



Equal Opportunity Employer

E.T. MacKenzie Company - Ann Arbor

One of The MacKenzie Companies

6400 Jackson Road
Ann Arbor, MI 48103

Phone: (734) 761.5050 Fax: (734) 761.5323
www.mackenzieco.com



RFP #21-16 PUBLIC WORKS ON-CALL CONSTRUCTION SERVICES

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

COPY

A. Professional Qualifications

1. Physical Locations:

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

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

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

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

2. Key Personnel:

- a. John Niemiec, Ann Arbor Division Manager (Division Management, Project Estimating / Management, Coordination, Supervision and Administration)
- b. Art Arendt, Ann Arbor Project Manager / Estimator (Project Estimating / Management, Coordination, Supervision and Administration)
- c. Duston Kipke, Ann Arbor Project Manager / Estimator (Project Estimating / Management, Coordination, Supervision and Administration)
- d. Andy LaHaie, Ann Arbor Project Manager / Estimator (Project Estimating / Management, Coordination, Supervision and Administration)

Professional information for the above employees can be found in the attached "EXHIBIT 2".

E.T. MacKenzie Company self-performs the majority of the work as required by this RFP. We subcontract to various companies for specialty work only when required. When required, we engage subcontractors who have experience working within the City of Ann Arbor and who are local in nature. Additional subcontractor information can be provided given specific project requirements / scenarios.

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

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

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

3. History:

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

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

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

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

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

- Expedited response and dispatch
- Value engineering
- Risk management

- Regional familiarity
- Aggressive scheduling
- Minimized work disruptions

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

4. Key Supervisory Personnel:

- a. Denny McNamara, Ann Arbor Superintendent (Field Management, Coordination and Supervision)
- b. Russ Curby, General Ann Arbor Utility Forman (Field Management and Construction)
- c. Daryl Kempfer, General Ann Arbor Road Construction Forman (Field Management and Construction)

Professional information for the above employees can be found in the attached "EXHIBIT 2"

These three individuals have provided supervision on ALL City of Ann Arbor projects in the past five years as detailed in our "EXHIBIT 4" enclosure.

5. Available Equipment:

Please find the list of available equipment in the attached "EXHIBIT 3".

6. Potential Subcontractors:

For specialty work items that are required for work performed under this RFP, we would typically hire the following Subcontractors:

- a. **Bostwick Company, Inc. (HMA Hand Patching)**
Ed Vlcek
3295 West Liberty Road
Ann Arbor, MI 48106
(734) 663.5600
- b. **Cadillac Asphalt, LLC (HMA Mainline Paving)**
Wanda Dwyer
857 South Wagner
Ann Arbor, MI 48103
(734) 662.0491
- c. **Water Tap, Inc. (Line Stops, Tapping Services and Team Valves)**
Tony Carpani

48595 West Road
Wixom, MI 48393
(248) 437.7023

B. Past Involvement with Similar Projects

1. Please find the attached list of project experience in "EXHIBIT 4".

C. Fee Proposal

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

D. Authorized Negotiator

1. John Niemiec is named as Authorized Negotiators for the Construction Service Contract.

E. Attachments

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

ADDENDUM No. 1

RFP No. 21-16

Public Works On-Call Construction Services

Due: May 26, 2021 by 2:00 P.M. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes two (2) pages.**

The offeror is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP Document should be included in submitted proposal:

- Attachment C - Prevailing Wage Declaration of Compliance
- Attachment D - Living Wage Declaration of Compliance
- Attachment F - Vendor Conflict of Interest Disclosure Form
- Attachment G - Non-Discrimination Declaration of Compliance

Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)	Change
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Page 17	As provided in RFP No. 21-16 Document: 26. Identify any subcontractors whom may assist you with potential services identified in this RFP. Include similar reference data for subcontractors and employees as requested herein for the main proposer.
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	As updated herein: 26. Identify any subcontractors whom may assist you with potential services identified in this RFP. The awarded offeror(s) should be prepared to share the same level of information requested herein on subcontractors once a project has a defined scope if requested by the City.
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II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the

documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Please clarify question #26 on page 17 of the RFP. Do you really want the same level of detail for anticipated subcontractors as the main proposer? As this contract may involve any number of potential specialty subcontractors (or none), how are we to determine what is acceptable to the City?

Answer 1: See change made to Question 26 in I. Corrections/Additions/Deletions herein.

Question 2: I see that 40 points are attributed to "Section III – Minimum Information Required". How will the scoring for questions be allocated?

Answer 2: Responses are worth an equal number of points and will be evaluated in totality for that section.

Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.

Acknowledged by E.T. MacKenzie
Company, 05.26.2021

ATTACHMENT B
LEGAL STATUS OF OFFEROR

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

Offeror 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.

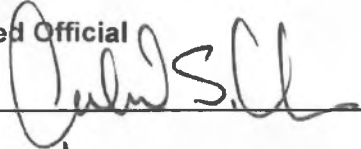
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~• 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 05.26, 2021

(Print) Name Michael S. Marks Title President

Company: E.T. MACKENZIE COMPANY

Address: 6400 JACKSON ROAD, ANN ARBOR, MI 48103

Contact Phone () 734.761.5050 Fax () 734.761.5323

Email jnie@mackenzieco.com

ATTACHMENT C
PREVAILING WAGE DECLARATION OF COMPLIANCE

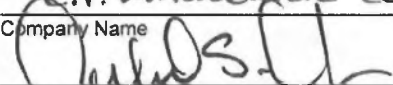
The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

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

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

E.T. MACHENZIE COMPANY
Company Name

Signature of Authorized Representative Date 05.26.2021
Michael S. Marks, President
Print Name and Title
6400 Jackson Road, Ann Arbor, MI 48103
Address, City, State, Zip
734.761.5050 / jniemiec@machenzieco.com
Phone/Email address

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

ATTACHMENT D

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 \$14.05/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 \$15.66/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).

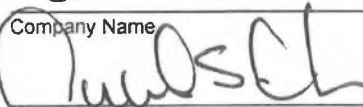
Check the applicable box below which applies to your workforce

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (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.

E.T. MACKENZIE COMPANY
Company Name


Signature of Authorized Representative

05.26.2021
Date

Michael S. Marks, President
Print Name and Title

6400 JACOBSON ROAD
Street Address

ANN ARBOR, MI 48103
City, State, Zip

734.761.5050
Phone/Email address

juemiec@macbenzieco.com
Phone/Email address

Attachment E

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

\$14.05 per hour

If the employer provides health care benefits*

\$15.66 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**



ATTACHEMENT F

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. MACKENZIE COMPANY	734.761.5050	
Vendor Name	Vendor Phone Number	
	05.26.2021	Michael S. Marks, President
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

ATTACHMENT G

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] 05.26.2021
 Signature of Authorized Representative Date

Michael S. Marks, President
 Print Name and Title

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

734 761.5050 / jnemiec@mackenzieco.com
 Phone/Email Address

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

ATTACHMENT H

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.

EXHIBIT 1
RFP# 21-16 SECTION III SUBMITTAL

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Contractor Information and Responsible Contractor Criteria
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

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

- A. Contractor Information and Responsible Contractor Criteria - 40 Points

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by offerors. False statements by offerors to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: E.T. MacKenzie Company

Social Security or Federal Employer I.D. #: 28-2405622

Address: 4248 West Saginaw Hwy.

City: Grand Ledge State: MI Zip: 48837

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1982

2. Current owners/principals/members/managing members/partners of the organization: Michael S. Marks, President

Thomas MacKenzie, Vice President Stephanie MacKenzie, Sec/Treasurer

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: None

Explanation of any business name changes:

N/A

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

N/A

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

Additional information provided in EXHIBIT 2.

Please see the attached resumes.

6. List the state and local licenses and license numbers held by the bidder:

State of Michigan - 2104063278; City of A2 Contractor - Cont-4881; City of A2 Sewer Installer - 2849
City of Grand Rapids - UG-00172 and SBL-10016; City of Lansing Drain Layer - 129 and Demo - 4278
MDOT prequalified - 01886; City of Jackson prequalified

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

City of Ann Arbor - 1 employee, 0.5% Washtenaw County - 3 employees, 1.7%

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence). Please find the attached Prevailing Wage rates that will be utilized for this project attached after the "Responsible Contractor Criteria".

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

Medical insurance, voluntary dental and vision, a profit sharing 401K plan and an Employee Assistance program is provided to all eligible employees.

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

Please find an attached copy of our Equal Employment Opportunity Policy Statement and our Employee Handbook for supporting documentation.

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

See attached list

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution. Please find the attached information following the "Responsible Contractor Criteria".

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes No
See attached

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails. Please find the attached information following the "Responsible Contractor Criteria".

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. N/A

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents. See attached - Proof of Insurance Statement/Policy

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes No
See attached Safety Handbook

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes No
EMR = 0.66 See attached letter

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: N/A

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = N/A Please find the attached information following the "Responsible Contractor Criteria".

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of

Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship? [See attached.](#)

Yes

No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyman certification or status, or are not participants in a Registered Apprenticeship Program.

[Please find the attached information following the "Responsible Contractor Criteria".](#)

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as show by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

[Please find the attached information following the "Responsible Contractor Criteria".](#)

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

[Please find the attached information following the "Responsible Contractor Criteria".](#)

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

[Please find this information attached as EXHIBIT 3.](#)

26. Identify any subcontractors whom may assist you with potential services identified in this RFP. Include similar reference data for subcontractors and employees as requested herein for the main proposer.

[Please find this information in the body of our proposal, Section 6.](#)

"General Decision Number: MI20210074 01/01/2021

Contractual Wage Rates

Superseded General Decision Number: MI20200074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0687-006 06/01/2020

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 34.20	28.82

ELEC0252-009 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 47.46	23.16

* ENGI0325-019 09/01/2020

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.88	24.85
GROUP 2.....	\$ 31.15	24.85
GROUP 3.....	\$ 30.42	24.85
GROUP 4.....	\$ 29.85	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-008 06/01/2020

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 42.69	24.95
GROUP 2.....	\$ 41.19	24.95
GROUP 3.....	\$ 39.69	24.95
GROUP 4.....	\$ 39.39	24.95
GROUP 5.....	\$ 38.57	24.95
GROUP 6.....	\$ 37.71	24.95
GROUP 7.....	\$ 36.74	24.95
GROUP 8.....	\$ 35.03	24.95

GROUP 9.....\$ 26.69 24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2019

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 30.98	27.99
Structural.....	\$ 36.77	29.03

LAB00334-009 06/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer

(or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LAB00334-018 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 23.75	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 23.86	12.85
(4) Grade Checker.....	\$ 24.05	12.85
(5) Pipelayer.....	\$ 22.90	12.75
(524.20) Pipelayer.....	\$ 22.90	12.85
(7) Landscape.....	\$ 18.14	12.85

LAB00499-020 08/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.37	40.40
GROUP 2.....	\$ 29.58	40.40
GROUP 3.....	\$ 29.71	40.40

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0514-002 06/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER....	\$ 31.47	13.81
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PLUM0190-010 06/01/2020

Rates Fringes

PLUMBER.....	\$ 42.26	23.70
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TEAM0007-006 06/01/2020

Rates Fringes

TRUCK DRIVER

Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 27.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b
Lowboy/Semi-Trailer Truck....	\$ 28.15	.50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-072 11/09/2010

Rates Fringes

TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide