

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, 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 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (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 4 DAY OF June, 2013.

Bidder's Name

E.T. Mackenzie Company

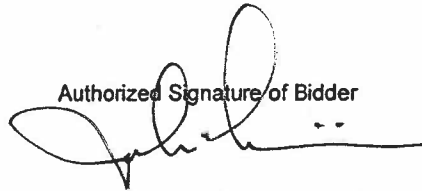
Official Address

6400 Jackson Road.
Ann Arbor, MI 48103

Telephone Number

734-761-5050

Authorized Signature of Bidder



(Print Name of Signer Above)

John Niemiec

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of Michigan, for whom John Niemiec, bearing the office title of Division Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

~~* A partnership, list all members and the street and mailing address of each:~~

~~_____

_____~~

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

~~* An individual, whose signature with address, is affixed to this Bid: _____~~

~~(initial here)~~

BID FORM

Section 1 - Schedule of Prices

Company: E.T. Mackenzie Company

Demolition of Vehicle + Salt Storage Bldgs Project:

_____ File:

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.

Thirty-one thousand six hundred Dollars (\$ 31,618.00)
eighteen and ⁰⁰/₁₀₀

BID FORM I Section 1 – Schedule of Prices

Demolition Permit and Soil Erosion and Sedimentation Control (SESC) Permit – The contractor will be responsible for obtaining these permits from the City of Ann Arbor Planning and Development Services Unit.

SESC and Traffic Control Installation – The contractor will be responsible for all controls necessary.

Electrical disconnection – The contractor will be responsible for having an Electrician disconnect the electrical systems.

Demolition and disposal of Buildings – The contractor will remove the salt storage and vehicle storage buildings, their foundations, all bollards, trees and appurtenances' surrounding the buildings, the asphalt surface between them, and removal of two stormwater inlets and stormwater piping that is connected to the sanitary system (see Attachment A), and all related work.

Site Restoration – All disturbed areas will be graded out, topsoil applied, and seeded and mulched to establish vegetation.

<u>Item</u>	<u>Description</u>	<u>Total Price</u>
1	Project Management, Permits & Site Prep	\$ 4,769.00
2	Salt Building Demolition	\$ 8,834.00
3	Vehicle Storage Building Demolition	\$ 9,948.00
<input type="checkbox"/>		
4	Demolition of Storm Inlets and Removal of Storm Line	\$ 2,010.00
5	Site Restoration	\$ 6,057.00
TOTAL BASE BID		\$ 31,618.00

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.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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None		
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

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



Signature of Authorized Representative of Bidder

BID FORM

BF-3

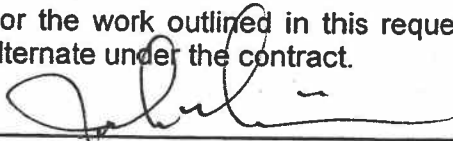
Version 01/2010

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. Proposed time shall not exceed Friday, August 30, 2013. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

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



Signature of Authorized Representative of Bidder

BID FORM

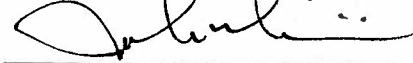
Section 4 - Subcontractors

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 include any individual who furnishes merely the individual's own personal labor or services.

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
None		

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

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

Form #1

Name of Company/Organization E.T. Mackenzie Co. Date Form Completed 6/3/13
 Name and Title of Person Completing this Form Heather Hufnagel HR Adm. Name of President Erdmen T. Mackenzie
 Address 4248 W. Saginaw Grand Ledge MI 48837 County Eaton Phone # 517.622.8408
(Street address) (City) (State) (Zip) (Area Code)
 Fax# 517.622.4470 Email Address hh@mackenzieco.com
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials	3												3
Supervisors	13												13
Professionals	8						2						10
Technicians	1												1
Sales													
Admin. Support	9						3						12
Craftspeople	38			4									42
Operatives	28			1									29
Service Workers	8	1											9
Laborers/Helper	8	1											9
Apprentices													
Other													
TOTAL	116	2		5			5						128
PREVIOUS YEAR TOTAL	119	2		5			6						132

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization: E.T. Mackenzie Co. Date Form Completed: 6/3/13
 Name and Title of Person Completing this Form: Heather Hufnagel Hradin Name of President: Erdmen T. Mackenzie
 Address: 6400 Jackson Rd Ann Arbor MI 48103 County: Washtenaw Phone #: 734.761.5050
(Street address) (City) (State) (Zip) (Area Code)
 Fax: 734.761.5323 Email Address: hh@mackenzieco.com
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L	
	Male						Female							
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander E	American Indian or Alaska Native F	White G	Black or African American H	Asian I	Hispanic or Latino J	Native Hawaiian or Other Pacific Islander K	American Indian or Alaskan Native L		
Exec/Sr. Level Officials														
Supervisors	2													2
Professionals	1													1
Technicians														
Sales														
Admin. Support														
Craftspeople	2													2
Operatives	3													3
Service Workers														
Laborers/Helper	2													2
Apprentices														
Other														
TOTAL	10													10
PREVIOUS YEAR TOTAL	10													10

1/12

Questions about this form? Call Procurement Office: (734) 794-6576

AAF-2

**ATTACHMENT C
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 the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
 This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

<u>E.T. Mackenzie Co.</u> Company Name	<u>4248 W. Saginaw, Grand Ledge, MI 48837</u> Address, City, State, Zip
<u>Heather Hufnagel</u> Signature of Authorized Representative	<u>517.6278408</u> Phone (area code)
<u>Heather Hufnagel, Human Res. Adm.</u> Type or Print Name and Title	<u>hh@mackenzieco.com</u> Email address
<u>6/3/13</u> Date signed	

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



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E T MacKenzie Company dba MacKenzie Environmental Services, Inc. 4248 W Saginaw Hwy Grand Ledge MI 48837, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto City of Ann Arbor, 301 E Huron Street, PO Box 8647, Ann Arbor, MI 48107, as obligee (the "Obligee"), in the penal sum of Five Percent of Bid Dollars (\$ 5% of bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for: Demolition of Vehicle and Salt Storage Buildings at 721 N Main, ITB#4286

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 4th day of June, 2013

WITNESS / ATTEST

Dottie Pearsley

E T MacKenzie Company dba
MacKenzie Environmental Services, Inc.
(Principal)
By: [Signature] (Seal)
Name: Michael S. Marks
Title: Vice President of Operations

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Robert G Chapman Attorney-in-fact

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. 5693730

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 11th day of December, 2012.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, 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 Gregory W. Davenport, 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, David M. Carey, 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 4th day of June, 2013.



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

Not valid for mortgage, note, loan, letter of credit, bank deposit, 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.