

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 #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 15 DAY OF MAY, 2014.

EMERGENCY RESTORATION COMPANY

Bidder's Name

1401 E. 14 MILE RD., TROY, MI 48083

Official Address

248-299-4500

Telephone Number



Authorized Signature of Bidder

JOHN DAVID

(Print Name of Signer Above)

BID FORM
Section 1 - Schedule of Prices

Company: EMERGENCY RESTORATION COMPANY

Project: **Fire Station Restroom Renovations Project ITB - 4335**

Base Bid – Fire Station #3

For the entire work outlined in these documents for Fire Station #3, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

(\$ 51,409.00)

Base Bid – Fire Station #4

For the entire work outlined in these documents for Fire Station #4, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

(\$ 43,591.00)

Total Bid (add base bids above) – Bid bond should be based on this amount

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

NINETY FIVE THOUSAND DOLLARS, NO CENTS Dollars (\$ 95,000.00)

Alternate Bid – Fire Station #3

For the entire work outlined in these documents under Alternate work for the locker room facilities (Fire Station #3 only), complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

(\$ 27,500.00)

Alternate Bid – Fire Station #4

For the entire work outlined in these documents under Alternate work for the locker room facilities (Fire Station #4 only), complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

(\$ 27,000.00)

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>
1.7	PERSONNEL LOCKERS WITH BENCH MFR: KI PRODUCT: FREE STYLE	DEDUCT \$3,800.00
1.8	PERSONNEL LOCKERS WITH BENCH MFR: KI PRODUCT: FREE STYLE	DEDUCT \$3,800.00

(MANUFACTURER SPECS AND LITERATURE INCLUDED)

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: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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, 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



BF-3

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>
S&L CONCRETE, 2086 ALSUP AVE. COMMERCE, MI 48382	CONCRETE	\$15,000.00
RE-BATH COMPANY, 20562 HALL RD. CLINTON TWP., MI 48038	TILE/PLUMBING	\$58,000.00

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

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

Signature of Authorized Representative of Bidder



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

Entire Organization Totals for All Locations where applicable

Name of Company/Organization **EMERGENCY RESTORATION COMPANY** Date Form Completed **MAY 15, 2014**
 Name and Title of Person Completing this Form **BETH BELL, OFFICE MANAGER** Name of President **JOHN DAVID**
 Address **1401 E. 14 MILE RD. TROY MI 48083** County **OAKLAND** Phone # **248-299-4500**
 (Street address) (City) (State) (Zip) (Area Code)
 Fax# **248-299-6950** Email Address **jad@caller1.net**
 (Area Code)

Job Categories	EMPLOYMENT DATA													TOTAL COLUMNS A-L
	Number of Employees (Report employees in only one category)													
	Male						Female							
White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black African American	Asian	Hispanic Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Indian		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Level Officials	3													
Supervisors	2													
Professionals														
Technicians	26	2		1	1	15	1	2					48	
Sales													0	
Admin. Support						2							2	
Craftspeople													0	
Operatives													0	
Service Workers													0	
Laborers/Helper													0	
Apprentices													0	
Other													0	
TOTAL	31	3	0	1	0	18	1	2	0	0	0	0	55	
PREVIOUS YEAR TOTAL	31	2	0	0	1	16	0	2	0	0	0	0	52	

Questions about this form? Call (734)794-6500

**APPENDIX 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 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 \$12.78/hour when health care is provided, or no less than \$14.25/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 2014.

- 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.

EMERGENCY RESTORATION COMPANY

Company Name


Signature of Authorized Representative

JOHN DAVID
Type or Print Name and Title

1401 E. 14 MILE RD., TROY, MI 48083

Address, City, State, Zip

248-299-4500

Phone (area code)

jad@caller1.net

Email address

MAY 15, 2014

Date signed

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

Revised 3/2014

LW-2

ATTACHMENT C – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM



Vendor Conflict of Interest Disclosure Form

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

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


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

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

Vendor Name	Vendor Phone Number
Emergency Restoration Company	248-299-4500
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 _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____
none	none

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

I certify that the information provided is true and correct by my signature below:



 Signature of Vendor Authorized Representative

05-15-14
 Date

JOHN DAVID

 Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

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