

**CITY OF ANN ARBOR
REQUEST FOR PROPOSAL**

RFP # 954

ON-CALL CONSTRUCTION SERVICES



Due Date: Thursday, December 3, 2015 by 10:00 A.M.

Public Services Area
Field Operations Unit

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, Michigan 48107-8647



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KB

DATE (MM/DD/YYYY)

04/29/2016

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 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 David Chapman Agency, Inc. 5700 W. Mt. Hope Highway Lansing, MI 48917- Robert Chapman	CONTACT NAME: Kay Benjamin or Bob Chapman		
	PHONE (A/C, No, Ext): 517-492-8265	FAX (A/C, No): 517-321-9443	
E-MAIL ADDRESS: kbenjamin@davidchapmanagency.com			
PRODUCER CUSTOMER ID #: MACET-1			
INSURED E.T. MacKenzie Company and MacKenzie Environmental Services Inc 4248 W. Saginaw Hwy Grand Ledge, MI 48837	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance		23396
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CPP2093837	08/15/2015	08/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl X,C,U <input checked="" type="checkbox"/> Contract liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					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 - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CA2039066	08/15/2015	08/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS					\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> INCLUDES MCS90					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CU 2063891	08/15/2015	08/15/2016	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
A	<input type="checkbox"/> DEDUCTIBLE					\$
A	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC1381601	08/15/2015	08/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Ref: On-Call Construction Services City of Ann Arbor RFP No.954 is additional insured on general liability per form CG7049 and automobile liability per form CA7115, providing primary coverage to the additional insured. Policies endorsed to provide 30 notice of cancellation (10 days for non-payment) to this certificate holder per form IL7045.

CERTIFICATE HOLDER**CANCELLATION**

CITAARB City of Ann Arbor PublicServ. Area/Field Opert. 301 E. Huron Street 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 <i>David G. Chapman</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number CPP20938370102	Agency Number 0115289	Policy Effective Date 08/15/2015
Policy Expiration Date 08/15/2016	Date 09/01/2015	Account Number 10393460
Named Insured MACKENZIE, E.T.	Agency DAVID CHAPMAN AGENCY, INC.	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy; or
 - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
 - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
 - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
 - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
 - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
 - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;
 - (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.

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- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE</p> <p>Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply</p> <p>(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.</p> <p style="text-align: center;">Copyright, Insurance Services Office, Inc., 1984</p> <p>CG 20 10 11 85</p>

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos". This provision does not apply:
 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. Fellow Employee is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

— The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and

— Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

SCHEDULE

Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

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SECTION I GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide qualified construction and repair services for the maintenance, repair, or improvement of existing City of Ann Arbor utilities and facilities.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

All questions regarding this RFP shall be submitted via e-mail. E-mailed questions will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before November 23, 2015 at 5:00 PM and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to celenbaas@a2gov.org

RFP Process and HR Compliance questions emailed to cspencer@a2gov.org

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by Chris Elenbaas at celenbaas@a2gov.org on, or before, November 23, 2015 at 5:00 PM.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the respondent's responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the Proposal where applicable.

Each respondent must in its proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a respondent to receive or acknowledge receipt of any addenda shall not relieve the respondent of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the respondent. The proposal must be signed in ink by an official authorized to bind the respondent to its provisions. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 15 sheets (30 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Each person signing the Proposal is required to certify that he/she is the person in the Respondent's Firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

Respondents must submit copies of the sealed Proposal including the fee proposal in the manner specified in subsection F below. Failure to do so may result in the Proposal being disqualified.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. The evaluation will be completed by a selection committee comprised of staff from the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected contractor to this project.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the respondent's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on, or before, **Thursday, December 3, 2015 at 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent **must submit in a sealed envelope one (1) original Proposal, three (3) additional Proposal copies, and two (2) copies of the Fee Proposal in a separate**

sealed envelope marked Fee Proposal. Proposals submitted must be clearly marked: RFP No. 954 – On-Call Construction Services and list the Respondent’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
c/o Customer Service Desk
First Floor, Guy C. Larcom Building
301 East Huron Street
P.O. Box 8647
Ann Arbor, Michigan 48107

All Proposals received on, or before, the Due Date will be publicly opened and recorded on the due date. No immediate decisions are rendered.

Hand delivered Proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A proposal will be disqualified if:

1. **The fee proposal is not contained within a separate sealed envelope.**
2. **The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**
3. **The forms provided as Attachment C - City of Ann Arbor Prevailing Wage Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Ordinance Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form and Attachment F – City of Ann Arbor Non-Discrimination Declaration of Compliance of the RFP Document must be included in submitted proposals. Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.**

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a respondent’s proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the standard Contract is included in Section 4. Those who wish to submit a proposal to the City are required to carefully review the Contract. **The City will not entertain changes to terms and conditions of the standard Contract.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included in Section 4. Retainage will be held based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for a value of \$50,000 for the duration of the Contract. The cost for these bonds shall be included in the fee schedule and paid for by the City quarterly. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

I. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts.

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein, to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal.

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

The following forms are attached:

- Prevailing Wage Declaration of Compliance (Attachment C)
- Living wage declaration form (Attachment D)
- Copy of the current living wage poster (Attachment D)
- Copy of Non-Discrimination Ordinance (Attachment E)

J. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the

Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is included as Attachment D.

K. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the contractor prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

L. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

M. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The respondent must clearly state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the respondent to the Purchasing Agent. The Purchasing Agent will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

N. SCHEDULE

The following is the solicitation schedule for this procurement.

Activity/Event	Date
Written Question Deadline	Monday, November 23 by 5:00 p.m.
Proposal Due Date	Thursday, December 3, 2015 by 10:00 a.m.
Contractor Selection	Tuesday, December 15. 2015

The above schedule is for information purposes only and is subject to change at the City's discretion.

O. IRS FORM W-9

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

P. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitted or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award or indirectly to any other prospective submitter or to any competitor
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a),b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to deleted or modify 1.a),c), or 2 above. If 1.b) have been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals, or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms, or conditions of any proposal determined by the City to be in the best interests of the City even though not the lowest cost proposal submitted.
3. The City reserves the right to request additional information from any or all Respondents.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.

6. The City reserves the right to select one or more respondents to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II BACKGROUND AND SCOPE OF WORK

The City of Ann Arbor, Michigan, is requesting proposals from construction firms able to provide a variety of construction services required by the City of Ann Arbor Field Operations Unit, and to assist the Field Operations Service Unit as needed.

A. DESCRIPTION

The scope of services will consist of individual tasks to be determined and assigned during the contract period. The type of work may include, but is not limited to, repair and/or replacement of the following: sanitary sewer lines, storm sewer lines, water lines, manholes, gate wells, storm water outfalls, water distribution appurtenance replacement, and any other related storm water, sanitary sewer or water distribution system structures. Examples include repair of large diameter water main breaks, dewatering system installation, repair of sanitary sewer over 15 feet deep, construction storm water detention basins, rehabilitation of storm water collection ditches, insertion of water main line-stops, excavation, grading, placement of rip-rap, site restoration, or other storm water, sanitary sewer or water distribution system repair activities to be determined by the City.

The Contractor shall be compensated based on proposals provided for individual tasks and the unit prices included in the response to this proposal. The City may assign specific tasks to a Contractor or to a different Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. For some tasks, the City may request a letter proposal from available Contractors that identify approach and costs associated with the task as the basis for the City's decision on assignment of the task.

The term of the contract is three (3) fiscal years ending on June 30, 2018.

The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract. The estimated budget for construction services is \$500,000 per fiscal year. This budget may be divided between multiple construction firms.

B. CONTRACT IMPLEMENTATION

As non-emergency projects develop within the Field Operations Service Unit, the City will prepare a written scope of work on each project, including a proposed schedule. The selected on-call contractor(s) shall provide the City a price proposal to complete the project work including:

- Total costs for self-performed work with a breakdown of the total labor cost.
- Material costs, if provided by the Contractor.
- Subcontractor names and costs with allotted mark-up percentages.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

For emergency work, or work with an indeterminate scope, the Contractor shall provide verbal or written confirmation of anticipated labor, material and equipment necessary to perform the work. Final costs shall be paid on a time and materials basis using the rates

and information provided in the Fee Proposal Form.

The City will assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual tasks solicited by the City under this Contract. Proposals shall be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing.

The Contractor shall be entitled to a 15% markup on material and equipment rental costs. The Contractor shall be entitled to a 5% markup on subcontractor costs. Back-up documentation for material and equipment rental costs shall be provided with all proposals. The City may also decide to complete tasks on a Time and Materials basis using the fee schedule included as part of the Contractor's proposal.

The response time for emergency tasks shall be at most 24 hours including equipment mobilization. The respondent should identify in the proposal if this response time cannot be met or if there are any stipulations to responding to emergency tasks.

C. REQUIREMENTS

1. The ability to work effectively with the City's Field Operations staff with respect to any of the construction services required by the City.
2. The ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the Field Operation Service Unit. The Contractor's services will be utilized for construction activities that exceed the staffing level, available equipment or expertise of the Field Operations Service Unit.
4. The ability to respond to emergency service requests by City Field Operations staff within the time identified on the Fee Proposal Form.
5. It is the responsibility of the Contractor to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the Contractor by phone as emergencies occur, and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).

D. GENERAL SAFETY REQUIREMENTS

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be

immediately forwarded to the City along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with the City of Ann Arbor must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

E. STANDARD SPECIFICATIONS

All work under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

F. SCOPE OF SERVICES

A typical project will have the following scope of services:

1. Visit the project site with City staff and identify a preliminary scope of services.
2. Review any drawings, specifications, reports, etc. provided by City staff on the proposed project.
3. Develop and agree on a final scope of services.
4. Provide schedule and quote for labor, material and equipment. Submit to City staff for review and approval.
5. Obtain written approval from the City for implementation of the scope of services.
6. Perform all work necessary.
7. City staff will review all work prior to final sign off. Contractor to address all identified deficiencies in the work.
8. Contractor to provide final documentation for all time and materials.

SECTION III MINIMUM INFORMATION REQUIRED

The proposing Firm must supply a proposal containing, at a minimum, the information requested in Parts A through E below. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Proposing Firms will be evaluated on Parts A through C using the point system outlined below. The evaluation will be completed by a selection committee composed of City staff.

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the RFP.

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 40 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm uniquely qualified for this work.
4. Respondent shall detail their capability to respond to an emergency service call within the 24 hour time period identified after notification by the City of a service need, including weekends and holidays.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area that indicates a proven ability of the company and key personnel in implementing similar work. The proposal should also indicate the ability to have projects completed within the budgeted amounts. Provide a summary of at least ten (10) projects with similar work to that identified in Section II completed within the last three (3) years including project description, construction cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Provide information on key supervisory personnel as indicated below. All supervisory personnel shall be direct employees of the firm. Minimum information to be provided shall be educational background, work experience with the proposing firm, applicable work experience with prior employers, specific project experience and skills, and a list of at least five projects completed with proposing firm.

Project Manager: Person who will be responsible being the main contact person and responsible for the management of the Contractor's team assigned to a particular project.

Foreman/Field Superintendent: Person(s) who will be on site once construction commences and responsible for the direct supervision of the laborers, daily coordination of the work on site and, on site management such as material deliveries, outages, etc.

Provide a table with a list of equipment available for use on City project tasks. The list shall include a description of the type of equipment and size, if relevant. The equipment list shall include only equipment owned by the Contractor.

Finally, identify any subcontractors whom may assist you with potential services identified in this RFP. Include similar reference data for subcontractors and employees as requested above for the main proposer.

C. Fee Proposal - 30 points

The respondent should use the Fee Proposal Form provided in this RFP. **Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal.** The Fee Proposal Form must be completed and any additional fee information shall be appended.

Scoring for the Fee Proposal will be based on a comparison of hourly rates for commonly used labor and equipment. The hourly rates may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Contractor agreement form is included as Attachment A in Section IV of this RFP.

D. Authorized Negotiator and Contract Person

Include the name, phone number, and e-mail address of a person(s) in the organization authorized to negotiate the Professional Services Agreement with the City. Also provide the same information for a designated contact person should the City have any

questions regarding the proposal, or to follow up with should the Firm be selected, if that person is different from the Authorized Negotiator.

E. Attachments

Legal Status of Respondent, Vendor Conflict of Interest, Living Wage Compliance Form and the Non-Discrimination Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through B) to select a short-list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.
2. The Committee then may schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience and fee proposal.

The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

3. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

FEE PROPOSAL FORM

City of Ann Arbor – RFP #954
On-Call Construction Services

Respondent's Name: E.T. MACKENZIE COMPANY

Append Hourly Billing Rates for equipment and laborers. The list below is a general guideline for the type of equipment that may be required under this contract. The respondent shall provide a comprehensive rate list of all their equipment that can be provided. (see attached)

- Small Excavator – Less than 40,000 lb operating weight
- Medium Excavator – Between 40,000 lb and 75,000 lb operating weight
- Large Excavator – Greater Than 75,000 lb operating weight

- Rubber Tire Backhoe Loader

- Skid Steer

- Small Wheel Loader – Less than 30,000 lb operating weight
- Large Wheel Loader – Greater than 30,000 lb operating weight

- Small Bulldozer – Less than 105 HP
- Large Bulldozer – Greater than 105 HP

- Compaction Equipment
 - Smooth and Sheepsfoot Self-Propelled Compactors
 - Plate Compactor
 - Jumping Jack Compactor

- Generators – Various Sizes 3.5 kW to 100 kW

- Pumps with hose – 2" to 6" Electric and Gas

- Trucks
 - Gravel Train
 - Short Double
 - Lead
 - Tri-Axle
 - Tractor with Lowboy
 - Vector Truck

- Miscellaneous Equipment
 - Sewer Box
 - Concrete Saw
 - Air Compressor
 - Cut-off Saw
 - Etc.

- Labor
 - Superintendent
 - Foreman
 - Operator
 - Pipe Layer
 - Carpenter
 - Truck Driver
 - General Laborer

Include adjustments on equipment rates for added accessories such as a vibratory compactors, hydraulic hammers, etc.

Rate Adjustments

The regular hourly rate shall be applicable during normal business hours Monday through Saturday. The overtime rate shall apply outside of normal work hours Monday through Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and Holidays. Specify if the rate multiplier differs for operated equipment and normal labor.

Overtime Rate Labor Multiplier: _____ **x 1.1558**

Sunday and Holiday Labor Multiplier: _____ **x 1.3117**

Please identify any exceptions to proposed hourly rates and associated time periods below:

STANDARD TIME = MONDAY - SATURDAY, 7:00 AM TO 3:30 PM
(8 WORKING HOURS, w/ HALF HOUR LUNCHED)

OVERTIME = MONDAY - SATURDAY, AFTER EIGHT WORKING HOURS

SUNDAY/HOLIDAY TIME = ANY SUNDAY OR HOLIDAY TIME

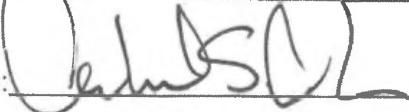
If work is performed by a subcontractor to the proposing firm, an additional markup of five percent (5%) shall be added to the fees of the subcontractor.

If repair parts, materials or rental equipment are required, an additional markup of fifteen percent (15%) shall be added to those costs.

The term of the contract is three (3) fiscal years ending on June 30, 2018. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: MICHAEL S. MARCUS

Signature:  Date: 12.03.15

Firm Name: E.T. MACKENZIE COMPANY

Address: 6400 JACKSON ROAD

City: ANN ARBOR State: MI Zip: 48103

Telephone Number: (734) 761.5050 Fax Number: (734) 761.5323

Email: jm@emiec@mackenzieco.com



E.T. MacKenzie Company
City of Ann Arbor RFP-954; Field Operations Unit On-Call Construction Services
Time and Material Fee Schedule



Model / Equipment Type		Rental Rate	Unit of Measure	Rental Note
*** Excavators ***				
CAT 375 Hydraulic Excavator	Operated Rate	\$ 375.00	/ HR	
CAT 350 Hydraulic Excavator	Operated Rate	\$ 325.00	/ HR	
CAT 349 / 345 Hydraulic Excavator	Operated Rate	\$ 325.00	/ HR	
CAT 336 / 330 Hydraulic Excavator	Operated Rate	\$ 275.00	/ HR	
CAT 336 / 330 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 285.00	/ HR	
CAT 336 / 330 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 345.00	/ HR	
CAT 336 / 330 Hydraulic Excavator	Operated Rate w/ Hydraulic Shear and Crusher	\$ 355.00	/ HR	
CAT 329 / 325 Hydraulic Excavator	Operated Rate	\$ 225.00	/ HR	
CAT 329 / 325 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 235.00	/ HR	
CAT 329 / 325 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 285.00	/ HR	
CAT 321 / 320 Hydraulic Excavator	Operated Rate	\$ 195.00	/ HR	
CAT 321 / 320 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 215.00	/ HR	
CAT 321 / 320 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 265.00	/ HR	
CAT M318 Hydraulic Excavator	Operated Rate	\$ 200.00	/ HR	
CAT M318 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 215.00	/ HR	
CAT M318 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 265.00	/ HR	
CAT 314 Hydraulic Excavator	Operated Rate	\$ 195.00	/ HR	
CAT 314 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 215.00	/ HR	
CAT 314 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 265.00	/ HR	
CAT 215 Hydraulic Excavator	Operated Rate	\$ 185.00	/ HR	
CAT 215 Hydraulic Excavator	Operated Rate w/ Hoepac	\$ 195.00	/ HR	
CAT 215 Hydraulic Excavator	Operated Rate w/ Breaker	\$ 265.00	/ HR	
*** Rubber Tire Backhoes ***				
CAT 426 Rubber Tired Backhoe	Operated Rate	\$ 135.00	/ HR	
CAT 426 Rubber Tired Backhoe	Operated Rate w/ Hoepac	\$ 145.00	/ HR	
CAT 426 Rubber Tired Backhoe	Operated Rate w/ Breaker	\$ 195.00	/ HR	
CAT 426 Rubber Tired Backhoe	Operated Rate w/ Sweeper	\$ 165.00	/ HR	
CAT 420 Rubber Tired Backhoe	Operated Rate	\$ 135.00	/ HR	
CAT 420 Rubber Tired Backhoe	Operated Rate w/ Hoepac	\$ 145.00	/ HR	
CAT 420 Rubber Tired Backhoe	Operated Rate w/ Breaker	\$ 195.00	/ HR	
CAT 420 Rubber Tired Backhoe	Operated Rate w/ Sweeper	\$ 165.00	/ HR	
CAT 416 Rubber Tired Backhoe	Operated Rate	\$ 125.00	/ HR	
CAT 416 Rubber Tired Backhoe	Operated Rate w/ Hoepac	\$ 135.00	/ HR	
CAT 416 Rubber Tired Backhoe	Operated Rate w/ Breaker	\$ 185.00	/ HR	
CAT 416 Rubber Tired Backhoe	Operated Rate w/ Sweeper	\$ 165.00	/ HR	
CASE 580 Rubber Tired Backhoe	Operated Rate	\$ 110.00	/ HR	
CASE 580 Rubber Tired Backhoe	Operated Rate w/ Hoepac	\$ 125.00	/ HR	
CASE 580 Rubber Tired Backhoe	Operated Rate w/ Breaker	\$ 185.00	/ HR	
CASE 580 Rubber Tired Backhoe	Operated Rate w/ Sweeper	\$ 165.00	/ HR	
*** Front End Loaders ***				
CAT 980 Front End Loader	Operated Rate	\$ 245.00	/ HR	
CAT 966 Front End Loader	Operated Rate	\$ 200.00	/ HR	
CAT 950 Front End Loader	Operated Rate	\$ 195.00	/ HR	
CAT 938 Front End Loader	Operated Rate	\$ 190.00	/ HR	
CAT TH83 Telehandler	Operated Rate	\$ 165.00	/ HR	
Skid Steer Front End Loader (Various Models)	Operated Rate	\$ 145.00	/ HR	
*** Bulldozers ***				
CAT D8R Dozer	Operated Rate	\$ 225.00	/ HR	(1)
CAT D8R Dozer	Operated Rate w/ Ripper	\$ 300.00	/ HR	(1)
CAT D6R XLGP Dozer	Operated Rate	\$ 195.00	/ HR	(1)
CAT D6R XL Dozer	Operated Rate	\$ 195.00	/ HR	(1)
CAT D4G LGP Dozer	Operated Rate	\$ 145.00	/ HR	(1)
CAT D4G Dozer	Operated Rate	\$ 135.00	/ HR	(1)
*** Scrapers ***				
CAT Challenger Tractor w/ Double Pan Scrapers	Operated Rate	\$ 300.00	/ HR	(1)



E.T. MacKenzie Company
City of Ann Arbor RFP-954; Field Operations Unit On-Call Construction Services
Time and Material Fee Schedule



Model / Equipment Type		Rental Rate	Unit of Measure	Rental Note
CAT Challenger Tractor w/ Single Pan Scraper	Operated Rate	\$ 275.00	/ HR	(1)
CAT 615E Pan Scraper	Operated Rate	\$ 225.00	/ HR	(1)
John Deere Tractor w/ Double Pan Scrapers	Operated Rate	\$ 300.00	/ HR	(1)
John Deere Tractor w/ Single Pan Scraper	Operated Rate	\$ 275.00	/ HR	(1)
*** Off-Road Trucks ***				
CAT 730 Off-Road Truck	Operated Rate	\$ 300.00	/ HR	
*** On-Road Trucks ***				
Gravel Train	Operated Rate	\$ 145.00	/ HR	
Short Double	Operated Rate	\$ 145.00	/ HR	
Lead	Operated Rate	\$ 125.00	/ HR	
Tri-Axle	Operated Rate	\$ 125.00	/ HR	
Tandem	Operated Rate	\$ 125.00	/ HR	
Tractor	Operated Rate w/ 100 TN Lowboy	\$ 300.00	/ HR	
Tractor	Operated Rate w/ 60 TN Lowboy	\$ 185.00	/ HR	
Tractor	Operated Rate w/ 50 TN Lowboy	\$ 175.00	/ HR	
Tractor	Operated Rate w/ 25 TN Lowboy	\$ 150.00	/ HR	
Tractor	Operated Rate w/ 10 TN Lowboy	\$ 145.00	/ HR	
Tractor	Operated Rate w/ Flatbed Trailer	\$ 135.00	/ HR	
Tandem Water Truck	Operated Rate	\$ 175.00	/ HR	
Vactor Truck	Operated Rate	\$ 210.00	/ HR	
Drill Rig	Operated Rate	\$ 275.00	/ HR	
*** Motor Graders ***				
CAT 14H Motor Grader	Operated Rate	\$ 255.00	/ HR	(1)
CAT 143H Motor Grader	Operated Rate	\$ 195.00	/ HR	(1)
CAT 12G Motor Grader	Operated Rate	\$ 185.00	/ HR	(1)
Champion D680 Motor Grader	Operated Rate	\$ 185.00	/ HR	(1)
Champion D740 Motor Grader	Operated Rate	\$ 185.00	/ HR	(1)
John Deere 770 Motor Grader	Operated Rate	\$ 185.00	/ HR	(1)
John Deere 670 Motor Grader	Operated Rate	\$ 175.00	/ HR	(1)
Gallion T500 Motor Grader	Operated Rate	\$ 175.00	/ HR	(1)
Austin Western Motor Grader	Operated Rate	\$ 155.00	/ HR	(1)
*** Cranes ***				
American 110 TN Crane	Operated Rate	\$ 395.00	/ HR	
Link Belt 82 TN Truck Crane	Operated Rate	\$ 295.00	/ HR	
Bucyrus Erie Hydraulic 60 TN Crane	Operated Rate	\$ 265.00	/ HR	
NW 41 Crawler Crane	Operated Rate	\$ 195.00	/ HR	
Boom Truck	Operated Rate	\$ 175.00	/ HR	
Sheeting Driver / Extractor		\$ 1,250.00	/ DY	
Delmag Piling Hammer and Leads		\$ 1,650.00	/ DY	
*** Compaction Equipment ***				
CAT 815B Sheepsfoot Compactor		\$ 275.00	/ HR	
Heister Sheepsfoot Compactor		\$ 200.00	/ HR	
8' Sheepsfoot, Self-Propelled Compactor		\$ 200.00	/ HR	
8' Smooth Drum, Self Propelled Roller		\$ 200.00	/ HR	
6' Sheepsfoot, Self-Propelled Compactor		\$ 175.00	/ HR	
6' Smooth Drum, Self Propelled Roller		\$ 175.00	/ HR	
Sheepsfoot, Tow Type		\$ 75.00	/ HR	
Plate Compactor		\$ 125.00	/ DY	
Jumping Jack Compactor		\$ 125.00	/ DY	
*** Generators ***				
125 kW Generator		\$ 1,250.00	/ DY	(2)
60 kW Generator		\$ 1,000.00	/ DY	(2)
40 kW Generator		\$ 900.00	/ DY	(2)
20 kW Generator		\$ 700.00	/ DY	(2)
17 kW Generator		\$ 575.00	/ DY	(2)
3.5 - 6.5 kW Generator		\$ 200.00	/ DY	(2)



E.T. MacKenzie Company
 City of Ann Arbor RFP-954; Field Operations Unit On-Call Construction Services
 Time and Material Fee Schedule



Model / Equipment Type		Rental Rate	Unit of Measure	Rental Note
Light Plant		\$ 395.00	/ DY	(2)
*** Pumping Equipment ***				
3" Electric Pump	w/ 50' of Discharge Hose	\$ 225.00	/ DY	
2" Electric Pump	w/ 50' of Discharge Hose	\$ 200.00	/ DY	
3" Gas Pump	w/ 50' of Discharge Hose	\$ 200.00	/ DY	
6" Diesel Pump	w/ 50' of Discharge Hose	\$ 750.00	/ DY	
2" Grout Pump		\$ 375.00	/ DY	
4" Grout Pump		\$ 650.00	/ DY	
*** Miscellaneous Equipment ***				
Street Sweeper w/ Water and Pickup Capability	Operated Rate	\$ 165.00	/ HR	
48" Mini-Mill, Including Loader	Operated Rate	\$ 395.00	/ HR	
Trencher, Ditch Witch	Operated Rate	\$ 275.00	/ HR	
Trencher, Vermeer	Operated Rate	\$ 165.00	/ HR	
Chipper	Operated Rate	\$ 295.00	/ HR	
Concrete Drop Breaker	Operated Rate	\$ 200.00	/ HR	
Crane Mats		\$ 250.00	/ EA / DY	
Stone Miser		\$ 40.00	/ HR	
Sewer Box		\$ 40.00	/ HR	
Tractor	Operated Rate	\$ 110.00	/ HR	
Tractor	Operated Rate w/ Cement Mixer	\$ 110.00	/ HR	
Tractor	Operated Rate w/ York Rake	\$ 110.00	/ HR	
Tractor	Operated Rate w/ Post Auger	\$ 110.00	/ HR	
Tractor	Operated Rate w/ Seeder	\$ 110.00	/ HR	
Tractor	Operated Rate w/ Clean-Up Rake	\$ 110.00	/ HR	
Tractor	Operated Rate w/ Construction Disk	\$ 250.00	/ HR	
Tractor	Operated Rate w/ Farm Disk	\$ 225.00	/ HR	
Tractor	Operated Rate w/ Spring Tooth	\$ 250.00	/ HR	
Rohn Construction Disk		\$ 75.00	/ HR	
Large Concrete Saw	Operated Rate	\$ 295.00	/ HR	
Small Concrete Saw	Operated Rate	\$ 225.00	/ HR	
Welder		\$ 300.00	/ DY	
Air Compressor	w/ Small Tools	\$ 425.00	/ DY	
Chain Saw		\$ 115.00	/ DY	
Air Test Equipment		\$ 375.00	/ DY	
Water Test Equipment		\$ 250.00	/ DY	
Steam Cleaner		\$ 300.00	/ DY	
Mulcher		\$ 75.00	/ HR	
Cement Mixer		\$ 150.00	/ DY	
Brush Blower		\$ 200.00	/ DY	
Manhole Truck and Small Tools		\$ 200.00	/ DY	
Manhole Blower		\$ 150.00	/ DY	
Tap Machine		\$ 250.00	/ DY	
Lube Truck		\$ 300.00	/ DY	
Cut-Off Saw		\$ 150.00	/ DY	
Lifting Cables		\$ 150.00	/ DY	
Storage Trailers		\$ 150.00	/ DY	
Fuel Truck		\$ 150.00	/ DY	
Fuel Wagon		\$ 150.00	/ DY	
*** Labor ***				
Superintendent	w/ Truck	\$ 115.00	/ HR	
Forman	w/ Truck	\$ 115.00	/ HR	
Mechanic	w/ Truck	\$ 110.00	/ HR	
Operator		\$ 77.00	/ HR	
Operator, Overtime		\$ 89.00	/ HR	
Pile Driver		\$ 77.00	/ HR	
Pile Driver, Overtime		\$ 89.00	/ HR	



E.T. MacKenzie Company
City of Ann Arbor RFP-954; Field Operations Unit On-Call Construction Services
Time and Material Fee Schedule



Model / Equipment Type	Rental Rate	Unit of Measure	Rental Note
Pipe Layer	\$ 77.00	/ HR	
Pipe Layer, Overtime	\$ 89.00	/ HR	
Carpenter	\$ 77.00	/ HR	
Carpenter, Overtime	\$ 89.00	/ HR	
Truck Driver	\$ 77.00	/ HR	
Truck Driver, Overtime	\$ 89.00	/ HR	
Laborer	\$ 77.00	/ HR	
Laborer, Overtime	\$ 89.00	/ HR	
Bond(s) as specified in the Contract Documents (\$50,000.00 Annual Bonded Amount)	\$ 1,100.00	/ YEAR	

Notes:

- (1) With automation, add \$25.00 / HR
- (2) A generator day is 24 hours, prices do not include fuel and service



Equal Opportunity Employer

E.T. MacKenzie Company - Ann Arbor

One of The MacKenzie Companies

6400 Jackson Road

Ann Arbor, MI 48103

Phone: (734) 761.5050 Fax: (734) 761.5323

www.mackenzieco.com



COPY

RFP-954 FIELD OPERATIONS UNIT ON-CALL CONSTRUCTION SERVICES

E.T. MacKenzie Company
6400 Jackson Road
Ann Arbor, MI 48103
(734) 761.5050 (P)
(734) 761.5323 (F)

A. Professional Qualifications

1. Physical Locations:

E.T. MacKenzie Company (Corporate Headquarters)
4248 West Saginaw
Grand Ledge, MI 48837
Phone: (517) 627.8408
Fax: (517) 627.4470
www.mackenzieco.com

E.T. MacKenzie Company (Regional Division)
6400 Jackson Road
Ann Arbor, MI 48103
Phone: (734) 761.5050
Fax: (734) 761.5323

E.T. MacKenzie Company and all of its divisions are a Michigan Corporation, licensed by and in the State of Michigan.

E.T. MacKenzie Company Ann Arbor Division will be the subordinate element entering into the construction services contract with the City of Ann Arbor.

2. Key Personnel:

- a. John Niemiec, Ann Arbor Division Manager (Project Management, Coordination, Supervision and Administration)
- b. Eric Evans, Ann Arbor Project Manager (Project Management, Coordination and Supervision)
- c. Chuck Kipke, Ann Arbor Project Manager (As Above)
- d. Denny McNamara, Ann Arbor Superintendent (Field Management, Coordination and Supervision)
- e. Russ Curby, Ann Arbor Utility Forman (Field Management and Construction)
- f. Daryl Kempfer, Ann Arbor Road Construction Forman (Field Management and Construction)

In addition to the staff listed above, E.T. MacKenzie Company will draw upon the vast experience of its field and executive personnel (additional information available upon request). As a result, if a specific site condition dictates specialized knowledge that is not possessed by the Ann Arbor Staff, we have the ability to have experts on-site within twenty four hours (in most cases less than three hours).

3. History:

E.T. MacKenzie Company was founded in 1982 in Grand Ledge, Michigan. It has now grown to include offices in Lansing, Ann Arbor and Bradenton (FL). Having several different entities under the MacKenzie Company umbrella provides us with a broad spectrum of knowledge, resources and experience. We have been recognized locally and nationally for innovation, project designs, safety records, and our ability to perform within budget and on schedule.

E.T. MacKenzie Company specializes in large and small scale earthwork operations, public utility construction, road construction, landfill construction, wastewater treatment facility construction, rehabilitation of sewerage infrastructure, site demolition, material recycling, soil and groundwater remediation, environmental consulting, site concrete construction, landscaping and bridge construction. Our large and broad equipment inventory allows us to perform deep and difficult utility construction that most other contractors are not equipped to handle. All of these services are offered throughout our regional divisions and are self-performed.

The Ann Arbor Division of E.T. MacKenzie Company has been in operation since 1992 and has successfully completed many project within the City limits; both private and public in nature. We maintain an excellent working relationship with the Project Management Unit and Field Service Unit and strive to complete all projects on time and within budget.

E.T. MacKenzie Company is considered to be an extremely safe company by industry standards. Through the implementation of our safety policy (see attached), and constant field training by our Corporate Safety Officer we continually have EMR ratings well below 1.0.

Providing comprehensive and regional services gives E.T. MacKenzie more control to reach a profitable and timely outcome for the owner. Benefits include:

- Expedited response and dispatch
- Value engineering
- Risk management
- Regional familiarity
- Aggressive scheduling
- Minimized work disruptions

E.T. MacKenzie Company and the family of MacKenzie Companies have a distinct advantage to most other contractors because of our ability to self-perform a large quantity of work scopes. Our management structure will include one lead project manager that will draw upon the resources of the MacKenzie Companies, allowing our specialized project managers and superintendents to provide timely and effective implementation of the project schedule and goals. This system of management provides the owner a singular contact for the project while allowing MacKenzie to utilize our vast resources and expertise at all times.

4. Support Response Procedure:

a. Availability

The Division Manager, Division Superintendent and Scope Forman are on call twenty four hours a day and can be reached via mobile phone when necessary. The Ann Arbor Division is fully staffed year round and, unlike most, we offer our full range of services during all times of the year.

b. Mobilization

In common situations, E.T. MacKenzie Company can mobilize most of its equipment and work force within twenty four hours of notice to proceed. In emergent situations, equipment and crews will be immediately pulled from non-emergent projects and allocated to the specific issue; most crews and equipment can be mobilized in one to two hours, with a primary response team on-site within one half hour. Specialized situations requiring large equipment may require more time to mobilize due to permitting issues. Please note that we are required to contact the MISS Dig system and have all utilities properly located prior to performing any underground or site related work; typical utility marking takes three business days from the request, emergent situations are usually addressed within a few hours.

c. Emergent Scenarios

Upon notification, the Division Manager will be immediately dispatched to the site to assess the conditions and project requirements. The Division Manager will coordinate the necessary forces and oversee the work until the situation is considered non-emergent.

d. Site Investigation

In typical situations, the Division Manager will respond to service calls within a four hour time frame. Once the Division Manager is on-site, he will prepare the necessary action plan to perform the work requested.

B. Past Involvement with Similar Projects

1. Please find the attached list of project experience in "EXHIBIT 1".
2. Please find the attached list of Supervisory Personnel information attached in "EXHIBIT 2".
3. Please find the attached list of company equipment in "EXHIBIT 3".

C. Fee Proposal

1. Fee proposal can be located in the separate sealed envelopes included with this proposal.

D. Authorized Negotiator

1. John Niemiec, Eric Evans and Chuck Kipke are named as Authorized Negotiators for the Construction Service Contract. All three individuals can be contacted at the Ann Arbor Division Office, as necessary.

E. Attachments

1. Please find the attached Exhibits and City Attachments following this proposal.

EXHIBIT 1
E.T. MacKenzie Company - Select Completed Projects Profile

<u>Project Name</u>	<u>Owner</u>	<u>Engineer</u>	<u>Date Completed</u>	<u>Contract Amount</u>	<u>Reference</u>
Forest Ave. Improvements Ann Arbor, MI	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107 734-794-6410	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107 734-794-6410	October 2013	Original	Igor Kotlyar City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107
				\$ 965,990.00	
				Ending	734-794-6410
				\$ 1,016,814.71	
South Fourth Ave. Improvements Ann Arbor, MI	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107 734-794-6410	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107 734-794-6410	July 2013	Original	Igor Kotlyar City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107
				\$ 741,900.00	
				Ending	734-794-6410
				\$ 635,673.86	
Willard St. Permeable Pavement Project Ann Arbor, MI	City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107	City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107	July 2012	Original	Homayoon Pirooz City of Ann Arbor 301 East Huron Street Ann Arbor, MI 48107
				\$ 206,900.00	
				Ending	Ann Arbor, MI 48107
				\$ 196,504.28	
AAVSA Platt Road Parking Lot Construction Pittsfield Twp., MI	Damien Wetzel Pittsfield Township 6201 West Michigan Ave. Ann Arbor, MI 48108 734-822-3101	Stantec Consulting Michigan, Inc. 3754 Rancho Drive Ann Arbor, MI 48108 734-761-1010	August 2013	Original	Phil Maly Stantec Consulting Michigan, Inc. 3754 Rancho Drive Ann Arbor, MI 48108
				\$ 185,489.00	
				Ending	734-761-1010
				\$ 203,994.45	
Tuebingen Sanitary Sewer Repair Ann Arbor, MI	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107-8647	City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107-8647	March 2012	Original	Pat Turner City of Ann Arbor 100 North Fifth Ave. Ann Arbor, MI 48107-8647
				\$ 101,908.11	
				Ending	Ann Arbor, MI 48107-8647
				\$ 101,908.11	
Green Drain #4 Delhi Twp., MI	Patrick Lindemann Ingham County Drain Commission 7007 Buhl Ave. Mason, MI 48854 517-676-8395	Spicer Group, Inc. 1400 Zeeb Drive St. Johns, MI 48879 989-493-0997	November 2014	Original	James Ensign, PE Spicer Group, Inc. 1400 Zeeb Drive St. Johns, MI 48879 989-493-0997
				\$ 3,435,043.08	
				Ending	
				\$ 3,452,600.00	
Sanitary Sewer River Siphon #11 Lansing, MI	City of Lansing 124 West Michigan Avenue Lansing, MI 48933 517-483-4455	Leah Buerman Arcadis 101 South Washington Square, Ste 400 Lansing, MI 48933 517-337-0111	November 2014	Original	Alec Malvetis City of Lansing 124 West Michigan Avenue Lansing, MI 48933 517-483-4455
				\$ 2,398,269.35	
				Ending	
				\$ 2,515,858.33	
Albert Street Sanitary Sewer and Water Main East Lansing, MI	Bob Scheuerman City of East Lansing 410 Abbot Road East Lansing, MI 48823 517-337-9459	Clint Martinez Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200	September 2012	Original	Bob Scheuerman City of East Lansing 410 Abbot Road East Lansing, MI 48823 517-337-9459
				\$ 1,269,338.62	
				Ending	
				\$ 1,281,069.23	
Water Main Extension and Perimeter Road Improvements Lansing, MI	Capital Region Airport Authority 4100 Capital City Blvd. Lansing, MI 48906 517-886-3716	C2AE 725 Prudden Street Lansing, MI 48906 517-371-1200	July 2012	Original	Bradley Stover Walter Toebe Construction Company 29001 Wall Street, PO Box 930129 Wixom, MI 48393 248-349-7500
				\$ 591,958.25	
				Ending	
				\$ 519,958.28	
Chestnut Road Reconstruction East Lansing, MI	Michigan State University Engineering & Architectural Services Physical Plant Division, Room 101 East Lansing, MI 48824-1215 517-355-3372	David Bluhm Fleis & Vandenbrink Engineering 2960 Lucerne Drive SE Grand Rapids, MI 49546 616-977-1000	August 2015	Original	Michigan State University Engineering & Architectural Services Physical Plant Division, Room 101 East Lansing, MI 48824-1215 517-355-3372
				\$ 418,500.00	
				Ending	
				\$ 410,230.25	

Exhibit 2

JOHN W. NIEMIEC

PROFESSIONAL EXPERIENCE

E.T. MacKenzie Company

Division Manager

2005 - present

- Responsible for all operations of the Ann Arbor Division of E.T. MacKenzie Company including administration, estimating, employee management, purchasing, contract negotiations, and project management

E.T. MacKenzie Company

Project Manager/Estimator

1998 - 2005

- Estimated and managed residential, municipal, commercial and industrial civil construction projects.
- Developed software applications for project management, estimating and bidding.

Bartlett Nuclear, FERMI 1 Nuclear power plant

Radwaste Shipping Technician

1998

- Developed software applications for characterization and classification of low-level radioactive waste.
- Managed planning and preparation of hazardous material shipments.
- Participated in asbestos abatement and decommissioning efforts.

Detroit Edison, FERMI 2 Nuclear power plant

Radwaste Shipping Technician

1994 - 1997

- Developed software applications for characterization and classification of low-level radioactive waste.
- Prepared hazardous and radioactive waste shipments.

EDUCATION

Lawrence Technological University

B.S. Civil Engineering, Civil Concentration

1998

ERIC A. EVANS

AREA OF EXPERTISE

Project Management and Estimating.

PROFESSIONAL EXPERIENCE

E.T. MacKenzie Company

Project Manager/Estimator

Ann Arbor office

2005 to Present

- Responsibilities include estimating various excavating projects, creating project schedules, supervision of project superintendents and foreman, establish and oversee project budgets, negotiating and awarding subcontracts, coordinating with subcontractors, quantifying and purchasing of materials

Bailey Excavating, Inc

Project Manager/Estimator

2002 - 2005

- Responsibilities included estimating various excavating projects, creating project schedules, supervision of field employees and equipment, establish and overseeing project budgets, negotiating and awarding subcontracts, coordinating and supervision of subcontractors

R.W. Mercer Company

Project Manager/Estimator

2000 - 2002

- Responsibilities included estimating various excavating projects, creating project schedules, supervision of field employees and equipment, establish and overseeing project budgets, negotiating and awarding subcontracts, coordinating and supervision of subcontractors

Yoxheimer Tile

Assistance Office Manager

1998

- Responsibilities included scheduling of crews, estimating, ordering and preparing materials for each job

EDUCATION

Ferris State University

Big Rapids, MI

Bachelor of Science – Construction Management

CHARLES E. KIPKE II, PE

AREA OF EXPERTISE

Project manager and estimator for site development and underground utility projects.

PROFESSIONAL EXPERIENCE

E.T. MacKenzie Company
Project Manager

1995 – 2000 and 2006 - Present

- Oversee and coordinate construction projects including underground, road, and mass grading projects, and prepare proposals and bids.

Washtenaw Engineering
Director of Engineering

2000 - 2006

Brady Sand & Gravel
Vice President

1980 - 1995

EDUCATION

Tri-State University

Bachelor of Science, Civil Engineering

1979

CERTIFICATIONS AND MEMBERSHIPS

- Certified Storm Water Operator, License #01710
- Professional Engineer, 2003

DENNIS J. MCNAMARA

AREA OF EXPERTISE

Managing large site development projects, including coordination of subcontractors and scheduling.

PROFESSIONAL EXPERIENCE

MacKenzie Companies **Foreman/Superintendent**

1992 - present

- Michigan and Florida Divisions - Supervisor for site development. Responsibilities include construction site layout and planning, equipment and labor coordination, procurement of materials, contracting with subcontractors, scheduling and coordinating of subcontractors, coordination with local municipalities, site safety, creating and maintaining field documents, inspections, and coordination with owners to assure finished project will meet or exceed needs and expectations.

J&D Construction **Superintendent/Field Supervisor**

1989 - 1992

Den-Ron, Inc. **Part Owner**

1981 - 1989

Delta Construction **Field Supervisor**

1978 - 1981

American Excavators **Heavy Equipment Operator**

1975 - 1978

ADDITIONAL QUALIFICATIONS

- CPR/First Aid Certificate
- OSHA & MIOSHA Training
- Confined Space Training
- Competent Person Excavation Training

RUSSELL J. CURBY

PROFESSIONAL EXPERIENCE

E.T. MacKenzie Company

Foreman

1994 – present

- Responsibilities include scheduling and coordinating jobs, scheduling trucking and equipment and assisting with the bidding process.

E.T. MacKenzie Company

Pipe Layer

1991 - 1994

D.N. Higgins Company

Pipe Layer

1991

Saline Construction

Pipe Layer, Equipment Operator, Truck Driver

1984 - 1991

United States Marine Corp.

1980 - 1984

EDUCATION

Eastern Michigan University

Course concentration in Construction Management

1984 - 1990

Central Michigan University

Course concentration in Industrial Technology

1976 - 1980

Pioneer High School

Graduate

1972 - 1976

DARYL B. KEMPER

PROFESSIONAL EXPERIENCE

E.T. MacKenzie Company

Grading Foreman

2007 – present

Responsibilities include grading operations, consulting with inspectors, ordering materials, blueprint reading, multiple machine operating, finish grading sewer crew work

E.T. MacKenzie Company

Equipment Operator

1998 - 2007

G&W Construction

Equipment Operator

1996 - 1998

Chie Contracting

Equipment Operator

1994 - 1995

L & K Construction

Labor/Equipment Operator

1991 - 1994

EDUCATION

Clinton High School

Graduate

1990

ADDITIONAL QUALIFICATIONS

Class A Commercial Drivers License

SECTION IV ATTACHMENTS

Attachment A – Contract

Attachment B – Legal Status of Respondent

Attachment C – Declaration of Living Wage form and Living Wage Poster

Attachment D – Vendor Conflict of Interest Form

Attachment E – Non-Discrimination Ordinance

Attachment F – General Conditions

CONTRACT

THIS AGREEMENT is made on the 19 day of May, 2016, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and E.T. MacKenzie Company ("Contractor") a Michigan corporation at 6400 Jackson Road, Ann Arbor, MI 48103.

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "On-Call Construction Services" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

City Nondiscrimination Ordinance	General Conditions
Prevailing Wage Declaration of Compliance Forms	Standard Specifications
Living Wage Declaration of Compliance Forms	Detailed Specifications
Vendor Conflict of Interest Form	Plans
Bid Forms	Addenda
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area, Field Operations Services Unit.

Supervising Professional or Owner means persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Engineer or Owner's Representative means Consulting Professional acting under the authorization of the Supervising Professional/Owner.

Project means On-Call Construction Services, RFP No. 954

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

- (B) The entire work for this Contract shall be completed by June 30, 2018. The second fiscal year of the contract from July 1, 2016 to June 30, 2017, and the third fiscal year of the contract from July 1, 2017 to June 30, 2018 shall both be subject to the availability of funding.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$0.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Proposal for total amount per fiscal year up to:

Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

- (A) The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- (B) The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

ARTICLE VI - Choice of Law and Forum

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect

to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

ARTICLE X - Severability

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

ARTICLE XI - Entire Agreement

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

PERFORMANCE BOND

(1) E T MacKenzie Company
of 6400 Jackson Road, Ann Arbor, MI 48103 (referred to as
"Principal"), and Liberty Mutual Insurance Company, a
corporation duly authorized to do business in the State of Michigan (referred to as
"Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$ 50,000.00, the payment of which Principal and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated
April 25, 2016, for: On-Call Construction Services RFP No 954
and
this bond is given for that Contract in compliance with Act No. 213 of the Michigan
Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the Contract, the
Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in
accordance with its terms and conditions, and upon determination by Surety of the
lowest responsible bidder, arrange for a Contract between such bidder and the City, and
make available, as work progresses, sufficient funds to pay the cost of completion less
the balance of the Contract price; but not exceeding, including other costs and damages
for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs
under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of
the Contract or to the work to be performed thereunder, or the specifications
accompanying it shall in any way affect its obligations on this bond, and waives notice of
any such change, extension of time, alteration or addition to the terms of the Contract or
to the work, or to the specifications.

SIGNED AND SEALED this 25th day of April, 2016.

Liberty Mutual Insurance Company
(Name of Surety Company)
By [Signature]
(Signature)
Its Robert G Chapman, attorney-in-fact
(Title of Office)

E T MacKenzie Company
(Name of Principal)
By [Signature]
(Signature) Michael S. Marks
Its President
(Title of Office)

Approved as to form:
[Signature]
Stephen K. Postema, City Attorney

Name and address of agent:
Robert G Chapman
David Chapman Agency Inc
PO Box 30109, Lansing, MI 48909

LABOR AND MATERIAL BOND

- (1) E T MacKenzie Company
of 6400 Jackson Road, Ann Arbor, MI 48103 (referred to as "Principal"), and Liberty Mutual Insurance Company, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ 50,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated April 25, 2016, for On-Call Construction Services RFP No 954; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this 25th day of April, 2016

Liberty Mutual Insurance Company
(Name of Surety Company)
By [Signature]
(Signature)
Its Robert G Chapman, attorney-in-fact
(Title of Office)

Balkema Excavating, Inc
(Name of Principal)
By [Signature]
(Signature) Michael S. Marks
Its President
(Title of Office)

Approved as to form:
[Signature]
Stephen K. Postema, City Attorney

Name and address of agent:
Robert G Chapman
David Chapman Agency, Inc
PO Box 30109, Lansing, MI 48909

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7230671

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cloyd W. Barnes; David G. Chapman; Marcia J. Miller; Nathan G. Chapman; Robert G. Chapman

all of the city of Lansing, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

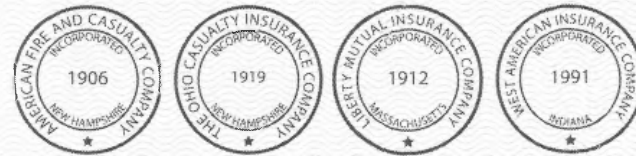
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ATTACHMENT B
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 MICHAEL S. MAURUS, 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

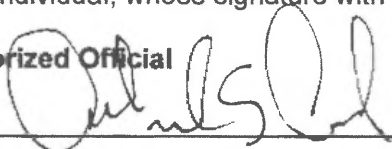
~~• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* 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 DECEMBER 3RD, 2015

(Print) Name MICHAEL S. MAURUS Title PRESIDENT
Company: E.T. MACKENZIE COMPANY
Address: 6100 JACKSON ROAD, ANN ARBOR, MI 48103
Contact Phone () (734) 761.5050 Fax () (734) 761.5323
Email jmaur@mackenzieco.com

**ATTACHMENT C
CITY OF ANN ARBOR
PREVAILING WAGE DECLARATION OF COMPLIANCE**

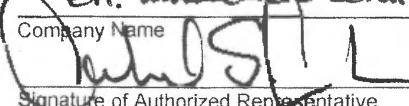
The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics 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.

E.T. WACKENBACH COMPANY
Company Name

Signature of Authorized Representative
Date 12.03.15
MICHAEL S. MARUS, PRESIDENT
Print Name and Title
6100 JACKSON ROAD, ANN ARBOR, MI 48103
Address, City, State, Zip
(734) 761.5050 / jmarus@wackenzaco.com
Phone/Email address

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

**ATTACHMENT D
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:

- (e) 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 \$12.81/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.30/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 (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
- (f) 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.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) 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.

E.T. MACKENZIE COMPANY
Company Name

[Signature] 12.03.15
Signature of Authorized Representative Date

MICHAEL S. MURPHY, PRESIDENT
Print Name and Title

6400 JACKSON ROAD, ANN ARBOR, MI 48103
Address, City, State, Zip

(734) 761-5050 / jmurphy@mackenzieco.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

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

ATTACHMENT E



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 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.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
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 _____

*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 the information provided is true and correct by my signature below:

12.03.15
E.T. MACQUELIE COMPANY

Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized
 Representative (MICHAEL S. MARKUS)

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision

ATTACHMENT F
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.
- (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.

E.T. MACKENZIE COMPANY
Company Name

[Signature] 12.03.15
Signature of Authorized Representative Date

MICHAEL S. UMBRUS, PRESIDENT
Print Name and Title

6400 JACKSON ROAD, ANN ARBOR, MI 48102
Address, City, State, Zip

(734) 761.5050 / juicmiee@mackenzieco.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/departments/city-clerk

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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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.

ATTACHMENT G - GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...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. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance 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, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/bidder or grantee.

1:815. Living Wages Required.

- (1) Every contractor/bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.52 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.96 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage

levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:158. - Nondiscrimination by city contractors.

- (1) 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.
- (2) 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.
- (3) Upon request, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group and shall respond to information requests documenting its equal employment opportunity policies and procedures.
- (4) If the contract which is being awarded includes federal requirements for affirmative action, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the City Administrator's designee concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for the period of the contract at which time the City Administrator's designee shall conduct another review. If the data demonstrates an under-representation the contractor shall develop an affirmative action program for review by the City Administrator's designee. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the City Administrator's designee shall use for employment verification the labor recruitment area of the Ann Arbor metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for a period of 1 year at which time the City Administrator's designee shall conduct another review.

- (5) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (6) All contracts shall include provisions through which the contractor agrees to follow all applicable federal and state laws.
- (7) The City Administrator's designee shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The City Administrator's designee, together with the Human Rights Commission, shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (8) The City Administrator's designee will provide the City's Human Rights Commission with an annual summary report of contracts awarded; affirmative action requirements reviewed, where applicable; any complaints received alleging violation of the contractor's non-discrimination requirements, and actions taken. The Human Rights Commission will be provided, at its request, with additional information related to the report. The Human Rights Commission and the City Administrator's designee will report annually to the City Council on compliance of city contractors with this chapter.
- (9) All city contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
 - (a) Cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
 - (c) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to protected class members had the discrimination provisions not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000—99,999	\$50.00
100,000—199,999	100.00
200,000—499,999	150.00
500,000—1,499,999	200.00
1,500,000—2,999,999	250.00
3,000,000—4,999,999	300.00
5,000,000 and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the city under this contract.

(Ord. No. 14-25, § 1, 10-20-14)

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private

property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or

the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final

acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
 - (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:
 - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 Products and Completed Operations Aggregate
 - (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 - (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- (3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

As a result of the demographic changes, the number of people in the world who are aged 65 and over is expected to increase from 200 million in 1990 to 500 million in 2020.

The demographic changes are also expected to have a significant impact on the world's economy. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's environment. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's culture. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's politics. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's religion. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's science and technology. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

The demographic changes are also expected to have a significant impact on the world's art and literature. The number of people in the world who are aged 15 and over is expected to increase from 3.5 billion in 1990 to 5.5 billion in 2020.

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the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia (2).

One of the main goals of the World Health Organization (WHO) is to improve the quality of life of people with mental illness (3).

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