

COPY

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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

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

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

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

SIGNED THIS 12TH DAY OF MAY, 2020.

E.T. MACKENZIE COMPANY

Bidder's Name

6400 JACKSON ROAD

ANN ARBOR, MI 48103

Official Address

734.761.5050

Telephone Number

 President
Authorized Signature of Bidder

Michael S Marks

(Print Name of Signer Above)

dkipke@mackenzieco.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom MICHAEL S. MARKS, 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.~~

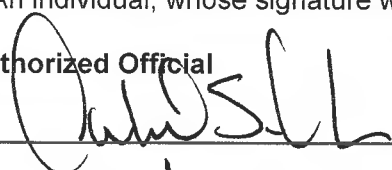
~~* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

~~_____

_____~~

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

Authorized Official



Date 05.12, 2020

(Print) Name Michael S. Marks Title President

Company: E.T. MACKENZIE COMPANY

Address: 6400 JACKSON ROAD, ANN ARBOR, MI 48103

Contact Phone () 734. 761. 5650 Fax () 734. 761. 5323

Email dk.pke@mackenzieco.com

BID FORM

Section 1 - Schedule of Prices

Project: 2020 Utility Improvements

File # 2019-026 Bid # 4626

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
GENERAL ITEMS					
130	Protective Fencing	FT	260	\$ <u>2.80</u>	\$ <u>728.00</u>
140	Exploratory Excavation (0 to 10 feet)	EA	5	\$ <u>2,200.00</u>	\$ <u>11,000.00</u>
201	Project Supervision, Max \$20,000.00	LS	1	\$ <u>5,300.00</u>	\$ <u>5,300.00</u>
202	General Conditions, Max. \$25,000.00	LS	1	\$ <u>17,900.00</u>	\$ <u>17,900.00</u>
203	Minor Traffic Devices, Max \$10,000.00	LS	1	\$ <u>1,450.00</u>	\$ <u>1,450.00</u>
204	Digital Audio Visual Coverage	LS	1	\$ <u>2,950.00</u>	\$ <u>2,950.00</u>
205	Certified Payroll Compliance and Reporting	LS	1	\$ <u>1.00</u>	\$ <u>1.00</u>
206	Clean-Up & Restoration, Special	LS	1	\$ <u>5,900.00</u>	\$ <u>5,900.00</u>
207	Allowance for Unforeseen Site Conditions	DLR	15000	\$ <u>1.00</u>	\$ <u>15,000.00</u>
207-1	Allowance for Permit Fees	DLR	5000	\$ <u>1.00</u>	\$ <u>5,000.00</u>
209	Inlet Filters	EA	22	\$ <u>135.00</u>	\$ <u>2,970.00</u>
210	"No Parking" Signs	EA	14	\$ <u>105.00</u>	\$ <u>1,470.00</u>
211	Sign, Portable Changeable Message, Furn and Oper	EA	10	\$ <u>1,950.00</u>	\$ <u>19,500.00</u>
212	Plastic Drum - Lighted, Furnish and Operate	EA	70	\$ <u>21.00</u>	\$ <u>1,470.00</u>
213	Barricade Type III - Lighted, Furnish and Operate	EA	30	\$ <u>83.10</u>	\$ <u>2,493.00</u>
214	Temporary Sign, Type B, Furnish and Operate	SFT	1400	\$ <u>3.90</u>	\$ <u>5,460.00</u>
215	Pedestrian Type II Barricade, Furn and Oper	EA	10	\$ <u>65.60</u>	\$ <u>656.00</u>
216	Arrow Board, Furnish and Operate	EA	2	\$ <u>610.00</u>	\$ <u>1,220.00</u>
ROAD ITEMS					
220	Remove Concrete Curb or Curb and Gutter - Any Type	FT	300	\$ <u>8.45</u>	\$ <u>2,535.00</u>
221	Remove Concrete Sidewalk and Drive - Any Thickness	SFT	2000	\$ <u>1.20</u>	\$ <u>2,400.00</u>
222	HMA Surface Remove	SYD	2900	\$ <u>7.75</u>	\$ <u>22,475.00</u>
223	HMA and Concrete Surface Removal	SYD	150	\$ <u>31.55</u>	\$ <u>4,732.50</u>
224	Concrete Type M Opening - HE	FT	50	\$ <u>63.45</u>	\$ <u>3,172.50</u>
225	6 inch Conc with Integral curb	SFT	1300	\$ <u>11.10</u>	\$ <u>14,430.00</u>
226	Machine Grading, Modified	SYD	3150	\$ <u>6.65</u>	\$ <u>20,947.50</u>
227	Subgrade Undercutting - Type II	CYD	20	\$ <u>48.30</u>	\$ <u>966.00</u>
228	Sand Subbase Course, Class II - C.I.P.	CYD	10	\$ <u>37.35</u>	\$ <u>373.50</u>
229	21AA Limestone	CYD	50	\$ <u>48.15</u>	\$ <u>2,407.50</u>
TOTAL THIS PAGE (BF-1) (Also to be entered on Page BF-3)				\$	<u>174,907.50</u>

BID FORM

Section 1 - Schedule of Prices

Project: 2020 Utility Improvements

File # 2019-026 Bid # 4626

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
ROAD ITEMS (continued)					
230	Aggregate Base Course, 8-inch - 21AA - C.I.P.	SYD	1550	\$ <u>14.35</u>	\$ <u>22,242.50</u>
231	Aggregate Base Course, 12-inch - 21AA - C.I.P.	SYD	550	\$ <u>22.00</u>	\$ <u>12,100.00</u>
232	6A Crushed Limestone	CYD	3	\$ <u>355.00</u>	\$ <u>1,065.00</u>
233	HMA Pavement Leveling/Top - LVSP	TON	510	\$ <u>165.00</u>	\$ <u>84,150.00</u>
234	HMA Pavement Base/Leveling/Top - 4E3	TON	200	\$ <u>225.00</u>	\$ <u>45,000.00</u>
234-1	Hand Patching	TON	8	\$ <u>510.00</u>	\$ <u>4,080.00</u>
235	Concrete Curb or Curb and Gutter - All Types	FT	200	\$ <u>54.00</u>	\$ <u>10,800.00</u>
236	Concrete Curb or Curb and Gutter - All Types (HE)	FT	25	\$ <u>66.10</u>	\$ <u>1,652.50</u>
237	4 Inch Concrete Sidewalk	SFT	400	\$ <u>9.30</u>	\$ <u>3,720.00</u>
238	6 Inch Concrete Sidewalk or Sidewalk Ramp	SFT	250	\$ <u>11.85</u>	\$ <u>2,962.50</u>
239	6 Inch Concrete Drive - High Early	SFT	150	\$ <u>15.70</u>	\$ <u>2,355.00</u>
240	Detectable Warning, Cast In Place	SFT	20	\$ <u>29.65</u>	\$ <u>593.00</u>
241	Integral Sidewalk Retaining Wall, any height	SFT	10	\$ <u>60.75</u>	\$ <u>607.50</u>
250	Pavt Mrkg, Polyurea, 12 inch, White	FT	60	\$ <u>6.10</u>	\$ <u>366.00</u>
251	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	40	\$ <u>13.30</u>	\$ <u>532.00</u>
252	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow, Bike	EA	1	\$ <u>195.00</u>	\$ <u>195.00</u>
253	Pavt Mrkg, Ovly Cold Plastic, Bike, Sym	EA	1	\$ <u>195.00</u>	\$ <u>195.00</u>
254	Pavt Mrkg, Polyurea, 12 inch, Yellow	FT	60	\$ <u>6.10</u>	\$ <u>366.00</u>
255	Pavt Mrkg, Polyurea, 4 inch, Yellow	FT	460	\$ <u>2.55</u>	\$ <u>1,173.00</u>
256	Pavt Mrkg, Polyurea, 6 inch, White	FT	240	\$ <u>3.10</u>	\$ <u>744.00</u>
257	Pavt Mrkg Cover, Type R, Black	FT	600	\$ <u>2.00</u>	\$ <u>1,200.00</u>
258	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Temp	FT	1150	\$ <u>1.90</u>	\$ <u>2,185.00</u> (DCK)
563	Structure Covers	EA	6	\$ <u>450.00</u>	\$ <u>2,700.00</u>
566	Adjust Structure Cover	EA	6	\$ <u>555.00</u>	\$ <u>3,330.00</u>
SEWER ITEMS					
270	Sewer, Any Size or Depth, Remove	FT	374	\$ <u>9.10</u>	\$ <u>3,403.40</u>
271	Structure, Any Size or Depth, Remove	EA	7	\$ <u>425.00</u>	\$ <u>2,975.00</u>
276	Existing Sewer Lead, Connect	EA	5	\$ <u>645.00</u>	\$ <u>3,225.00</u>
277	Sanitary Sewer Cleanout	EA	6	\$ <u>1,700.00</u>	\$ <u>10,200.00</u>

TOTAL THIS PAGE (BF-2)
(Also to be entered on page BF-3)

\$ 224,117.40

BID FORM

Section 1 - Schedule of Prices

Project: 2020 Utility Improvements

File # 2019-026 Bid # 4626

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
SEWER ITEMS (continued)					
278	6-Inch Wrapped Underdrain	FT	20	\$ <u>39.20</u>	\$ <u>784.00</u>
305	8 inch SDR 26 PVC Sanitary Sewer, Trench Detail I	FT	310	\$ <u>300.00</u>	\$ <u>93,000.00</u>
320	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	FT	40	\$ <u>135.00</u>	\$ <u>5,400.00</u>
321	24" CL IV RCP Storm Sewer Pipe, Trench Detail I	FT	96	\$ <u>145.00</u>	\$ <u>13,920.00</u>
335	SDR 26 PVC Wye, 8" x 6"	EA	3	\$ <u>80.45</u>	\$ <u>241.35</u>
354	6 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	180	\$ <u>385.00</u>	\$ <u>69,300.00</u>
360	Type I Manhole, 48 inch Dia 0-10' deep)	EA	4	\$ <u>8,150.00</u>	\$ <u>32,600.00</u>
366	Double Inlet	EA	2	\$ <u>6,950.00</u>	\$ <u>13,900.00</u>
370	Drop Connection, 8-inch	VF	5	\$ <u>605.00</u>	\$ <u>3,025.00</u>
385	Sewer Pipe Abandonment with Flowable Fill	FT	170	\$ <u>15.60</u>	\$ <u>2,652.00</u>
WATER ITEMS					
290	Temporary 8 inch Water Main Line Stop	EA	2	\$ <u>11,700.00</u>	\$ <u>23,400.00</u>
291	Fire Hydrant Assembly	EA	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
400	6 inch Class 50 DIP w/polywrap, Trench Detail I	FT	20	\$ <u>81.55</u>	\$ <u>1,631.00</u>
401	8 inch Class 50 DIP w/polywrap, Trench Detail I	FT	420	\$ <u>190.00</u>	\$ <u>79,800.00</u>
402	8 inch Class 50 DIP w/restrained jt/wrap, Tr Det I	FT	135	\$ <u>490.00</u>	\$ <u>66,150.00</u>
411	8" 22.5° Bend	EA	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
412	8" 45° Bend	EA	4	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
414	8" x 6" Reducer	EA	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
430	8" x 8" x 8" Tee	EA	2	\$ <u>1,000.00</u>	\$ <u>2,000.00</u>
447	8" Gate Valve-in Well	EA	2	\$ <u>7,100.00</u>	\$ <u>14,200.00</u>
460	Excavate & Backfill for Water Service Tap and Lead	FT	50	\$ <u>585.00</u>	\$ <u>29,250.00</u>
481	Water Main Pipe Abandonment	FT	530	\$ <u>0.30</u>	\$ <u>159.00</u>
483	Gate Valve and Well, Removal	EA	1	\$ <u>20.35</u>	\$ <u>20.35</u>
TOTAL THIS PAGE (BF-3)				\$	<u>462,432.70</u>
TOTAL FROM PAGE BF-1				\$	<u>174,907.50</u>
TOTAL FROM PAGE BF-2				\$	<u>224,117.40</u>
TOTAL BASE BID				\$	<u>861,457.60</u>

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

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

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

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

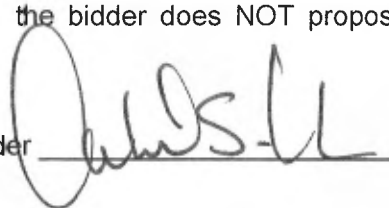
<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

N/A

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

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

Signature of Authorized Representative of Bidder



Date 05.12.20

BID FORM

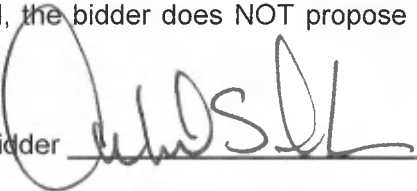
Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

N/A

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

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

Signature of Authorized Representative of Bidder  Date 05.12.20

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

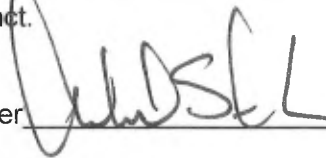
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
CADILLAC ASPHALT	HMA	TBD
PK CONTRACTING	PAYMENT MARKINGS	TBD
SPARTAN BARRICADE	TRAFFIC CONTROL	TBD

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

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

Signature of Authorized Representative of Bidder



Date 05.12.20

BID FORM

Section 5 – References

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

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

1) HOOPER, GREENE & HILL
IMP. PROJECT TBD (+/- \$5 MILLION) 2019
Project Name Cost Date Constructed

CHRIS WALL, WADE TRIM / A² 248. 298. 9722
Contact Name Phone Number

PLYMOUTH & GREENE
2) WATER MAIN \$2,690,955.87 2017
Project Name Cost Date Constructed

IGOR KOILYAR, A² X 43634
Contact Name Phone Number

3) H³R WATERMAIN \$1,582,891.95 2015
Project Name Cost Date Constructed

DAVID DYKMAN, A² X 43685
Contact Name Phone Number

**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.

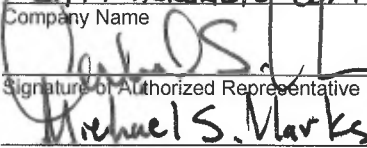
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

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

E.T. MACKENZIE COMPANY
Company Name

 05.12.20
Signature of Authorized Representative Date

Michael S. Marks, President
Print Name and Title

6904 JACKSON, ANN ARBOR, MI 48103
Address, City, State, Zip

734.761.8050 dk.pkc@mackenzie-co.com
Phone/Email address

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce	
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

ET. MACKENZIE COMPANY
Company Name

Michael S. Marks 05.12.20
Signature of Authorized Representative Date

Michael S. Marks, President
Print Name and Title

6400 JACKSON ROAD
Street Address

ANN ARBOR, MI 48103
City, State, Zip

734.761.5050 / dk.pke@mackenzie.com
Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

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

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

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

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
E.T. MARKSIZIE COMPANY	734.761.5050	
Vendor Name	Vendor Phone Number	
	05.12.20	MICHAEL S. MARKS
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

E.T. MACKENZIE COMPANY
Company Name

[Signature] 05.12.20
Signature of Authorized Representative Date

Michael S. Marks, President
Print Name and Title

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

734.761.5050 / dm.ake@mackenzie.com
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

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

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

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

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

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

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



Liberty Mutual Surety
Attention: LMS Claims
PO Box 34526
Seattle, WA 98124
Phone: (206) 473-6210
Fax: (866) 548-6873
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

Liberty Mutual Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, E T MacKenzie Company of 6400 Jackson Road Ann Arbor MI 48103 (hereinafter called the Principal) as Principal, and Liberty Mutual Insurance Company, with its principal office in the City of Boston, MA (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Ann Arbor, 301 E Huron Street, Ann Arbor, MI 48104 (hereinafter called the Obligee) in the penal sum of Five Percent of Bid Dollars (5% of Bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

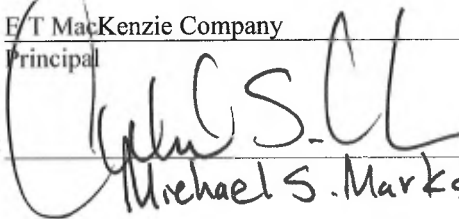
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 5/12/2020 for ITB#4626 2020 Utility Improvements.

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: May 12, 2020

E T MacKenzie Company
Principal

By:

 President
Michael S. Marks

Liberty Mutual Insurance Company

By:


Nathan G Chapman (Attorney-in-fact)





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.

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

Certificate No: 8201251-013057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Robert G. Chapman, Cloyd W. Barnes, David G. Chapman, Nathan G. Chapman, Marcia J. Miller

all of the city of Lansing state of Michigan 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 10th day of May, 2019.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of 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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 12th day of May, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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.