the Board of Directors of Bailey Excavating, Inc., on February 4, 2016 and have not been amended or repealed since then.

IT IS HERBY RESOLVED, that James W. Bailey, President and John W. Bailey, Vice President, Mark E. Magner, Project Coordinator, Michael J. Tooley, Project Manager/Estimator, Jacob Bailey/Assistant Manager/Estimator, Rhonda L. Blair, Office Manager are hereby authorized to review any and all construction contracts, plans, specifications and all other documentation for all proposed construction, and are further authorized to execute all Bids, Contracts, Performance Bonds, Labor and Material Bonds and all other documentation related to any and all construction projects, on behalf of the Corporation.

IT IS FURTHER RESOLVED that James W. Bailey, President and John W. Bailey, Vice President, Mark E. Magner, Project Coordinator, Michael J. Tooley, Project Manager/Estimator, Jacob Bailey/Assistant Manager/Estimator and Rhonda L. Blair, Office Manager are hereby authorized and directed to execute all documentation and perform any required acts, on behalf of the Corporation, necessary to complete the above matters.

I have hereunto set my hand, as Secretary of the Corporation, this 4th day of February, 2016


John W. Bailey, Corporate Secretary

An Equal Opportunity Employer



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)


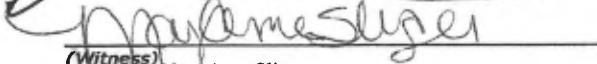
PROJECT: Barton Drive Water Main Replacement and Resurfacing-ITB No. 4617
(Name, location or address, and Project number, if any)

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 7th day of April, 2020


(Witness)

(Witness) Mary Anne Sliger

Bailey Excavating, Inc.

(Principal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(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-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 **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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**, 2021



Anna P. Nowik

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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **7th** day of **April**, 2020



Kevin E. Hughes
 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-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF ANN ARBOR
INVITATION TO BID



Barton Drive Water Main Replacement and Resurfacing Project

ITB No. 4617

Due Date: Tuesday, March 31, 2020 10:00am (Local Time)

Public Services / Engineering Unit

Issued By:

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

**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.

Bailey Excavating, Inc.

Company Name

Signature of Authorized Representative

4/7/2020

Date

Jacob W. Bailey/Project Manager/Estimator

Print Name and Title

1073 Toro Drive-Jackson, Michigan 49201

Address, City, State, Zip

517-750-3030/jacobbailey@bailey-excavating.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



Vendor Conflict of Interest Disclosure Form

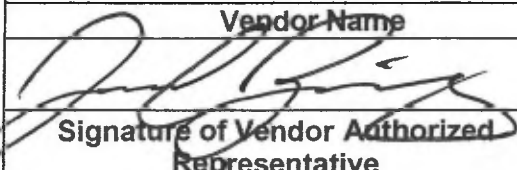
All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies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

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

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

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

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Bailey Excavating, Inc.		517-750-3030
Vendor Name		Vendor Phone Number
 Signature of Vendor Authorized Representative	4/7/2020 Date	Jacob W. Bailey Printed Name of Vendor Authorized Representative

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

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2019 - ENDING APRIL 29, 2020

\$13.61 per hour

If the employer provides health care benefits*

\$15.18 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**

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here ☐ No. of employees

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

Bailey Excavating, Inc.

Company Name


Signature of Authorized Representative

4/7/2020

Date

Jacob W. Bailey/Project Manager/Estimator

Print Name and Title

1073 Toro Drive

Street Address

Jackson, Michigan 49201

City, State, Zip

517-750-3030/jacobbailey@bailey-excavating.com

Phone/Email address

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Bailey Excavating, Inc.

Company Name

Signature of Authorized Representative

4/7/2020

Date

Jacob W. Bailey

Print Name and Title

1073 Toro Drive-Jackson, Michigan 49201

Address, City, State, Zip

517-750-3030/jacobbailey@bailey-excavating.com

Phone/Email address

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