INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Vendor Conflict of Interest Disclosure Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered ______, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and

reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 4th DAY OF Febr	uary, 2014.
CSM Mechanical, LLC	A section of the sect
Bidder's Name	Au Cillose
7400 Hickory Valley Drive	Authorized Signature of Bidder
Official Address Fenton, MI 48430	/ Marion
248-521-0981	Craig S. Mortz
Telephone Number	(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

A sorporation organized and doing business under the laws of the state of
whose signature is affixed to this bidy is
contracts on behalf of Bidder.*
*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 Michigan, whom Craig S. Mortz bearing the title of Member whose signature is affixed to this bid, is authorized to execute contract on behalf of the LLC.
A partnership organized under the laws of the state of and filed with the county of, whose members are (attach list including street and mailing address for each.)
to this bid.

BID FORM Section 1 - Schedule of Prices

Company: CSM Mechanical, LLC

Project: Larcom Secondary Chiller Project Rebid, ITB 4318

Base Bid

For the entire work outlined in these documents, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

One Hundred Fifty Five Thousand Four Hundred Twenty Thre Pollars (\$155,423.00)

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

Item Number Amount	<u>Description</u>	Add/Deduct
Alternate Bid	Provide a software upgrade of the latest version of the autoamted Logic WebCTRL software	\$ 5,500.00 (ADD)

If the Bidder does not suggest any material or equipment alternate, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder:

Craig S. Mortz

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate following statement:	
For the work outlined in this request for bid, the bi alternate under the contract.	idder does NOT propose any time
	AUS Mess
Signature of Authorized Representative of Bidder	Craig S. Mortz
	_
BF-4	

Version 01/2010

BID FORM

Section 4 - Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not

Contractor (and whether or not in privit include any individual who furnishes services.	ty of contract with the merely the individual's	Contractor), but shall holes own personal labor of
Subcontractor (Name and Address)	<u>Work</u>	<u>Amount</u>

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

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder Craig S. Mortz

ATTACHMENT A - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The "non discrimination in contracts" provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor's labor recruitment area (the area where they can reasonably be expected to recruit employees). This data is provided to the City on the Human Rights Contract Compliance Forms (attached).

To complete the form:

- 1) If a company has more than one location, then that company must complete 2 versions of the form.
- 1. Form #1 should contain the employment data for the entire corporation.
- 2. Form #2 should contain the employment data for those employees:
- who will be working on-site;
- 4. in the office responsible for completing the contract; or,
- 5. in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
 - 2) If the company has only one location, fill out Form #1 only.
 - 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.
 - 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
 - 5) Return the completed form(s) to vour contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact: Procurement Office of the City of Ann Arbor

(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

CONTRACT COMPLIANCE FORM nly those employees that will do local or on-site work, if applicable)

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Supervisors													
Professionals	1												1
Technicians													
Sales		<u> </u>											
Admin. Support							1						1
Craftspeople	5												5
Operatives													
Service Workers													
Laborers/Helper	2												2
Apprentices													
Other				<u> </u>							<u> </u>		
TOTAL	9						1						10
PREVIOUS YEAR TOTAL													

2/12

Questions about this form? Call 734-794-6500

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE CONTRACT COMPLIANCE FORM Entire Organization (Totals for All Locations where applicable)

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(Street addr	ess) : 40 07	(City) 	1	ril Adde	_ crais	mortz@c	smme	<u>chanic</u>	al.co	<u>m</u>			
Fax#51.7-3	140-97	04		PHILI PARK		EMPLOYM	ENT DA	TA _					
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Other								+-	1				
TOTAL	\neg						+-						
PREVIOUS								L					Form #

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE AFF-2

Call (734)794-6500

Questions about this form?

YEAR TOTAL

Form #2

<u>Form #1</u>

ATTACHMENT B - LIVING WAGE FORMS

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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to

project o	than \$10,000 in a twelve-lift to the period of compensation kno players for the length of the contract/project.	wn as the Living Wage. This wage must be paid to
	nies employing fewer than 5 persons and non-	orofits employing fewer than 10 persons are exempt firm, please check below:
,, 0,,,,	This company is exempt due	to the fact that we employ or commen
	This <u>non-profit agency</u> is with fewer than 10 employees	exempt due to the fact that we employ or contract
The Or	dinance requires that all contractors/vendors a	nd/or grantees agree to the following terms:
a)	To pay each of its employees performing wo less than the living wage, which is defined a less than \$13.96/hour for those employers the Living Wage will be adjusted each year of pay the adjusted amount thereafter. The rate	rk on any covered contract or grant with the City, not as \$12.52/hour when health care is provided, or no hat do <i>not</i> provide health care. It is understood that an April 30, and covered employers will be required to stated above include any adjustment for 2013.
b)	Please check the boxes below which apply to	your workforce:
	 Employees who are assigned to any coverage applicable living wage without health benefits 	ered City project or grant will be paid at or above the efits Yes No
OR	Employees who are assigned to any coverance applicable living wage with health benefits	red City project or grant will be paid at or above the Yes_X_ No
c)	or other location in which employees of our	rding the Living Wage Ordinance in every work place er persons contracting for employment are working.
d)	To provide the City payroll records or other	documentation as requested; and,
e)	investigating complaints of horizontiplication	esentatives for the purposes of monitoring compliance,
The	undersigned authorized representative herelie stated conditions under penalty of perjury an	by obligates the contractor/vendor or grantee to the discontractor.
	M Mechanical, LLC	7400 Hickory Valley Fenton, MT 48430 Address City State Zip
	pany Name	248-521-0981 Phone (area code)
Signa	raig S. Mortz	craig.mortz@csmmechanical.com
Type	or Print Name and Title	Email address
	February 4, 2014	_
	signed Ouestions about t	his form? Please contact:
	Procurement C	office City of Ann Arbor

Phone: 734/794-6500

CITY OF ANN ARBOR

RATE EFFECTIVE MAY 1, 2013 - ENDING APRIL 30, 2014

\$12.52 per hour

\$13.96 per hour

If the employer provides health care benefits*

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.

For Additional Information or to File a Complaint Contact:

Karen Lancaster, Purchasing Agent 734/794-6500 or klancaster@a2gov.org.

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

Revised 3/2013 LW-1



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:

- 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.
- 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.
- No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- 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.
- Please note any exceptions below:

PROCUREMENT USE ONLY

Yes, named employee was involved in Bid / Proposal process.

No, named employee was not involved in programmal process or decision.

Vendor Name	Vendor Phone Number
CSM Mechanical, LLC	248-521-0981
Conflict of Interes	st Disclosure *
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	() Relationship to employee () Interest in vendor's company () Other
*Disclosing a potential conflict of interest does not disqualify conflicts of interest and they are detected by the City, vendo	vendors. In the event vendors do not disclose potential r will be exempt from doing business with the City.
certify that the information provided is true and o	correct by my signature below:
TAKE TO WORK 2/4	Craig S. Mortz Printed Name of Vendor Authorized Representative
Signature of Vendor Authorized Representative Date	1. Its inches



February 4, 2014

REFERENCE:

Larcom City Hall

Quotation No.:

CSM 01.10.14

SUBJECT:

Chiller Replacement

CSM Mechanical, LLC is pleased to submit a proposal for the mechanical, electrical and architectural installations and/or modifications to the Larcom City Hall regarding the proposed Chiller Replacement in Ann Arbor, Michigan pursuant to your recent bid request and according to the plans and specifications.

OUR PROPOSAL INCLUDES:

- · Provide job-site supervision and safety standards and normal equipment/materials delivery conditions
- Provide job-site mobilization and de-mobilization services, the necessary submittals, the pertinent operation and maintenance manuals, the mechanical permits, license and inspection fees and the associated 100% Payment and Performance Bond fee
- Provide necessary crane, mobile personnel and material lifts, in addition to the rigging equipment required to perform the mechanical duties as they relate to this proposal, including the unloading, rigging and setting of the proposed chiller (C-3) per plans and specifications
- Provide skilled labor, materials, consumables and equipment necessary for the selective mechanical and electrical demolition of the chilled water equipment/piping system associated with the above referenced installation per plans and specifications
- Provide skilled labor, materials, equipment and consumables for the mechanical installation of the chilled water operating system, including the placement and installation of the proposed chiller (CH-3), the procurement, placement and installation of the chilled water piping system (carbon steel with grooved/mechanical joint construction), the associated hangers and supports and the chilled water piping specialties per plans and specifications
- Provide temperature control installation services by METRO CONTROLS, including the integration of the new chilled water plant with the existing BACNET/ARCNET BMS system per plans and specifications
- Provide skilled labor, materials, equipment and consumables necessary to facilitate the mechanical piping insulation (fiberglass) of the newly installed chilled water piping system per plans and specifications
- Provide skilled labor, materials, equipment and consumables necessary for the electrical power, control and/or interlock wiring, the associated conduit, raceways and conductors and the necessary hangers/supports according to the plans and specifications
- Provide skilled labor, materials, equipment and consumables necessary to facilitate the mechanical identification of the newly installed chilled water piping system per plans and specifications
- Provide skilled labor, materials, equipment and consumables necessary for the architectural services, including the fabrication and installation for the structural steel structures and the certified roof cutting, patching and/or flashing according to the plans and specifications



- Provide skilled labor, materials, consumables and equipment necessary for the NEBB and AABC certified hydronic balancing, adjusting and testing of the pumping arrangements and flow control devices, including the provisions for a written reporting to be transmitted to the customer upon project completion per plans and specifications
- Provide check, test and start-up services, including a customer operational instruction/training period for the newly installed equipment for the above referenced scope of work
- Provide job-site clean-up and removal of debris
- Provide one (1) year parts and labor warranty/guarantee period

OUR PRICE TO PROVIDE THE ABOVE SERVICES IS:

\$155,423.00

VOLUNTARY ALTERNATE

Provide a software upgrade to the latest version of the Automated Logic WebCTRL software. The expense associated with the performance of this task is an **ADD of \$5,500.00**.

QUALIFICATIONS:

- State and/or Federal sales taxes have been included in this proposal
- Asbestos related work of any sort has been excluded
- · Overtime (premium) working hours have been excluded

NOTE: CSM Mechanical, LLC has included a 2.8% Payment and Performance Bond fee (\$4,170.00) in the above referenced proposal pricing.

CSM Mechanical, LLC has based this proposal on straight-time working hours of 7:00 am until 3:30 pm, Monday through Friday.

This proposal has allowed for progress billing practices with payment terms of Net (30) days per occurrence. This quotation is valid for thirty (30) days.

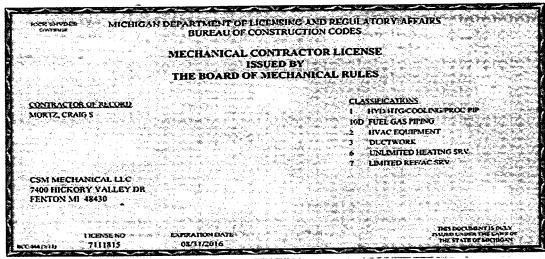
If you have any further questions regarding the above proposal, please contact our office at your earliest convenience. **CSM Mechanical, LLC** will proceed with the work upon receipt of signed proposal.

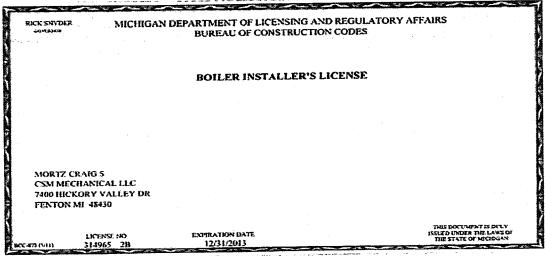
Respectfully

Craig S. Mortz

Cc: File







GENERAL LIABILITY INSURANCE: Hastings Mutual Insurance Company

Policy No.: CPP 528210

FEDERAL TAX ID No.: 26-2916648

WORKMANS COMPENSATION INSURANCE:

Hastings Mutual Insurance Company

Policy No.: WC 9770742

MESC EMPLOYER No.: 1604077



December 2, 2013

SUBJECT:

Introduction letter and references

Thank you for the opportunity to introduce CSM Mechanical, LLC. to your organization. I am confident that CSM Mechanical, LLC. can address your mechanical concerns and resolve them, exceeding your expectations.

As a member of CSM Mechanical, LLC., I have been a mechanical services contractor since 1998. The team at CSM Mechanical, LLC. brings over 30 years experience in technical service and support, design, consultation and installation to the mechanical industry of Southeastern Michigan.

CSM Mechanical, LLC. has earned its excellent reputation by providing quality mechanical services to our industrial, commercial and institutional clients, whom are leaders within their industries. Our response is timely and in a cost effective manner to our clients with the efforts and dedicated service of our management team and highly skilled field technicians, thus making CSM Mechanical, LLC. the innovative company it is today.

CSM Mechanical, LLC....is changing the way building owners and facility managers approach their mechanical systems needs through quality services, single source responsibility, and the implementation of tomorrow's technology today. This approach is accomplished by innovative, comprehensive and cost effective performance within safe environmental conditions. By allowing CSM Mechanical, LLC. to address your mechanical needs, you will have more time available to focus on your areas of expertise, which translates into greater profits and increased operating efficiency. Our services will provide dependable and reliable operating conditions to meet or exceed your specific needs and/or objectives, and we are confident that our commitment to mechanical service excellence assures your satisfaction on a 24-hour, 7 days a week basis.

I have included a brief listing of customers that would be more than happy to provide references for our company and our mechanical servicing abilities. Please feel free to contact our office, if you have any questions.

Respectfully,

Craig S. Mortz



REFERENCES

Jones Lang LaSalle - Delphi World Headquarters - Various mechanical and electrical services 5725 Delphi Drive

Troy, Michigan 48098

ATTENTION:

Mr. Joe Lagarde

Phone: 248.813.3039

Fax: 248.813.3041 Mobile: 248-259-2887

Charter Township of Waterford - Condensing boiler replacement for the Town Hall/Police Department

5240 Civic Center Drive Waterford, Michigan 48329

ATTENTION:

Mr. Dave Papke

Phone: 248.618.7452

Fax: 248.674.8658 Mobile: 248.240.2281

Huron Valley Schools - 2010, 2011 & 2012 Mechanical Upgrades

2390 S. Milford Road Highland, Michigan 48357

ATTENTION:

Ms. Michelle Kerns

Mobile: 248.921.3929

Work: 248.684.8188

Charter Township of Redford - Community Center - HVAC equipment replacement and maintenance

12121 Hemingway Redford, Michigan 48239

ATTENTION:

Mr. Mike Dennis

Phone: 313.387.2785

Fax:

Email: mdennis@redfordtwp.com

Holt Public Schools - Various boiler and chiller removal/replacement projects

5780 Holt Road

Holt, Michigan 48842

ATTENTION:

Mr. Jonathan Hall

Phone: 517.694.0401

Okemos Public Schools - High school boiler removal and replacement project

4406 Okemos Road

Okemos, Michigan 48864

ATTENTION:

Mr. Steve Lathrop

Phone: 517.706.5037



Roush Enterprises – High Pressure Nitrogen and Oxygen Piping project 11916 Market Street

Livonia, Michigan 48150

ATTENTION:

Ms. Michelle Majetic

Phone: 734.779.7265

Fax: 734.779.7919 Mobile: 734.748.1675

RCL Construction - City of Wixom and Independence Township WWTP Improvements

777 W. Maynard Road Sanford, Michigan 48657

ATTENTION:

Mr. Sam Luedtke

Phone: 989-687-7319

Fax: 989-687-5378 Mobile: 989-280-5951

St. Hugo of the Hills - Archdiocese of Detroit - 2012 HVAC and boiler replacement projects

2215 Opdyke Road

Bloomfield hills, Michigan 48304

ATTENTION:

Mr. Jerry Morrocco

Phone: 248.644.5460

Fax: 248.644.1758 Mobile: 248.283.2208

JR Heineman -- Hampton Township, Saginaw McCarty Road and City of Clare WWTP Imp. projects

1224 N. Niagara Street Saginaw, Michigan 48603

ATTENTION:

Mr. Dale Johnson

Phone: 989.753.8483

Fax: 989.723.9644 Mobile: 989.598.4402

Irish Construction - City of Fenton WWTP Improvements

4640 W. Grand River Avenue Howell, Michigan 48855

ATTENTION:

Mr. Matt Mellen

Phone: 517.548.3440

Fax: 517.548.4066 Mobile: 517.404.5207

E & L Construction Group - Genesee County WWTP District No. 3

2830 Lippincott Boulevard

Flint, Michigan 48506

ATTENTION:

Mr. Greg Yeaster

Phone: 810,744,4300

Fax: 810.744.1735