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TO: Mayor and Council

FROM: Tom Crawford, City Administrator

CC: Derek Delacourt, Community Services Area Administrator  
Craig Hupy, Public Services Area Administrator  
Nick Hutchinson, City Engineer  
Brett Lenart, Planning Manager  
Michael Pettigrew, City Treasurer  
Marti Praschan, Chief of Staff, Public Services  
Shryl Samborn, 15<sup>th</sup> District Court Administrator

SUBJECT: March 15, 2021 Council Agenda Responses

DATE: March 11, 2021

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**CA-2 – Resolution to Award a Construction Contract to DiPonio Contracting, Inc. for the Dunmore, Waverly, Weldon, Hartford Water Main Replacement Project (\$1,311,467.00) (ITB 4650)**

**Question:** What has been the consequence of have “undersized” water mains in these locations? (Councilmember Nelson)

**Response:** The existing water mains in this area are 6-inch diameter mains, which were the standard when the subdivision was constructed. The effective size, due to the tuberculation, is likely even smaller. Residents connected to the undersized pipes may occasionally experience reduction of pressure during high demand times. Also, the smaller pipes may deliver reduced fire flow in case of an emergency.

**Question:** Will these replacements have any spillover benefit to other adjacent streets/homes? (Councilmember Nelson)

**Response:** Once the pipes included in this project are replaced with new 8-inch pipes, the adjacent streets may experience less frequent pressure reductions. Also, the new pipes will provide more dependable service in the area.

March 15, 2021 Council Agenda Response Memo– March 11, 2021

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City Administrator’s Office

**Question:** Please provide the full bid document submitted by Baily Excavating, Inc. (Councilmember Eyer)

**Response:** The bid submitted by Bailey Excavating, Inc in response to ITB 4650 is attached to this memo.

**Question:** Ann Arbor's RCP states that bidders must submit "Documentation as to employee pay rates and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees." In response to the question about health insurance, pension or other retirement benefits, paid leave, or other benefits, DiPonio simply stated: "All benefits will be paid per the prevailing wages on this project." What does that mean? How did city staff assess that comment? Further, did they submit the documentation as required? I don't see it in the bid. If not, shouldn't that have disqualified them? (Councilmember Eyer)

**Response:** Staff does not know what the bidder meant by its response, but when prevailing wage requirements apply to a project, such as this one, the US Department of Labor sets the wages required to be paid to workers on the project. Prevailing wages are set by wage determinations which set for different types of projects and workers. Each wage determination lists a cash portion and fringe benefits portion to be paid to each worker. The fringe portion may be paid by providing the benefit directly to the worker, or by irrevocable payment to a qualified plan administered by a third party. The fringe portion can also be paid to the worker in cash. The response indicates that the bidder would pay prevailing wages including the fringe benefit portion, but it does not indicate how it would be paid. The bidder did not submit any documentation, but as indicated in its response, it would pay the prevailing wages, including the fringe portion, as required by law. It is unclear whether the absence of documentation of employee pay rates is a basis for disqualification when the bidder responded that it would pay prevailing wages as required.

**Question:** In response to "Whether the bidder participates in a Registered Apprenticeship Program (RAP) registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship, and if not, bidders program for assessing the skills and qualifications of its employees": DiPonio stated they do not participate in a RAP, and that "employees are assessed by skill level by their foreman or superintendent." Yet no documentation is provided regarding the training of the foremen or superintendents. Given this, how did city staff determine that DiPonio employees are properly trained and qualified to do the work? Just last week, another contractor, Lanzo, was responsible for 10,000 gallons of sewage spilling on Main Street and ultimately making its way into the Huron River. In their bid, they also stated they don't participate in a RAP. Why is this question not being considered a requirement, as the RCP outlines? (Councilmember Eyer)

**Response:** Staff do not evaluate the qualifications and skills of bidders as part of the ITB process for a number of reasons. The ITB question referenced asks whether the bidder

has a registered apprenticeship program, and if not, to “provide details on how your organization assess the skills and qualifications of any employees who do not have master or journey person certification or status, or are not participants in a Registered Apprenticeship Program. The bidder responded that it does not participate in a RAP along with a short statement responding to the remainder of the question. The question is not written to require that a bidder participate in a RAP.

**Question:** How is this agenda item different from the last time it was on our agenda? (Councilmember Nelson)

**Response:** There is no difference.

**Question:** Can you please include responses to the previously unanswered questions from the previous agenda on which this item appeared? (Councilmember Radina)

**Response:** Responses have been provided in this memo. See also the privileged and confidential legal advice memo from the City Attorney’s Office.

**Question:** DiPonio Contracting, Inc. does not participate in an apprenticeship training program, which provides critically important credentialing, education & first-hand training experience to employees, according to their application/bid. Did the contractor responsible for the recent, February 22, spillage of 10,000 gallons of sewage on Main Street and ultimately into the Huron River participate in apprenticeship programs for their employees? (Councilmember Radina)

**Response:** The contract for the High Level Trunkline Sewer Lining project (the project on which the referenced spill occurred) was issued prior to the implementation of the Responsible Contractor Policy. However, on more recent bid submittals, the same contractor answered “No” to the question regarding participation in a Registered Apprenticeship Program.

### **CA-3 – Resolution to Approve a Professional Legal Services Agreement with Washtenaw County for Public Defender Services (\$206,305)**

**Question:** How does the amount of this “local share” compare to past years? Higher? Lower? (Councilmember Nelson)

**Response:** The Michigan Indigent Defense Commission (MIDC) was created by legislation in 2013 after an advisory commission recommended improvements to the state’s legal system. (MCL §780.991) MIDC grants were first made available to local indigent defense systems in 2019. The local share was defined within the act as an indigent criminal defense system’s average annual expenditure for indigent defense services in the three fiscal years immediately preceding the creation of the MIDC under this act, excluding money reimbursed to the system by individuals determined to be partially indigent. Thus, the 2019 local share amount of \$202,061.50 was calculated by

averaging annual direct expenditures for criminal defense services for fiscal years 2010, 2011 and 2012.

The local share amount in each subsequent year is determined by taking the base local share amount of \$202,061.50 and indexing by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. Compounding does not occur from year to year. In 2020, the local share amount was \$206,506.85. For 2021, the local share amount is \$206,304.79. There will be some variation in the local share amount from year to year. However, overall it is expected to remain relatively stable as the index is capped at 3% and compounding does not occur.

**Question:** Is there any data on how many people in our local criminal justice system are served annually with this contract? (Councilmember Nelson)

**Response:** All grant agreements between the MIDC and the local units of government funding indigent criminal defense require quarterly reporting on both financial and programmatic data. The financial information is related to the expenses paid out of indigent defense funds (grant and local share amounts). The program data relates to how the local systems are adhering to the MIDC minimum standards. Each grantee is required to report information on the number of cases assigned to an indigent defender, number of arraignments conducted with counsel present, number of appointed cases where an expert or investigator was requested, and other items related to meeting the MIDC Standards. An example of the program data for MIDC grant year 2020: 684 new attorney assignments (court-appointments) were made on 15<sup>th</sup> District Court cases. Please note that number of criminal cases handled during the period was lower than normal because COVID-19 restrictions limited actively.

Washtenaw County as the grantee to the MIDC funding is required to collect this information from all of the courts in the county, including 15th District Court, and report to the MIDC. In turn, the MIDC collects this information from each local system and reports it to the state legislature on an annual basis.

**CA-4 – Resolution Authorizing Water Capital Recovery Charges for 5 Maple Village Ct. (\$2,696.00)**

**CA-5 – Resolution Authorizing Sanitary Sewer Capital Recovery Charges for 5 Maple Village Ct. (\$5,982.00)**

**Question:** Is this charge covering multiple condominium units? How many units? (Councilmember Nelson)

**Response:** This recovery charge is only for one condominium unit, Unit 5. The property owner is aware of the charge and has requested the installment plan as indicated in the resolution.



## **CA-9 – Resolution to Approve Downtown Street Closures for Restaurant and Retail Use**

**Question:** Are the DDA/merchant associations planning any assessment or data collection during this year's street closures? (Councilmember Nelson)

**Response:** The merchant associations, as the organizations responsible for coordinating and managing the street closures, assess the closures on an ongoing basis with their membership. They have been and will continue to be in constant communication with the businesses to evaluate the effectiveness of the program. In addition, the Main Street Area Association recently released a public survey to solicit feedback about the closures: <https://forms.gle/nTFoPp7suUbcX9dm6>

**Question:** Does the City anticipate any formal (or informal) assessment of data collection during this year's street closures? (Councilmember Nelson)

**Response:** The City has not yet organized data collection activities for these street closures, however it is something that we could explore.

## **CA-10 – Resolution to Approve Amendment Number One to Temporary Employment Agreement between Abigail Elias and the City of Ann Arbor (\$15,000)**

**Question:** Given that this employment arrangement began with the temporary task of "training", is there any expectation that any of our current full-time employees will ever be up to the task of handling Gelman matters? (Councilmember Nelson)

**Response:** The City Attorney anticipates that Attorney Elias' work will end with this contract. This is a unique situation in that Attorney Elias has legal/historical knowledge regarding Gelman matters (and actually some other, more technically complex Public Services matters) going back over two decades. Thus, to accomplish a solid succession training/transition, while also making sure necessary work got done, has required more time than might be expected, particularly given that initial successor resigned and the succession process had to be repeated. It is expected that some Gelman related matters will be handled internally by Attorney Wilhelm, while the City Attorney will supervise the Gelman litigation this year, as he has been working with Attorney Elias on the current litigation, along with outside counsel.

**Question:** Is there an anticipated timeline for when contracts like this one might not be needed (a timeline independent of the Gelman litigation)? (Councilmember Nelson)

**Response:** It is hoped that with eventual proper staffing of the office that temporary contracts like this are not needed. However, circumstances and needs in the future can never be fully predicted.

**DB-1 – Resolution to Approve the Issa Annexation, 1.24 Acres, 201 Scio Church  
(CPC Recommendation: Approval - 8 Yeas and 0 Nays)**

**Question:** The land use analysis table describes land to the west of this as “vacant” and also Township. Is annexation of that adjacent parcel planned in the near future? (Councilmember Nelson)

**Response:** This parcel is not currently scheduled for annexation by the City, nor has the property owner initiated such process.

**DB-2 – Resolution to Approve Lewis Jewelers Site Plan, 300 South Maple (CPC Recommendation: Approval - 7 Yeas and 0 Nays)**

**Question:** How does the square footage of this site plan (24,525) compare to the structure that was previously on that site (when it was the Quarter)? (Councilmember Nelson)

**Response:** The previous building was 9,330 square feet.

**Question:** Given that the drive through was removed from this site plan, does the current site plan make any accommodation for pickup or delivery services? (Councilmember Nelson)

**Response:** While there are no dedicated parking spaces for delivery or pickup shown on the site plan, the property owner can designate certain spaces on the site for pickup or delivery service vehicle as desired.

**C-3 – An Ordinance to Amend Section 4.60 of Chapter 47 (Streets) of Title IV of the Code of the City of Ann Arbor**

**Question:** Does our system of enforcement draw any distinction between residential and commercial properties, relative to fines assessed? (Councilmember Nelson)

**Response:** Under section 4:60 Removal of snow and ice from sidewalks, walks, and ramps there is no distinction in the fine for residential vs commercial properties. They are treated the same. The current fine is \$100 for the first citation, \$250 for the second citation issued within the season, and not less than \$500 for any additional citations issued within the season.

**Question:** Does the City have any data on the frequency of these violations (or repeated violations) at specific properties or otherwise track property owners who seem to be struggling with compliance? (Councilmember Nelson)

**Response:** The City does not actively track property owners who appear to be struggling with compliance. Our current system, CityWorks does not afford such tracking. Complaints made through CityWorks (online) must be manually reviewed by the Community Standards Supervisor and assigned for investigation. Prior to issuing a citation, Community Standards workers can check to see if there has been a previous citation at that address during the current season, so the correct fine amount is designated on the citation. Below is a list of complaints made, notices and violations issued by month since January of 2017. When properties are observed to be in violation, a notice is affixed to the residence giving the resident time to comply with the ordinance. Citations are only issued after a notice has been ignored.

**January 2017**

Complaints – 27  
Notices - 6  
Code Violations -0

**February 2017**

Complaints – 132  
Notices - 91  
Code Violations-16

**March 2017**

Complaints – 49  
Notices - 24  
Code Violations -4

**December 2017**

Complaints – 349  
Notices - 90  
Code Violations - 12

**January 2018**

Complaints -372  
Notices - 292  
Code Violations- 63

**February 2018**

Complaints – 465  
Notices - 126  
Code Violations - 40

**March 2018**

Complaints – 40  
Notices - 23  
Code Violations – 4

**November 2018**

Complaints – 7

Notices - 7

Code Violations – 0

**December 2018**

Complaints – 3

Notices - 0

Code Violations – 0

**January 2019**

Complaints -212

Notices - 92

Code Violations - 15

**February 2019**

Complaints – 450

Notices - 286

Code Violations – 47

**March 2019**

Complaints – 56

Notices – 24

Code Violations – 8

**November 2019**

Complaints – 347

Notices – 209

Code Violations – 23

**December 2019**

Complaints – 14

Notices – 0

Code Violations – 0

**January 2020**

Complaints – 342

Notices – 299

Code Violations – 44

**February 2020**

Complaints – 295

Notices – 78

Code Violations – 13

**December 2020**

Complaints – 9

Notices – 3

Code Violations – 0

**January 2021**

Complaints – 298

Notices – 173

Code Violations – 29

**February 2021**

Complaints – 979

Notices – 526

Code Violations - 77

**DC-3 – Resolution to Commit Marijuana Excise Tax Rebate Funds**

**Question:** Has the City Administrator already planned to earmark these funds to a different budget priority, and if so, to which program/department/priority may we need to allocate additional dollars in order to backfill the loss of these funds? (Councilmember Radina)

**Response:** The marijuana revenue was not budgeted since the amount was unknown, so there is no existing plan for expenditures in FY2021. Given the limited history of this revenue stream the City Administrator would consider this a non-recurring revenue in the FY2022 fiscal plan.

## 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 5th DAY OF January, 2021.

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

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/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):

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

**Authorized Official**

\_\_\_\_\_ Date \_\_\_\_\_, 202\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_



# BID FORM

## Section 1—Schedule of Prices

Project: DWWH Water Main Replacement Project  
File #: 2018-033 Bid #: 4650

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130	Protective Fencing	LF	495	\$ 5.15	\$ 2,549.25
135	Tree Removal (8-inches and larger)	Each	1	\$ 1,500.00	\$ 1,500.00
140	Exploratory Excavation	Each	5	\$ 1,500.00	\$ 7,500.00
201	General Conditions, Max. \$50,000	LS	1	\$ 50,000.00	\$ 50,000.00
202	Project Supervision, Max. \$30,000	LS	1	\$ 25,000.00	\$ 25,000.00
203	Minor Traffic Control, Max. \$30,000	LS	1	\$ 30,000.00	\$ 30,000.00
204	Digital Audio Visual Coverage	LS	1	\$ 4,500.00	\$ 4,500.00
205	Certified Payroll Compliance and Reporting	LS	1	\$ 5,000.00	\$ 5,000.00
206	"No Parking" Signs	Each	60	\$ 50.00	\$ 3,000.00
207	Type III Lighted Barricade, Furnish & Operate	Each	10	\$ 85.05	\$ 850.50
208	42 inch Lighted Channelizing Device, Furn & Op	Each	20	\$ 17.01	\$ 340.20
209	Plastic Drum - Lighted, Furnish and Operate	Each	100	\$ 20.79	\$ 2,079.00
210	Temporary Type B Signs	SF	350	\$ 3.78	\$ 1,323.00
211	Solar Arrow Board, Furnish & Operate	Each	2	\$ 567.00	\$ 1,134.00
212	Sidewalk Barricade, Furnish and Operate	Each	20	\$ 80.33	\$ 1,606.60
213	Clean-Up & Restoration, Special, Max \$10,000	LS	1	\$ 10,000.00	\$ 10,000.00
220	Adjust Structure Cover, Modified	Each	30	\$ 595.00	\$ 17,850.00
221	Structure Covers	LB	12,000	\$ 1.70	\$ 20,400.00
230	Wrapped Underdrain 6 inch	LF	2,500	\$ 10.21	\$ 25,525.00
232	Remove and Replace Sanitary Lead	LF	200	\$ 45.00	\$ 9,000.00
241	Fire Hydrant Assembly Abandonment	Each	3	\$ 799.00	\$ 2,397.00
242	6 inch Temporary Water Main Line Stop	Each	6	\$ 10,380.00	\$ 62,280.00
244	12 inch Temporary Water Main Line Stop	Each	2	\$ 12,200.00	\$ 24,400.00
250	Fire Hydrant Assembly, Including 8" x 6" reducer	Each	4	\$ 5,142.50	\$ 20,570.00
262	Remove Conc Curb or Curb & Gutter, Any Type	LF	2,250	\$ 8.21	\$ 18,472.50
263	Remove Conc Sidewalk, Ramp, Drives, Any Thick	SF	3,114	\$ 1.93	\$ 6,010.02
265	Subgrade Undercutting - Type II	CY	250	\$ 52.25	\$ 13,062.50
267	Machine Grading, Modified	SYD	9,400	\$ 17.25	\$ 162,150.00
268	Sand Subbase Course, Class II - C.I.P	CY	1,000	\$ 26.31	\$ 26,310.00
269	21AA Aggregate Base Course - C.I.P	CY	1,700	\$ 45.50	\$ 77,350.00
270	21AA Limestone - C.I.P	CY	100	\$ 45.50	\$ 4,550.00
275	HMA, LVSP - Pavement Leveling Course	Ton	1,150	\$ 96.97	\$ 111,515.50
TOTAL THIS PAGE (BF-1)					\$ 748,225.07

# BID FORM

## Section 1—Schedule of Prices

Project: DWWH Water Main Replacement Project  
File #: 2018-033 Bid #: 4650

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
276	HMA, LVSP - Pavement Top Course	Ton	1,150	\$ 93.45	\$ 107,467.50
280	Conc Curb or Curb & Gutter, Any Type	LF	1,857	\$ 32.40	\$ 60,166.80
282	4" Concrete Sidewalk	SF	529	\$ 5.75	\$ 3,041.75
283	6" Concrete Sidewalk, Ramp, Drive Approach	SF	486	\$ 7.33	\$ 3,562.38
284	6" Concrete Sidewalk, Ramp, Drive Approach - HE	SF	2,099	\$ 7.54	\$ 15,826.46
285	Concrete Type M Drive Opening, HE	LF	584	\$ 32.40	\$ 18,921.60
287	Detectable Warning, Cast In Place	SF	140	\$ 42.00	\$ 5,880.00
290	Pav Markings, 4" Solid White, Type R	LF	480	\$ 1.75	\$ 840.00
291	Pav Markings, Therm, 24" Stop Bar	LF	80	\$ 22.83	\$ 1,826.40
306	6" PVC Storm Sewer Pipe, Trench Detail I	LF	100	\$ 57.92	\$ 5,792.00
307	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	LF	660	\$ 79.31	\$ 52,344.60
367	Single Inlet	Each	24	\$ 1,454.68	\$ 34,912.32
385	Storm Pipe Abandonment or Removal	LF	700	\$ 13.10	\$ 9,170.00
386	Storm Structure Abandonment or Removal	Each	24	\$ 650.00	\$ 15,600.00
392	Pipe Undercut and Refill (6A)	CY	50	\$ 65.00	\$ 3,250.00
400	6 inch, Class 50 DIP w/polywrap, Trench Detail I	LF	15	\$ 206.94	\$ 3,104.10
401	8 inch, Class 50 DIP w/polywrap, Trench Detail I	LF	2,355	\$ 89.01	\$ 209,618.55
402	12 inch Class 50 DIP w/polywrap, Trench Detail I	LF	10	\$ 284.86	\$ 2,848.60
410	8" 90° Bend	Each	1	\$ 363.99	\$ 363.99
411	8" 45° Bend	Each	6	\$ 304.38	\$ 1,826.28
412	8" 22 1/2° Bend	Each	7	\$ 258.54	\$ 1,809.78
413	8" 11 1/4° Bend	Each	4	\$ 265.08	\$ 1,060.32
417	8" x 6" Reducer	Each	2	\$ 224.00	\$ 448.00
418	8" x 8" x 8" Tee	Each	11	\$ 421.20	\$ 4,633.20
419	12" x 12" x 12" Tee	Each	1	\$ 893.04	\$ 893.04
420	12" x 8" Reducer	Each	1	\$ 427.23	\$ 427.23
446	8" Gate Valve-in Well	Each	7	\$ 3,286.14	\$ 23,002.98
460	Exc & Backfill for Water Service Tap and Lead	LF	1,000	\$ 26.20	\$ 26,200.00
481	Water Main Pipe Abandonment	LF	2,400	\$ 5.24	\$ 12,576.00
482	Gate Valve in Box Abandonment or Removal	Each	4	\$ 350.00	\$ 1,400.00
483	Gate Valve in Well Abandonment or Removal	Each	2	\$ 750.00	\$ 1,500.00
567	Adjust Monument Box or Gate Valve Box	Each	4	\$ 575.00	\$ 2,300.00
702	Inlet Filter	Each	24	\$ 125.00	\$ 3,000.00
703	Silt Fence	LF	2,500	\$ 3.70	\$ 9,250.00
TOTAL THIS PAGE (BF-2)					\$ 644,863.88
TOTAL FROM PAGE BF-1:					\$ 748,225.07
TOTAL BASE BID:					\$ 1,393,088.95

## 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 1/5/21

## 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 1/5/21

## 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	\$208,550.00
T&D Concrete	Concrete	\$93,815.30
Spartan Traffic	Signs & Barricade	\$8,784.00
WaterTap Inc.	Line Stops	\$27,480.00

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 \_\_\_\_\_ Date 1/5/21

## BID FORM

### Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 2 years.

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

1)	<u>Barton DriveWatermain Replacement</u>	<u>\$1,505,442.00</u>	<u>2020</u>
	Project Name	Cost	Date Constructed

<u>Jane Allen(City of Ann Arbor)</u>	<u>734-794-6410 Ext.43678</u>
Contact Name	Phone Number

2)	<u>Franklin Street Reconstruction</u>	<u>\$1,663,106.00</u>	<u>2020</u>
	Project Name	Cost	Date Constructed

<u>Troy White(City of Jackson)</u>	<u>517-768-6075</u>
Contact Name	Phone Number

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

<u>Brain Slizewski-(City of AnnArbor)</u>	<u>734-794-6410</u>
Contact Name	Phone Number

## BID FORM

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

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

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

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

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

1. Organization Name: 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: 48 Yrs.

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

James W. Bailey, John W. Bailey

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

Explanation of any business name changes:

N/A

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. 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.

Subcontractor= 20%

---

10. Submit documentation as to employee pay rates.

See Attached

11. Submit a statement whether bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.

See Attached

---



5.

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

*Federal ID Number:* 38-2009278

**Schedule A**

*Contact:* Rhonda L. Blair

*Officer's:*

James W. Bailey -CEO/President  
John W. Bailey -Vice President

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

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

*Year Corporation Formed:*

1973

48 Years in Business

46 Employees

**KEY PERSONNEL**

Name	Title	Experience/Years	
JAMES W. BAILEY	PRESIDENT	47 YEARS	OWNER
JOHN W. BAILEY	VICE PRESIDENT	43 YEARS	OWNER
JACOB W. BAILEY	MANAGER/ESTIMATOR	10 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	36 YEARS	PROJECTS
STEVE LOGAN	FOREMAN	25 YEARS	PROJECTS
RHONDA L. BLAIR	OFFICE MANAGER	38 YEARS	OFFICE

***Equal Opportunity Employer***

Certified Payroll Register

Job  
ITB-4617 BARTON DRIVE  
WATERMAIN REPLACEMENT PROJECT  
CITY OF ANN ARBOR  
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: 20210W  
Week Ending: 11/7/2020  
Payroll # 24

Name	Soc Sec No.	Class	Mar	Exemp.	Hours Worked This Job.							Tot	Pay Rate	Gross Pay This Job All Jobs	Deductions --			Total	Net Pay																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Hours		Pay
Regular	41.000	1,217.53
Overtime	9.000	400.58
	50.000	1,618.11

# Certified Payroll Register

Page: 2

Contractor  
 418-4617 BARTON DRIVE  
 WATERMAIN REPLACEMENT PROJECT  
 CITY OF ANN ARBOR  
 WASHTENAW COUNTY  
 ANN ARBOR, MI 48107

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

Job Number: 20210W  
 Week Ending: 11/7/2020  
 Payroll # 24

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 ITB-4617 BARTON DRIVE that during the payroll period commencing on 11/1/2020 and ending 11/7/2020, 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

# Certified Payroll Register

11B-4617 BARTON DRIVE WATERMAIN REPLACEMENT PROJECT CITY OF ANN ARBOR 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: 20210W Week Ending: 11/7/2020 Payroll # 24
--	---	--	--

has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (RICHMOND) EXPLANATION

## REMARKS

Operator Pay Rate includes 15% Vacation Pay + .05 Supplemental Vacation Pay. (Base Rate + 15% + .05) Vacation Pay is included in Pay Rate  
 Laborer Pay Rate includes \$3.75 Per Hour Vacation Pay-\$5.63 Per Hour O.T. (Base Rate + \$3.75) Vacation Pay is included in Gross Pay Washtenaw County \$4.00 Per Hour Vacation Pay-\$6.00 Per hour O.T. (Base Rate + \$4.00) WC

Name and title

signature

RHONDA L. BLAIR/OFFICE MANAGER  
 Rhonda L. Blair  
 Dec 2 2020 4:23 PM

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

\$ 83,995.22

## MICHIGAN LABORERS' FRINGE BENEFIT FUNDS CONTRIBUTION REPORT

EMPLOYER I.D. NUMBER		TELEPHONE NUMBER	HOURS	x	RATE	= CONTRIBUTION	+/- ADJUSTMENT	=	TOTAL	
00-0034800 191	517-750-3030	HEALTH CARE	1,714.00	x	\$ 5.45	=	9,341.30	+/-	=	9,341.30
		VACATION	1,839.75	x	\$ 3.75	=	6,899.06	+/-	=	6,899.06
		PENSION	1,714.00	x	\$ 7.00	=	11,998.00	+/-	=	11,998.00
Oct-20	AREA (SEE REVERSE SIDE)	TRNG-APPR	1,714.00	x	\$ 0.45	=	771.30	+/-	=	771.30
		LABOR MGMT	1,714.00	x	\$ 0.45	=	771.30	+/-	=	771.30
		INDUSTRY	1,714.00	x	\$ 0.12	=	205.68	+/-	=	205.68
JOB SITE(CTY) OR UNION LOCAL NO.	TOTAL HOURS WKD (ALL PAGES)		x		=	-	+/-	=	-	
			x		=	-	+/-	=	-	
			x		=	-	+/-	=	-	
Local 499 - Zone 2 Jxn	1714	EFFECTIVE 6/1/18	Section H0		29,986.64		+/-	=	\$29,986.64	
		TOTALS								

☐ Final Report  
☐ No covered  
 Discontinue Prebill Employees This Month

☐ Final Report  
☐ No covered  
 Discontinue Prebill Employees This Month

MAKE ONE CHECK PAYABLE TO: MICHIGAN LABORERS' FRINGE BENEFIT FUNDS  
SEE REVERSE SIDE:

FOR ADDITIONAL INSTRUCTIONS OR IF NO LABORERS' WERE EMPLOYED OR FOR FINAL REPORT AND FOR SIGNATURE FOR FILING THIS REPORT

EMPLOYEE NAME		SOCIAL SECURITY NUMBER	HOURS		VACATION AMOUNT	GROSS WAGES
LAST	INT		WORKED	PAID		
BLODGETT			161	171.5	\$ 643.13	\$ 3,167.73
CONNELLY			154.5	167	\$ 626.26	\$ 3,979.62
DARNELL			133.5	141.25	\$ 529.69	\$ 3,365.99
EUBANKS			186	203.5	\$ 763.13	\$ 4,715.10
JOHNSON			164.5	179	\$ 671.25	\$ 3,111.03
J IPLIN			160	173.75	\$ 651.56	\$ 4,314.22
MENA			135.5	140.75	\$ 527.82	\$ 3,354.08
NEVINS			148.5	152.25	\$ 570.94	\$ 3,628.12
OSTROM			161.5	174.75	\$ 655.31	\$ 3,037.16
PANCAKE			186	207	\$ 776.25	\$ 4,796.20
WASHINGTON			123	129	\$ 483.75	\$ 2,242.02
TOTAL THIS PAGE			1714	1839.75	\$ 6,899.09	\$ 39,711.27

**TYPE OF WORK OR AREA OF CONSTRUCTION**

Section

12. Submit a statement explaining bidder's Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses along with supporting documentation or other evidence.

See Attached

---

13. Has bidder had any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

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

Yes

No

15. By attachment, please provide the following:

- Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

N/A - See Attached Insurance Certificate



# Bailey Excavating, Inc.



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

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

## EQUAL OPPORTUNITY EMPLOYER

### EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

"BAILEY EXCAVATING, INC."

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to be treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, sex, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

5/20/2019

DATE

  
JACOB W. BAILEY, EEO OFFICER

*An Equal Opportunity Employer*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2020

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

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

<b>PRODUCER</b> Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	<b>CONTACT NAME:</b> Darcie DeHart	
	<b>PHONE (A/C, No, Ext):</b> 517-783-2608 <b>FAX (A/C, No):</b> 517-783-4674	
	<b>E-MAIL ADDRESS:</b> Darcie@barkerweber.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> State Automobile Mutual Insurance Company	25135
	<b>INSURER B:</b> Accident Fund Insurance Company	10166
	<b>INSURER C:</b> Environmental Risk Managers	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PBP2728202	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAF2424722	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 0	Y	Y	PBP2728202	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCV6112694	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Equipment			PBA2728202	06/01/2020	06/01/2021	Policy Limit - \$58,928.81 Deductible \$2,500
C	Pollution Liability			G27928602 002	11/25/2020	11/25/2021	Each Occurrence \$1,000,000 Policy Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Baron Drive Water Main Replacement and Resurfacing Project - ITB 4617

City of Ann Arbor included as Additional Insured as respect General Liability. Coverage is primary and non contributory. Policy includes contractors general liability plus endorsement - Blanket additional insured and Waiver of Subrogation. No added exclusions or limiting endorsements for products and completed operations

**CERTIFICATE HOLDER****CANCELLATION**

City of Ann Arbor  
100 N. Fifth Avenue  
Ann Arbor, MI 48107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE FORM**

**SCHEDULE**

Name of Person or Organization:

City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section V, 17, The Transfer of Your Rights Of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU**

CB-7433(7-13)

This endorsement modifies insurance provided under the following:

**BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM**

1. Who Is An Insured is amended to include as an additional insured:
  - a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any pro-

fessional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ENDORSEMENT**  
**ADDITIONAL INSURED - AUTO/GARAGE POLICY**

Who Is An Insured is amended to include the person or organization named in the schedule below or in the Declarations but only with respect to liability for the conduct of an "insured."

**ADDITIONAL INSURED**

**TYPE INTEREST**

City of Ann Arbor  
301 E. Huron St  
Ann Arbor, MI 48107

This endorsement forms a part of the policy to which it is attached.

**AU188 (01/92)**

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**2<sup>nd</sup> Tier Criteria (\$100,001.00 to \$250,000.00) <<please remove if project is not expected to exceed \$100k>>**

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

Yes

No

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

Yes

No

EMR = .70

18. Can bidder provide a ratio of masters and journeypersons to apprentices proposed to be used on the construction project job site, documentation of master or journeyperson certification or status and the source for same, and if not, the qualifications of employees who will be assigned to work on the project?

Yes

No

If, yes, Ratio = NA

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

Yes

No

If bidder answered "yes" to the question above and is selected for this project, bidder will be required to submit the RAP to the City.

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

---

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

Yes

No



Providing Excellent Service - Quality Coverage Because We Care About You

September 20, 2019

Bailey Excavating, Inc.  
PO Box 660  
Jackson, MI 49204

Re: Workers Compensation – Experience Modification Rating Factor History

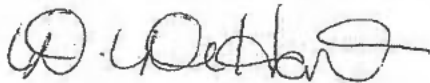
Hello,

Thank you for your inquiry regarding your Workers Compensation Experience Rating Modification history. The following were developed for each rating year:

<u>Rating Period Dates</u>	<u>Company</u>	<u>Modification Factor</u>
06/01/2019 – 2020	State Auto Insurance Co.	.70
06/01/2018 – 2019	State Auto Insurance Co.	.70
06/01/2017 – 2018	State Auto Insurance Co.	.72

Please let us know if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read 'D. DeHart', written in a cursive, flowing style.

Darcie DeHart for:

Steve Lefere

19.

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP  
APPRENTICESHIP CERTIFICATION**

Bailey Excavating, Inc.  
PO Box 660  
Jackson, MI 49201

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - Michigan Laborer's JAC:**

Michigan Laborer's JAC  
11155 S. Beardslee Road  
Perry, MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI16N050267	[REDACTED]	CRABTREE, ANTHONY	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	8/8/2016		
MI2018003309		KEMPLIN, JOSEPH	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	4/4/2018		
MI2019003057		Zischke, Ian	CONSTRUCTION CRAFT LABORER (0661 V1) Time-Based	5/13/2019		



Certified by the U.S. Department of Labor

Date Issued: 1/8/2020

\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*





**3rd Tier Criteria (above \$250,000.00) <<please remove if project is not expected to exceed \$100k>>**

21. Can bidder provide audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity?

☒ Yes

☐ No

*(Evidence that bidder has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000.00 related to any portion of the project.)*

22. Can bidder provide evidence of a quality assurance program used by the bidder and the results of any such program on the bidder's previous projects?

☒ Yes

☐ No

21.



**MOURER  
FOSTER**  
ROADS & INSURANCE

September 20, 2019

Bailey Excavating, Inc.  
Mr. James Bailey  
P.O. Box 660  
Jackson, MI 49204

RE: Bonding Capacity

Dear Jim,

This will advise that Travelers Casualty and Surety Company of America serves as Surety for Bailey Excavating, Inc. Travelers Casualty and Surety Company of America stands ready to tender surety credit to Bailey Excavating, Inc. in regard to all bid, performance and labor and material payment bonds up to \$10,000,000 single project/\$20,000,000 aggregate work program.

This program is dependent on the current financial condition of Bailey Excavating, Inc. Should their financial condition change, this commitment will be altered. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if, for any reason, we do not execute such bonds.

Travelers Casualty and Surety Company of America has an A.M. Best Rating of A++ (Superior) and a Financial Size Category of XV (\$2 Billion or greater).

If you need additional information, please give me a call.

Thank you,

Dan Cusenza,  
Attorney-in-Fact

**TRAVELERS**

**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 **Dan Cusenza** 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 **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

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

On this the **3rd** day of **February**, **2017**, 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 the corporations 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**



Marie C. Tetreault  
Marie C. Tetreault, 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 **20th** day of **September**, **2019**



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 the power is attached.

22.

# Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204  
PHONE (517) 750-3030

TO: ALL BAILEY EXCAVATING, INC. EMPLOYEES

FROM: JAMES W. BAILEY

## SAFETY, ACCIDENT PREVENTION, AND LOSS CONTROL POLICY STATEMENT

The Bailey Excavating, Inc. and its subsidiaries are committed to a strong employee safety program. It is directed at providing a place of employment that is free from recognized physical hazards and provide a healthful environment for its employees and others working at its facilities.

Responsibility for safety is shared between company management, supervision and employees. Bailey Excavating, Inc. recognizes the need for safe work practices, employee training and equipment in good operating order. Managers are expected to give their complete support to the safety and accident prevention program. However, accidents can best be prevented through safety minded attitudes and actions of all employees.

### RESPONSIBILITIES

#### Management:

Provide strong company support in principle and funding as required.

Assure that all activities under their direction are operated in a safe manner.

Compliance to federal and state occupational safety and health standards of their facilities, equipment and work practices.

Abatement of conditions that have or may result in citations by enforcement officials.

See that all recommendations of insurance carrier inspectors are acted upon and responded to promptly.

# Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204  
PHONE (517) 750-3030

## SUPERINTENDENTS AND FOREMEN:

Always set a good safety example.

Alert and train your workers in good safety practices.

Conduct periodic inspections of the work site to identify possible hazards. Where practical, eliminate the hazards, and when not practical, point them out to workers so they can be avoided.

Conduct regular tool box meetings, a minimum of once each week. A written report of the safety meeting including a list of employees participating is required.

See that all accidents are reported and investigated promptly.

Be prepared to help in any accident or emergency. Have proper phone numbers to summon police, fire department, ambulance and doctor as required.

Provide proper job instruction and be certain that each employee knows all the safety rules that apply to the job.

Enforce safety rules.

Discuss all pertinent safety information and all known hazards with employees before a job is started. Instruct employees to be alert for unknown hazards and to be concerned with safety at all times.

## EMPLOYEES:

Work safety and conduct themselves in a responsible manner.

Good safety performance requires the efforts of all employees to prevent accidents or injuries.

Accept safety as a personal matter. Every employee must cooperate with the safety program by developing safe work habits and reporting hazardous working conditions. They are expected to be continually on the alert for potential hazards and to take necessary action to prevent accidents and injuries.

Follow the safety practices which are established for their protection and that of other employees.

# Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204  
PHONE (517) 750-3030

## SAFETY AND LOSS CONTROL MANAGER

Formulate the safety and loss control program.

Assist manager in meeting their safety and loss control responsibility.

Investigate practices or conditions which have caused or may cause accidental injury or property damage and make recommendations for correction.

Stay abreast of all developments of new or revised safety and health regulations.

Publish regular bulletins to communicate important safety matter to managers, supervisors and employees.

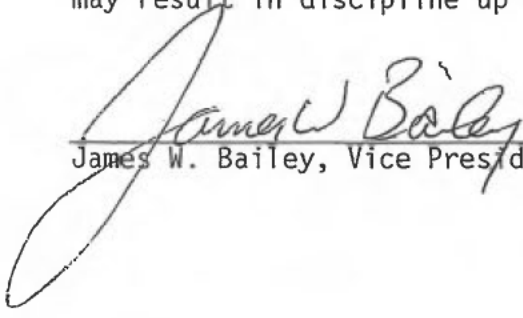
Conduct regular and thorough safety and loss control audits of all facilities and activities.

## CONTRACTOR AND SUBCONTRACTORS

Comply with all applicable federal, state and local safety and health related standards and regulations when working on Bailey Excavating, Inc. premises or as a subcontractor on field projects. It is up to the individual employer to require its employees to perform in a safe and responsible manner.

## CONCURRENT WITH THE INSTITUTION OF THIS POLICY STATEMENT

Bailey Excavating, Inc. will be adopting specific Safety Rules. While it is the company's intent to make their Safety Rules as practical as possible, they may result in some inconvenience to the employees and/or changes in job procedures. A positive incentive program to promote employee participation may be adopted as an option by individually. However, all employees are required to observe the Safety Rules and violation thereof may result in discipline up to and including termination.



James W. Bailey, Vice President

# *miosha violations*

## **FOREMAN/QUALIFIED EMPLOYEE** **SAFETY CHECKLIST**

Superintendent:

Job Location:

Date:

Inspected By:

	<b>Yes</b>	<b>No</b>
1. Emergency phone numbers posted.	<input type="checkbox"/>	<input type="checkbox"/>
2. First Aid/CPR certified employee on each job site.	<input type="checkbox"/>	<input type="checkbox"/>
A. First-aid kits available.	<input type="checkbox"/>	<input type="checkbox"/>
B. CPR mask.	<input type="checkbox"/>	<input type="checkbox"/>
C. Rubber gloves.	<input type="checkbox"/>	<input type="checkbox"/>
D. Haz Mat disposal bag.	<input type="checkbox"/>	<input type="checkbox"/>
3. Drinking water with cups available.	<input type="checkbox"/>	<input type="checkbox"/>
4. Toilet facilities provided or available.	<input type="checkbox"/>	<input type="checkbox"/>
5. Personal safety equipment in use.		
A. Hard hats.	<input type="checkbox"/>	<input type="checkbox"/>
B. Eye protection.	<input type="checkbox"/>	<input type="checkbox"/>
C. Ear protection.	<input type="checkbox"/>	<input type="checkbox"/>
D. Hand protection.	<input type="checkbox"/>	<input type="checkbox"/>
E. Foot Protection.	<input type="checkbox"/>	<input type="checkbox"/>
F. Clothing protection.	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
6. Fuel Storage.		
A. Fuel storage area marked "NO SMOKING" Appropriate extinguisher available in area.	<input type="checkbox"/>	<input type="checkbox"/>
B. All fuel cans safety type-transport only.	<input type="checkbox"/>	<input type="checkbox"/>
7. Traffic and pedestrian control devices properly used.	<input type="checkbox"/>	<input type="checkbox"/>
A. Construction signs.	<input type="checkbox"/>	<input type="checkbox"/>
B. Proper barricades.	<input type="checkbox"/>	<input type="checkbox"/>
C. Traffic cones.	<input type="checkbox"/>	<input type="checkbox"/>
D. Flagpersons with six foot staff with red flags and orange vest.	<input type="checkbox"/>	<input type="checkbox"/>
E. Flagpersons properly instructed.	<input type="checkbox"/>	<input type="checkbox"/>
F. Flagpersons used to assist trucks and vehicles in and out of traffic.	<input type="checkbox"/>	<input type="checkbox"/>
8. Tools.		
A. Air tool connections secured with safety chains.	<input type="checkbox"/>	<input type="checkbox"/>
B. Portable electric tools provided with approved systems of double insulation and GFCI.	<input type="checkbox"/>	<input type="checkbox"/>
C. Extension cords are three wire type and in good condition.	<input type="checkbox"/>	<input type="checkbox"/>
D. Portable lights equipped with bulb guards.	<input type="checkbox"/>	<input type="checkbox"/>
E. Protective guards on portable saws in good order.	<input type="checkbox"/>	<input type="checkbox"/>
F. Ladder in good condition.	<input type="checkbox"/>	<input type="checkbox"/>
G. All hand tools in good condition, no cracked or splintered handles.	<input type="checkbox"/>	<input type="checkbox"/>



	Yes	No
9. Trucks and equipment.		
A. Parking brakes set when not in use.	<input type="checkbox"/>	<input type="checkbox"/>
B. Type ABC fire extinguishers available in trucks.	<input type="checkbox"/>	<input type="checkbox"/>
C. All horns and lights in good working order.	<input type="checkbox"/>	<input type="checkbox"/>
D. Seats firmly secured on vehicles used to transport Employees.	<input type="checkbox"/>	<input type="checkbox"/>
E. A copy of the most recent equipment inspection checklist on site.	<input type="checkbox"/>	<input type="checkbox"/>
F. Roll over protection and seat belts in good order.	<input type="checkbox"/>	<input type="checkbox"/>
G. Equipment safety chains in good order and in use.	<input type="checkbox"/>	<input type="checkbox"/>
H. Registration cards in all trucks.	<input type="checkbox"/>	<input type="checkbox"/>
I. Equipment and vehicle properly lubricated and maintained.	<input type="checkbox"/>	<input type="checkbox"/>
J. All drivers with valid licenses.	<input type="checkbox"/>	<input type="checkbox"/>
K. Back-up alarms in good working order.	<input type="checkbox"/>	<input type="checkbox"/>
L. Windshield void of cracks/wipers and defoggers in operable condition.	<input type="checkbox"/>	<input type="checkbox"/>
10. Excavation, trenching, shoring, pipe laying.		
A. Qualified person makes periodic inspections of soil conditions and shoring systems.	<input type="checkbox"/>	<input type="checkbox"/>
B. Effort made to locate underground installations by inspection and notification to MISS DIG 1-800-482-7171.	<input type="checkbox"/>	<input type="checkbox"/>
C. Excavated material stored 2 feet from edge of excavation.	<input type="checkbox"/>	<input type="checkbox"/>
D. Materials used for shoring in good working condition - trench box inspected for broken welds.	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
E. Walls on manhole and ditch excavations more than 5 feet deep shored or sloped or otherwise protected.	<input type="checkbox"/>	<input type="checkbox"/>
F. Means of ingress/egress provided every 25 feet in trenches over 4 feet deep.	<input type="checkbox"/>	<input type="checkbox"/>
G. Warning signs posted on truck cranes and excavating equipment. Maintain minimum 10 foot clearance when working near electrical lines.	<input type="checkbox"/>	<input type="checkbox"/>
11. Working in confined spaces.		
A. Confined space tested for gas before entry.	<input type="checkbox"/>	<input type="checkbox"/>
B. Confined space ventilated with blowers before entry.	<input type="checkbox"/>	<input type="checkbox"/>
C. Smoking or open flame not permitted within 25 feet of confined space.	<input type="checkbox"/>	<input type="checkbox"/>
D. Upstream utilities tagged and locked out.	<input type="checkbox"/>	<input type="checkbox"/>
12. Handling and storage of materials		
A. Rigging equipment inspected at beginning of each shift.	<input type="checkbox"/>	<input type="checkbox"/>
B. Chains are alloy steel with permanent tag showing size, grade, rated capacity and manufacturer's name.	<input type="checkbox"/>	<input type="checkbox"/>
C. Material staked, raked, blocked, interlocked or otherwise secured to prevent sliding, falling or collapse during storage or transit.	<input type="checkbox"/>	<input type="checkbox"/>
D. Inspect hooks for stretching or twisting.	<input type="checkbox"/>	<input type="checkbox"/>
E. Slings in good condition and built properly.	<input type="checkbox"/>	<input type="checkbox"/>
13. MIOSHA safety poster displayed.	<input type="checkbox"/>	<input type="checkbox"/>
14. Accident report filled out promptly and completed after each accident. Phoned in to office for typing and mailing.	<input type="checkbox"/>	<input type="checkbox"/>
15. Safety manual on jobsite.	<input type="checkbox"/>	<input type="checkbox"/>

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 16. New employees given brief orientation as to company policies.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Conduct one 10 minute safety meeting (Tool Box Talk) with crew each week. Records of topic and attendance must be turned into home office. | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. MSDS booklet and poster.   | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS

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BAILEY EXCAVATING, INC.  
HEALTH & SAFETY PLANS FOR

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DATE: \_\_\_\_\_

TO

DATE: \_\_\_\_\_

PROJECT # \_\_\_\_\_

PREPARED BY:  
BAILEY EXCAVATING, INC.  
1073 Toro Drive  
Jackson, MI 49201  
517-750-3030

SAFETY OFFICER:  
JOHN W. BAILEY

The purpose of this Health and Safety Plan is to provide the employees of Bailey Excavating and Sub Contractors with information about this project to help protect the workers on the job, and prevent any accidents or personal injuries.

All Employees and Sub Contractors must comply with Bailey Excavating's company policies, which have been previously approved by the affiliated unions. Enclosed is a copy of the Company's policy.

Any questions relating to the Health and Safety Plan on this project should immediatly be reported to:

Bailey Excavating, Inc.  
John W. Bailey, Health and Safety Officer  
1073 Toro Drive  
Jackson, MI 49201  
517-750-3030

## 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

1/5/21  
Date

Jacob W. Bailey - Project Manager/Estimator

Print Name and Title

1073 Toro Drive-Jackson, MI 49201

Address, City, State, Zip

517-750-3030- jacob@bailey-excavating.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 \$13.91/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 \$15.51/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

**1073 Toro Drive**

Street Address

Signature of Authorized Representative

1/5/21

Date

**Jackson, MI 49201**

City, State, Zip

**Project Manager/Estimator**

Print Name and Title

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

Phone/Email address

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021**

**\$13.91 per hour**

If the employer provides health care benefits\*

**\$15.51 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
	<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

1/5/21

Date

Jacob W. Bailey

Printed Name of Vendor Authorized Representative

**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

1/5/21

Date

**Jacob W. Bailey - Project Manager/Estimator**

Print Name and Title

**1073 Toro Drive - Jackson, MI 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

**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.

**OWNER:***(Name, legal status and address)*

City of Ann Arbor

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

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

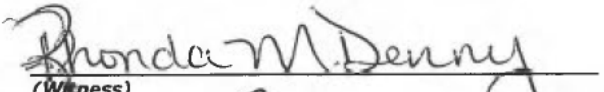
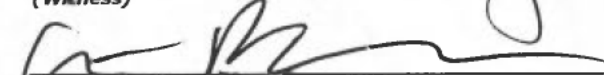
**PROJECT:** ITB No. 4650 - Dunmore, Waverly, Weldon, Hartford Water Main Replacement Project  
*(Name, location or address, and Project number, if any)*

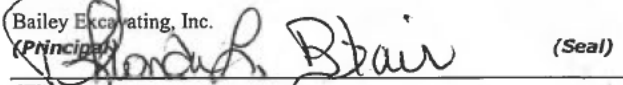
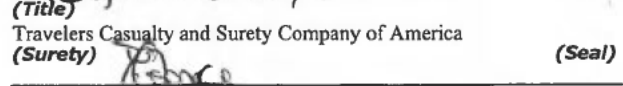
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 5th day of January, 2021

  
(Witness)  
  
(Witness) Amie Barker

Bailey Excavating, Inc.  
(Principal)  
  
(Title)  
Travelers Casualty and Surety Company of America  
(Surety)  
  
(Title) Dan Cusenza, 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 **Dan Cusenza** of **LANSING**

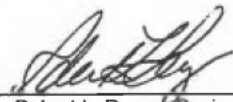
**Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing 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.

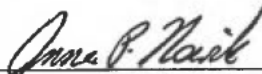
By:   
Robert L. Raney, Senior Vice President

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, 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 **5th** day of **January**, **2021**



  
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.**