WEST BEND
A MUTUAL INSURANCE COMPANY®

Bond Number 2503268

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, SWT Excavating, Inc. as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Ann Arbor as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for Galvanized Water Service Line Replacement

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 13 day of October , 20 21

Principal:

SWT Excavating, Inc.

By: (SEAL)

Witness:

Name Typed: Scott Taylor, President

Title

Surety:

West Bend Mutual Insurance Company

By: Michele Hills

Witness: Kristi Wright

Name Typed: Michele Hills , Attorney-In-Fact

Title

Agency Name: NULTY AGENCY INC

Address: 5579 STADIUM DR

KALAMAZOO, MI 49009

Phone Number: (269) 372-9200

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

PO Box 620976 | Middleton, WI 53562 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2503268

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michele Hills

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of October, 2021.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

formstack sign

Document Completion Certificate

Document Reference : fb69e8d9-1d62-4b66-9cfa-1e88e295c8b8
Document Title : SWT Bid Bond
Document Region : Northern Virginia
Sender Name : Michele Hills
Sender Email : mhills@nulty.com
Total Document Pages : 2
Secondary Security : Not Required
Participants

1. Kristi Wright (kwright@nulty.com)
2. Michele Hills (mhills@nulty.com)

Document History

Timestamp	Description
10/11/2021 10:53AM EDT	Document sent by Michele Hills (mhills@nulty.com).
10/11/2021 10:53AM EDT	Email sent to Kristi Wright (kwright@nulty.com).
10/11/2021 10:53AM EDT	Email sent to Michele Hills (mhills@nulty.com).
10/11/2021 10:53AM EDT	Document viewed by Kristi Wright (kwright@nulty.com). 64.20.201.98 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:54AM EDT	Kristi Wright (kwright@nulty.com) has agreed to terms of service and to do business electronically with Michele Hills (mhills@nulty.com). 64.20.201.98 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:54AM EDT	Signed by Kristi Wright (kwright@nulty.com). 64.20.201.98 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:54AM EDT	Email sent to Michele Hills (mhills@nulty.com).
10/11/2021 10:56AM EDT	Document viewed by Michele Hills (mhills@nulty.com). 73.161.244.120 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:56AM EDT	Michele Hills (mhills@nulty.com) has agreed to terms of service and to do business electronically with Michele Hills (mhills@nulty.com). 73.161.244.120 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:56AM EDT	Signed by Michele Hills (mhills@nulty.com). 73.161.244.120 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/94.0.4606.81 Safari/537.36
10/11/2021 10:56AM EDT	Document copy sent to Kristi Wright (kwright@nulty.com).
10/11/2021 10:56AM EDT	Document copy sent to Michele Hills (mhills@nulty.com).

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 __Ø__, 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 13 DAY OF October, 2021.

SWT Exc. Inc.	
Bidder's Name	Authorized Signature of Bidder
8936 E K Ave Galesburg MI, 49053	Scott Taylor
Official Address	(Print Name of Signer Above)
(269) 327-1908	staylor@swtexcavating.com
Telephone Number	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 Scott Taylor, bearing the office title of President, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

_____

_____

_____

_____

_____

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

Authorized Official

_____ **Date** _____, 202_

(Print) Name Scott Taylor Title President

Company: SWT Exc. Inc

Address: 8936 E K Ave Galesburg MI, 49053

Contact Phone (269) 327-1908 Fax ( ) N/A

Email staylor@swtexcavating.com

BID FORM

Section 1 – Schedule of Prices

Company: SWT Exc. Inc.

Project: ITB# 4694 - Galvanized Water Service Line Replacement

ESTIMATED QUANTITIES	UNIT	DESCRIPTION OF WORK	UNIT PRICE	TOTAL PRICE
200	Each	Mobilization, fixed cost per service	$1,389.51	$277,902.00
30	Per Day	Traffic Control, Major Road	$1,000.00	$30,000.00
20	Per Day	Arrow Board, billed in quarters	$300.00	$6,000.00
20	Per Day	Per Flagger	$645.50	$12,910.00
1	LS	Certified Payroll Compliance and Reporting	$16,000.00	$16,000.00
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Cable Pulling	$67.66	$13,532.00
190@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Boring	$67.66	$514,216.00
5@40ft	Linear Foot	Water Service Line Replacement, 1" Copper, Open Cut	$67.66	$13,532.00
1@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Cable Pulling	$69.50	$2,780.00
2@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Boring	$69.50	$5,560.00
1@40ft	Linear Foot	Water Service Line Replacement, 1.25" Copper, Open Cut	$69.50	$2,780.00
1@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Cable Pulling	$80.75	$3,230.00
2@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Boring	$80.75	$6,460.00
1@40ft	Linear Foot	Water Service Line Replacement, 1.5" Copper, Open Cut	$80.75	$3,230.00
5	Each	Failed Attempt – Boring Method	$235.00	$1,175.00
5	Each	Failed Attempt – Cable Pulling Method	$295.35	$1,476.75
4000	Square Ft	Remove Concrete Sidewalk, Ramp Drives, any Thickness	$3.50	$14,000.00
100	Linear Feet	Remove Concrete Curb or Curb & Gutter,	$18.25	$1,825.00
3500	Square Foot	Replace Concrete Sidewalk, 4"	$9.25	$32,375.00
500	Square Foot	Replace Concrete Sidewalk, Ramp, Drive Approach 6"	$18.50	$9,250.00
2	Each	ADA Detectable Warning Plate	$800.00	$1,600.00
100	Linear Feet	Replace Concrete Curb or Curb & Gutter	$68.50	$6,850.00
40	Ton	HMA, LVSP - Pavement Leveling Course	$400.00	$16,000.00
24	Ton	HMA, LVSP - Pavement Top Course	$425.00	$10,200.00
40	LBS	Fertilizer, Chemical Nutrient, Cl A	$15.56	$622.40
60	LBS	Seeding Mixture, THM	$18.50	$1,110.00
1000	Square Yard	Topsoil Surface, Furnish, 4 inch	$8.50	$8,500.00

ESTIMATED TOTAL $ 1,013,116.15

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.

Item Number	Description	Add/Deduct Amount

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 10/13/21

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 10/13/21

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:

Subcontractor (Name and Address)	Work	Amount
Wolthuis Varnell Concrete	Sidewalk/drive approach ADA curb/gutter	$48,350.00
Sommerset Paving	HMA	$25,600.00
PoCO	Traffic control	$24,500.00

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 _____

BID FORM

Section 5 – References

Include a minimum of _3_ references from similar projects completed within the past _3_ years.

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

1) 2020 Non copper service Replacement City of Kalamazoo — Project Name
8.6 Mill — Cost
8/2/2020 – current — Date Constructed

Anna Crandella — Contact Name
(269) 337-8055 — Phone Number

2) 2020 Lead service Line Replacement City of Jackson — Project Name
85,000.00 — Cost
9/1/2020 — Date Constructed

Troy White — Contact Name
(517) 206-4286 — Phone Number

3) 2017-2021 New water services City of Kalamazoo — Project Name
1.1 mill per year — Cost
Jan 2017 – Current — Date Constructed

Steve Skalski — Contact Name
(269) 337-8454 — Phone Number

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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: SWT Exc. Inc.

Social Security or Federal Employer I.D. #: 27-4321998

Address: 8936 E K Ave

City: Galesburg State: MI Zip: 49053

Type of Organization (circle one below):

Individual Partnership (Corporation) Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1981

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

Scott Taylor President/owner

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

Explanation of any business name changes:

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:

Foreman has 20+ years experience in City water/sewer connections

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

Scott Taylor - MI 2101176019 Scott Johnson - 8224190
Robert Loftis MI #8111390

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.

0%

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

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

Health, Dental, & Vision Insurance, 401K w/ match, paid vacation, holidays; Payments or Contributions are to a third party admin plan

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

N/A

14. 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.

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

Yes No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

16. Submit documents or evidence 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.

N/A

17. 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.

Attached

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

(Yes) No

If bidder answered "yes" to the question above, submit documentation of your safety-training program. Attached; In addition to the attached employee handbook all employees with more than one year with us, have completed OSHA 30 Training

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

(Yes) No

EMR = .46

20. Will bidder use masters, journeypersons and apprentices on the project?

(Yes) No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: 1:1

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = _____

21. 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, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you 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.

Through references from previous employers and on the job observations of skill set

22. 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

23. Submit evidence that bidder has financial resources to start up and follow through on the project 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 bidders 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 related to any portion of the project.

Attached

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

SWT Excavating has been in business for 40+ years. We do not have a formal written quality assurance program. However, we stand by our work as evidenced by previous contract performance. We warranty our services for 2 or more years.

Certified Payroll Employee Rates

PLUM 0357-012	Plumber	85.00 per hour
LABO0334-011	Laborer Common/General	33.82 per hour
ENGI0325-009	Power Equipment Operator Group 1	57.27 per hour

SWTEXCA-01 MHILLS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2021

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).

PRODUCER
The Nulty Agency, Inc.
5579 Stadium Drive
Kalamazoo, MI 49009

CONTACT NAME:
PHONE (A/C, No, Ext): (269) 372-9200 FAX (A/C, No): (269) 372-9290
E-MAIL ADDRESS: certs@nulty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Company	
INSURER B : Grand River Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SWT Excavating, Inc.
PO BOX 87
Comstock, MI 49041

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			A728181	3/13/2021	3/13/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			A728181	3/13/2021	3/13/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			A728181	3/13/2021	3/13/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5002676	3/13/2021	3/13/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The presence of additional insured (including blanket versions) or waiver of subrogation endorsements or language will be denoted by a "X" in the appropriate column. If you require copies of any endorsements, please email certs@nulty.com

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

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

SECTION 6 GENERAL SAFETY POLICIES

INTRODUCTION

It is the policy of SWT Excavating, Inc. to provide a safe workplace for its employees. To this end, the Company, in concert with employees, will seek to comply with all applicable standards promulgated pursuant to the Michigan Occupational Safety and Health Act.
Since the most important component of any safety policy or program is implementation, it is our intent to communicate the contents of this program to our employees. In turn, all employees are expected to comply with this document and will be disciplined if found to be in non-compliance.
Any questions regarding this document should be addressed to the Company's Safety Officer.

SAFETY STANDARDS

It is the policy of this company to keep its employees informed of all safety rules contained in the Construction Safety Standards and the Occupational Health Standards.
Any employee may obtain a copy of any of the above referenced standards by contacting the Company Safety Officer.

ACCIDENT PREVENTION PROGRAM/GENERAL SAFETY RULES

1. It is the policy of SWT Excavating, Inc. to furnish each employee employment, which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to said employee.
2. SWT Excavating, Inc. designates the Company Safety Officer as the person responsible for the implementation of the Company's safety program. If any employee needs to know who the Company Safety Officer is, they can find out by asking any foreman.
3. When practical, employees of SWT Excavating, Inc. will participate in safety Seminars sponsored by MITA and/or other organizations.
4. The Safety Officer shall designate a qualified employee on each crew or project who will have the following responsibilities:
   a. Instruct each employee regarding operating procedures, hazards and safeguards of tools and equipment when necessary to perform the job.
   b. Inspect the construction site, tools, and equipment to assure unsafe conditions that may create a hazard are eliminated.
   c. Instruct each employee in the recognition and avoidance of hazards.
   d. Inform each employee of the presence of harmful plants, reptiles, animals or insects. **e.** Identify potential hazards.
   f. Inform each employee required to handle or use known poisons, toxic materials, caustics and other harmful substances about the potential hazards, safe handling, use, personal hygiene, required protective measures and applicable first aid procedures to use in the event of injury.

g. Instruct each employee required to enter a confined space about the hazards involved, the necessary precautions to be taken, the use of personal protective equipment, and the procedures to be followed if an emergency occurs.

h. Instruct all employees in the steps to be taken in case of an injury or accident.

5. SWT Excavating, Inc. shall not knowingly permit an employee to work while under the influence of alcohol, drugs, or other substances that would impair the employee's ability to perform a task in a safe manner. Additionally, no employee shall possess/use alcohol, drugs, or other controlling substances at any SWT Excavating, Inc. site or facility. Any employee violating this policy is subject to immediate dismissal.
6. The job foreman or designated employees will inspect all machines, tools and equipment on a regular basis to make certain that no defect is present that will affect the safety of employees.
7. All employee complaints or concerns regarding safety shall be immediately brought to the attention of the Safety Officer.
8. Periodic meetings will be held to inform all employees of the Company's safety program.
9. This safety program shall be made available to all employees.
10. Employees will adhere to the following Safety Rules:

MISCELLANEOUS RULES

1. Do not use tools or equipment that you have not been trained or authorized to use. This rule also applies to power-actuated tools.
2. Gasoline must be stored and transported in approved cans only. Engines must be shut off when refueling and smoking is not allowed anywhere near flammable liquids.
3. Immediately report all injuries, whether to yourself or a co-worker, to your foreman.
4. Do not distract the attention of fellow workers.

TRENCHING RULES

1. Spoil must be a least 2 feet back from the lip of the trench.
2. All employees working in excavations or trenches must always stay within the protective system (trench shield, shoring, sloping).
3. Never climb on shoring, trench shields, or sloped walls or ride on any lift, hook, chain, cable, sling, or other equipment parts.
4. Ladders in a trench must extend at least 3 feet above the top of the trench. All employees working in a trench must be within 25 feet of a ladder or ramp.
5. All trenches over 5 feet deep must be cut to the angle of repose, sheeted or shored.
6. For further excavation information, refer to the MITA Trench Safety Handbook.

CONFINED SPACE RULES

1. Do not enter an area classified as a confined space unless you are properly trained and authorized by the company's qualified person. If you don't understand the definition of a confined space, ask your foreman.

2. Atmospheric tests shall be made before any employee enters a confined space or goes underground, and the results recorded. If a dangerous atmosphere is encountered, the space shall be ventilated.
3. Air quality must be acceptable before entry is allowed. Any positive reading of toxic or explosive gas and any excessive or low levels of oxygen shall be reported to your foreman. No employee shall enter the confined space under these conditions until such time that the readings are at an acceptable level.

PERSONAL PROTECTIVE EQUIPMENT RULES

1. All employees outside of a cabbed vehicle or covered piece of equipment must wear a hard hat. Never use metal hard hats.
2. Wear proper eye protection (goggles, safety glasses, etc.) when necessary.
3. Hearing protection shall be used where loud noise is present.
4. Wear safety vests at all times.
5. Proper clothing will be worn, including hard toe work boots when required, shirts and pants.

HEAVY EQUIPMENT RULES

1. Every employee, not just the equipment operator, must be fully aware of all safety aspects of heavy construction equipment.
2. Be constantly alert when working around heavy equipment. The operator cannot always see other personnel around his equipment. Stay out from under suspended loads, away from moving equipment, and counterweights.
3. Only designated individuals shall be permitted to operate or service heavy equipment.
4. Perform frequent and periodic inspection as required.
5. The equipment operator must wear the seat belt when required.
6. No employee is permitted to ride on any part of the equipment.
7. It is the responsibility of all employees to make certain that back-up alarms on obstructed rear view heavy equipment be in operable condition. Use a flagger to move equipment when back-up alarms are inoperable.
8. Maintain a 10' minimum clearance from energized lines; use a spotter in difficult areas.

ENERGIZED LINES		
	Voltage	Clearance with Boom Raised
To: 50kV		10'
	69kV	10' - 7.6"
	120 kV	12' - 4.0"
	138 kV	12' - 11.2"
	345 kV	19' - 10.4"
	765 kV	33' - 10.0"

FALL PROTECTION

1. All manholes which present a fall hazard should be covered and identified as a hole.
2. Guardrails are required when other means of fall protection are not used (PPE) and employees are exposed to falls greater than six (6) feet. Guardrail's should be 42" high, plus or minus 3" with a midrail.
3. The intermediate rail should be positioned halfway between the floor and top rail.
4. Stationary excavations require some form of fall protection. Perimeter guarding or guardrail may be used depending on the circumstances.

TRAFFIC

1. While regulating or directing vehicular traffic, a highly reflectorized, fluorescent warning vest shall be worn at all times and visible from 360 degrees.
2. A hand-held, two-sided 18-inch paddle sign with "STOP" on one side and "SLOW" on the other (with six-foot staff) shall be used to control traffic.
3. Barricades may be used to direct vehicular traffic whenever work is being done on a public right-of-way.
4. Consult Part 6 of the Michigan Manual on Uniform Traffic Control Devices when implementing traffic control (available through MITA).
5. When working in or adjacent to vehicular traffic, always face the flow of traffic or use a spotter.

CONFINED SPACE PROGRAM

Confined space or enclosed space means any space having a limited means of entry and exit, which may be subject to the accumulation of toxic or flammable contaminants or may have an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, process vessels, bins, boilers, manholes, gate wells, catch basins and open top spaces more than 4 feet in depth such as pits, tubs, vaults and vessels.

TRAINING EMPLOYEES

All employees required to enter into confined or enclosed spaces shall be instructed as to the nature of the hazards involved, the necessary precautions to be taken and the use of required protective and emergency equipment. The Company shall comply with any specific regulations that apply to work in confined spaces.

TESTING AIR QUALITY

1. The atmosphere of the confined or enclosed space to be entered will be tested for oxygen deficiency and gaseous conditions which are possible in the confined or enclosed space. The results of the testing will be recorded and meet the guidelines set by the Michigan Department of Public Health, Division of Occupational Health. In testing the air quality in a confined space, the minimally acceptable respirable atmosphere will be as follows: oxygen, 19.5%; combustible gas, 5% of the lower explosive limit (L.E.L.) for each gas; chemicals, the airborne concentration of each chemical present must be compared with the Maximum Allowable Concentration (MAC) as outlined in the Michigan Occupational Health Standards.
2. The testing of a confined space will be done by a positive type reading instrument to give the levels at the time before entry, and this reading will be recorded before entry into the space. The testing will be done by a qualified person who has been trained in testing procedures and in how to operate and calibrate the instrument.

VENTILATION

When necessary to assure air quality, proper ventilation will be put into effect to allow entry into the confined space or enclosure, to allow for safe entry, If natural ventilation is not adequate, ventilation equipment will be used to maintain respirable atmosphere in the confined space during the time employees are inside

SAFETY AND EMERGENCY EQUIPMENT

Air monitoring devices will be on site and will be calibrated by trained personnel. These devices will be able to monitor oxygen-deficient atmosphere and toxic or combustible gases.

In the event that local emergency units are not readily available, safety and emergency equipment will be on site and ready to use at the confined space or enclosure occupied by personnel and will be ready and easily accessible to personnel for rescue. Examples of rescue equipment are rescue rope or lifelines, safety harnesses, first aid kits, and any other equipment that would be needed to provide a safe rescue.

GENERAL SAFETY CONCERNS

If ventilating the opening of a confined or enclosed space interferes with vehicular traffic, appropriate warning signs and protective barriers shall be promptly set up before the covers of manholes or vaults are removed. The use of a warning sign would depend upon the nature and the location of the hazards involved. Before an employee enters a street opening such as a manhole, it shall be protected with a barrier, temporary cover, or other suitable guard.

If circumstances dictate that the Company employees perform rescue procedures, means shall be provided for quick removal of employees in case of an emergency. When a safety harness and lifeline are used, they should be properly attached to the employee so that his or her body cannot be trapped in the exit opening.

A standby employee with a pre-plan rescue procedure shall be stationed outside the entrance to the confined or enclosed space to observe or communicate with the employee(s) at all times. The standby employee shall be trained and equipped to initiate a rescue operation. It should be realized that a single person could seldom raise an unconscious body without a mechanical device. This rule is interpreted to mean that without such a device, additional personnel must be within easy summoning distance. It is also interpreted to require approved, self-contained breathing apparatus or escape type air-line respirators for the additional personnel who may have to enter the confined or enclosed space to perform a rescue.

The above written procedures are the guidelines to be SWT Excavating, Inc. and its employees in a confined or enclosed space, and all other rules that are not coved in this above procedure shall be governed by the Michigan Department of Public Health, Division of Occupational health confined or enclosed space entry procedures.

EMERGENCY RESPONSE PROGRAM

As part of its safety program, it is the policy of SWT Excavating, Inc. to make certain that all employees have been instructed as to proper procedures in case of an injury or accident. SWT Excavating, Inc. designates the 911 system as its first response in the event of a medical emergency and/or rescue operation.

A list of emergency phone numbers will be posted at the jobsite when practical. If no suitable or convenient location exists, the list will be kept by the project foreman.

All injuries and/ or accidents shall be reported to the job foreman immediately.

All accidents and/ or injuries shall be reported to the Safety Officer as soon as is practical.

SWT Excavating, Inc. / SMT Trucking will provide a person at each jobsite who is trained in CPR and First Aid procedures as required by any applicable Safety & Health Standards.

HAZARD COMM. PROGRAM (RIGHT TO KNOW)

The following hazard communication program has been established for SWT Excavating, Inc. This program will be available for review by all employees.

HAZARD DETERMINATION

The Safety Officer will rely on material safety data sheets from suppliers to meet determination requirements.

LABELING

1. The Safety Officer will be responsible for seeing that all containers coming in are properly labeled.
2. All labels shall be checked for:
   a. Identity
   b. Hazard
   c. Name & address of responsible party
3. Each foreman shall be responsible for seeing that all portable containers used in their work is labeled with identity and hazard warnings.

MATERIAL SAFETY DATA SHEETS (MSDS)

The Safety Officer will be responsible for compiling the master MSDS file. It will be kept at: The Company Office.

Copies of MSDS for all hazardous chemicals that employees may be exposed to will be made available to all employees upon request.

Each foreman will be provided with the required MIOSHA Right-To-Know posters & postings notifying employees of new or revised MSDS within five (5) days of receipt of new or revised MSDS.

EMPLOYEE INFORMATION AND TRAINING

The Safety Officer shall coordinate & maintain records of training conducted for SWT Excavating, Inc.

Before starting work, or as soon as possible thereafter, each new employee will attend a safety briefing. In that class, each employee will be given information on:

1. Chemicals and their hazards in the workplace.
2. How to lessen or prevent exposure to these chemicals
3. What the company has done to lessen or prevent workers' exposure to these chemicals
4. Procedures to follow if they are exposed
5. How to read and interpret labels and MSDS **6.** Where to locate and obtain copies of MSDS.

The employee will be informed that the employer is prohibited from discharging, or discriminating against, and employee who exercises his or her rights regarding information about hazardous chemicals in the workplace.

Attendance will be taken at training sessions. The records will be kept by the Safety Officer.

Before any new hazardous chemical is introduced into the workplace, each employee will be given information in the same manner as during the safety briefing.

HAZARDOUS NON-ROUTINE TASKS

On occasion, employees may be required to do work in potentially hazardous areas (e.g. confined spaces). Prior to starting work in such areas, each employee will be given information about the hazards involved in these areas. This information will include:

1. Specific chemical hazards;
2. Protection/safety measures the employee can take to lessen risks;
3. And measures the Company has taken to lessen the hazards including ventilation, respirators, the presence of another employee and emergency procedures.

It is the policy of SWT Excavating, Inc. that no employee will begin work in a confined space, or any non-routine task, without first receiving a safety briefing.

INFORMING CONTRACTORS

It is the responsibility of the Safety officer to provide any subcontractors (with employees on the job site exposed to our chemicals) with the following information:

1. Hazardous chemicals with which they may come into contact.
2. Measures the employees may take to lessen the risks.
3. Where to get MSDS for all hazardous chemicals.

It is the responsibility of the Safety Officer to obtain chemical information from contractors when they will expose our employees to hazardous chemicals brought into our workplace.

LISTS OF HAZARDOUS CHEMICALS

The list of the chemicals used by SWT Excavating, Inc. can be obtained by reviewing MSDS.

EQUIPMENT GROUNDING CONDUCTOR PROGRAM

This program is designed to inform employees of the inspection and testing of all electrical cords, plugs and tools to prevent injuries from occurring. The foreman, in conjunction with the shop, is responsible for implementing this program.

1. All extension cords, plugs, electrical tools and equipment shall be visually inspected before each day's use for external defects or damage and for possible internal damage. Damaged or defective cords, plugs, electrical tools or equipment shall not be used and shall be sent to the shop for repair.
2. For the generators equipped with ground fault interrupters, please adhere to the following guidelines:
   a. Check all ground fault interrupters every time the generator is started.
   b. If the reset button pops out, the ground fault interrupter is good.
   c. If the reset button does not pop out, the ground fault interrupter is bad.
   d. A bad ground fault interrupter will cause shocking to occur.
   e. Call the shop to repair or replace a bad ground fault interrupter.
   f. Do not wire the throttle. It will cause the ground fault interrupter to go bad.
   g. The frame of all welders must be grounded.
3. The following test shall be performed:
   a. All equipment grounding conductors shall be tested for electrical continuity.
   b. Each receptacle or plug shall be tested for correct attachment of the equipment grounding conductor. The equipment grounding conductor shall be connected to its proper terminal at each of the following times:
      i. before first use;
      ii. before equipment is returned to service following any repairs;
      iii. before equipment is used after any incident which can be reasonably suspected to have caused damage;
      iv. and at intervals not exceeding three months, with the exception of extension cords and receptacles (that are fixed and not exposed to damage) which shall be tested at intervals not exceeding six months.

Tests performed as required by MIOSHA shall be recorded. The records shall identify each extension cord or electrical equipment that passed the test and shall indicate the last date it was tested or the interval it was tested. This record shall be maintained until replaced by a more current record. The record shall be made available at the jobsite for inspection by a MIOSHA director or representative and any affected employee.

RESPONSIBILITIES OF FOREMAN/QUALIFIED EMPLOYEES

1. Ensure that the safety program is implemented.
2. Inspect the jobsite to assure that no unsafe conditions exist.
3. Make sure that necessary protective equipment is on hand and used when required.
4. Instruct all employees in safe procedures and job safety requirements. Follow up and insist on compliance.
5. Discuss safety with employees on every operation. Have periodic safety meetings.
6. See that all injuries are cared for properly and reported promptly.
7. Investigate all accidents. File a complete accident report with the Safety Officer and correct the causes immediately. USE OSHA FORM 200.
8. Be familiar with the rules pertaining to safety.
9. Report any hazardous conditions to the Safety Officer, even if the condition has been corrected.

PERSONAL PROTECTIVE EQUIPMENT POLICY

It is the policy of SWT Excavating, Inc. that all employees comply with the MIOSHA standards in regard to the use of personal protective equipment. Violation of this policy will be subject to discipline as outlined in this section.

1. This company shall provide all personal protective equipment as required in Part 6 of the MIOSHA standards.
2. All employees outside of a cabbed vehicle or a covered piece of equipment must wear a hard hat. There will be no exceptions to this rule.
3. All employees must wear required hand protection, gloves, etc., when employee is exposed to hazards such as radiation, alkalis, acids, adhesives and temperature extremes other than those caused by weather conditions. Appropriate hand protection other than ordinary work gloves will be supplied by the company.
4. Any employee directing vehicular traffic must wear a fluorescent orange vest.
5. All employees must wear proper foot protection if conditions on the job are likely to cause foot injury. Tennis shoes or similar footwear is strictly forbidden.
6. The use of face and eye protection will vary according to the task performed. All employees must consult with the qualified person to determine the proper method of protection, and this protective gear must be worn.
7. Any personal protective equipment that is found to be defective shall be immediately reported to the Safety Officer or qualified person.
8. Acknowledgement of receipt of personal protective equipment will be kept on file at the Company office.
9. A company disciplinary policy is in effect regarding personal protective equipment and is available to all employees upon request.

SAFETY ISSUES

1. **Ask questions** - know and understand your safety manual. If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted a manager. Employees will not be asked to perform any task, which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your manager at once.

2. **Cleaning Up**
   a. Oil, grease, and water spills must be cleaned up right away. Keep all areas free of debris.
   b. Shavings, dust craps, oil or grease must not accumulate.

3. **Electrical Hazard**
   a. Do not stand on a wet floor while using any electrical apparatus. Keep all electrical power tools and equipment properly grounded.
   b. Keep extension cords in good repair with rubber insulation. Do not overload outlets.
   c. Only authorized personnel should make electrical installations or repairs.
   d. Do not use metal ladders or hats near high-powered electricity.
   e. Consider all wires "live" until checked and locked out. Keep a safe distance from "live" electricity.

4. **Fire Extinguishers**
   a. Know where fire extinguishers are and how to use them.
   b. Know how to sound the fire alarm.

5. **First Aid**
   a. Know where your first aid kit is located and know your emergency medical phone numbers.

6. **Lifting**
   a. Ask for assistance when lifting heavy objects or moving heavy furniture.
   b. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.
   c. When 'team lifting' have only one person giving commands.

7. **Materials Handling**
   a. Do not throw objects. Always carry or pass them.
   b. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.
   c. Know where your MSDS sheets are located and how to read them.

8. **Preventing Falls**
   a. Keep aisles, work places, and stairways clean, clear, and well lit.
   b. Walk, don't run. Watch your step.
   c. Face ladder when climbing, use both hands.

9. Personal Protective Equipment

a. Use gloves, aprons or other suitable skin protection when handling hazardous material, chemicals and hot or cold objects. Replace if worn.
b. Wear proper respiratory equipment (i.e. face masks) when exposed to dust or other toxins-as required. The Company shall provide facemasks and earplugs for all employees.
c. Special safety equipment is provided for your protection. Use when required.

10. Right to Know

a. Read and understand "Right to Know" safety standards.

11. Supplies

a. Cleaning supplies, paper, pens, etc. should be used wisely and not wasted.
b. May be reordered by contacting the company management.

12. Tools

a. Tools that are cleaned and maintained properly will do the job safely. Do not use tools with split, broken, or loose handles.
b. Using tools ergonomically helps avoid cumulative trauma disorders. Use the right tool for the right job.
c. Know correct use of hand and power tools before using.
d. Only authorized personnel should operate or service power tools, vehicles, and other machinery.
e. Before starting machinery, opening valves, switches, etc., check on the safety of
f. co-workers. Have all safety guards attached at all times.
g. Never adjust or repair machinery while it is in motion. Authorized personnel shall lockout equipment when maintenance is required. Report defective power tools or machinery to your foreperson promptly.

13. Trash Disposal

a. Keep sharp objects and dangerous substances out of the trashcan. Items that require special handling should be disposed of in approved containers.
b. Never use an air hose for pressure to empty gasoline drums.

14. Vehicles

a. Operate vehicles and machinery within rated capacity and at safe speeds.
b. Do not ride on vehicles or mobile equipment unless authorized by management.
c. Always be seated when riding authorized vehicles (unless designed for standing).
d. While a truck is docked for loading/unloading, make sure that the wheels have been properly blocked.

15. Work Areas

a. Keep cabinet, file, and desk drawers closed when not in use. Remove bad torn sharp corners and edges.
b. "No Smoking" signs stand guard near fire dangers. Obey them **ALWAYS.**

c. Check hoses, fittings, and valves for leaks (use soapy water).
d. Open compressed gas cylinders slowly to avoid valve danger.

ACKNOWLEDGEMENT/RECEIPT OF PERSONAL PROTECTIVE EQUIPMENT

_____, an employee of SWT Excavating, Inc. received a copy of the Company's policy (Dated_____) regarding the wearing of personal protective equipment and am aware of the disciplinary procedure I can be subject to for failure to wear personal protective equipment as instructed.

I acknowledge receipt of and instruction in the wearing of the following personal protective equipment:

- o SAFETY GLASSES o HARD HAT o RAIN WEAR o RUBBER BOOTS o SAFETY VEST
- o Other: _____

I further acknowledge that I may turn in equipment, which has been damaged or no longer functions properly because of use or normal wear and tear and receive a free replacement of that item. However, if I should lose or damage through neglect any Company-provided personal protective equipment, I authorize the Company to deduct the cost of that item, in the pay period in which the loss or damage is reported or detected, from any wages, which the company may owe me.

_____ _____

Employee **Date**

Handbook Edition 2018

Employee Copy

SAFETY DISCIPLINARY POLICY

It is the policy of SWT Excavating, Inc. to supply its employees with a workplace, which is free from recognized hazards. SWT Excavating Inc. / SMT Trucking will provide to each employee the proper tools, equipment, training and instruction so that every job is accomplished effectively and safely. SWT Excavating, Inc. is concerned with your safety and requires you to take advantage of these measures for your protection.

In order to ensure your compliance with this policy, the following schedule of disciplinary action shall apply to any employee found to be in violation of the required procedures:

First Offense: Written warning filed in employees permanent file (effective for one year from date of issue).

Second Offense: Reduction of pay by $1.00 per hour for one week.

Third Offense: Reduction of pay by $2.00 per hour for two weeks.

Subsequent Offense: Subject to dismissal or reduction in pay of an amount and length of time to be determined at time of offense.

Safety is everyone's responsibility. The safety rules of SWT Excavating, Inc. are in place to protect you and your fellow employees and these rules will be enforced

_____ _____

Employee **Date**

_____ _____

Witness **Date**

Handbook Edition 2018

Employee Copy

SAFETY POLICY SIGN-OFF SHEET

_____, an employee of SWT Excavating, Inc. understands this Company Safety Policy. I also understand that if I have any questions concerning the Safety Policy or safety in general I may contact the Company Safety officer for clarification. Further, I understand that safety is everyone's responsibility, including my own.

_____ _____

Employee **Date**

Handbook Edition 2018

Employee Copy

VEHICLE FLEET SAFETY POLICY

The purpose of this Policy is to promote the safety of those individuals who drive Company vehicles. Vehicle accidents are costly to our Company, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the Company endorses all applicable state motor vehicle regulations relating to driver responsibility. The Company expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely.

Scott M. Taylor
President

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

October 12, 2021

City of Ann Arbor
Ann Arbor, MI

RE: SWT Excavating, Inc – Galvanized Water Service Line Replacement

To Whom It May Concern:

SWT Excavating, Inc is bonded by West Bend Mutual Insurance Company of West Bend, WI. West Bend Mutual Insurance Company is listed on the U.S. Treasury Department Listing of Approved Sureties (Department Circular 570) and is rated A (Excellent), Financial Size Class XIII by A.M. Best.

The contractor's current bonding limits are $5,000,000 single job, $9,000,000 aggregate work program. These limits are subject to our annual underwriting review and should not necessarily be considered as a maximum expression of our commitment to the account.

If SWT Excavating, Inc were to be awarded a contract that falls within the above parameters, West Bend Mutual Insurance Company will provide the necessary performance and payment bonds subject to a satisfactory review of the construction agreement and yearly underwriting of the account. We assume no liability to you, the end user, in the event we do not provide a final bond.

If you have any questions or I can be of any assistance, please call me at 608-410-3275.

Sincerely,

West Bend Mutual Insurance Company

Nichole Donaldson

Nichole Donaldson

Associate Bond Manager

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

SWT Exc. Inc
Company Name

10/12/21
Signature of Authorized Representative — Date

Scott Taylor President
Print Name and Title

8936 E K Ave Galesburg MI 49053
Address, City, State, Zip

(269) 327 1908 staylor@swtexcavating.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 $14.05/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 $15.66/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

[X] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

[X] 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.

SWT Exc. Inc.
Company Name

8936 E K Ave.
Street Address

Signature of Authorized Representative

10/12/21
Date

Galesburg MI 49053
City, State, Zip

Scott Taylor President
Print Name and Title

(269) 327-1908 Staylors@swtExcavating.com
Phone/Email address

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

$14.05 per hour

If the employer provides health care benefits*

$15.66 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

Revised 2/4/2021

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.	( ) Relationship to employee ( ) Interest in vendor's company ( ) Other (please describe in box below)

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

I certify that this Conflict of Interest 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:

SWT Exc. Inc		(269) 327-1908
Vendor Name		**Vendor Phone Number**
	10/12/21	Scott Taylor
Signature of Vendor Authorized Representative	**Date**	**Printed Name of Vendor Authorized Representative**

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

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.

SWT Exc. Inc.
Company Name

Signature of Authorized Representative — Date: 10/12/21

Scott Taylor President
Print Name and Title

8936 E K Ave Galesburg MI, 49053
Address, City, State, Zip

(269) 327-1908 staylor@swtexcavating.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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because 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.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to 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 for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.