JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

August 9, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by First Ward Councilmember Arlene Robinson.**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

6. **PUBLIC HEARINGS.**

   A. **Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant**
      a. *Resolution ordering the construction and preparation of special assessment roll.*

   B. **Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street**
      a. *Resolution ordering the construction and preparation of special assessment roll.*

   C. **Conduct a Public Hearing to receive citizen comments on the Community Development Block Grant- Coronavirus (CDBG-CV) substantial amendment #6 for the Loomis Park East Trail enhancements, adopt the resolution to amend the budget for fiscal year 2020-2021, and authorize submission of the substantial amendment to HUD**

a. *Resolution to Amend the Fiscal Years 2020/2021 (Year 46) CDBG-CV Budget.*

D. Public Hearing on the necessity of continuing the meterless parking system in the downtown area of the City for 2022-2023

a. *Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare a Special Assessment Roll and establishing September 13, 2022, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.*

7. CITIZEN COMMENTS. (3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).

A. City of Jackson - Minutes of the July 2022 Board of Review

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of July 12, 2022.
Approve the minutes of the regular City Council Meeting of July 12, 2022.

B. Recommendation of Appointments to the City Youth Council; Kendra Abbey and Kamiylah Greene, each for a two-year term, expiring 6/30/24; Alexandria Viger, Jadelyn Gibson and Mia Sims, each for a three-year term expiring 6/30/25
Approve the recommendation of appointments to the City Youth Council.

C. Traffic Control Order 2381- Williams Street
Approval of Traffic Control Order 2381 to remove the parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.

D. Special Event Application for the Henry Ford Jackson Hospital Race to Health
Approve a request from Henry Ford Jackson Hospital to host the Race to Health on September 17, 2022 on the streets of Jackson.

E. Special Event Application for the Orthopaedic Rehab Specialists' Oktoberfest 5/10k
Approve a request from Orthopaedic Rehab Specialists to host their Oktoberfest 5/10k on September 24, 2022 on the streets of downtown Jackson.

F. Special Event Application for the Jackson High School Class Reunion
Approve a request from Carlene Lefere to host the Jackson High School (class of 1955) Class Reunion on August 29, 2022 in Horace Blackman Park.

G. Special Event Application for the Hispanic Heritage Festival
Approve a request from Jackson College to host the Hispanic Heritage Festival on September 17, 2022 in Horace Blackman Park and downtown Jackson.

H. Special Event Application for the Heart of Lion 5k
Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5k on September 18, 2022 in Ella Sharp Park.

I. Special Event Application for the Grand River Cleanup
Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 10, 2022 in/along the Grand River and in R.A. Greene Park.

J. Special Event Application for the Bright Walls Mural Festival
Approve a request from the Jackson Young Professionals to host the Bright Walls Mural Festival September 8-11 in the streets and parking lots of downtown Jackson.

10. OTHER BUSINESS.

A. Second Reading/Final Adoption Ordinance 2022-06
Approve the second reading/final adoption of an ordinance amending Chapter 2 of the Jackson Code of Ordinances in order to reduce the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) to nine (9) members.

B. Second Reading/Final Adoption Ordinance No. 514
Approve the second reading/final adoption of Ordinance No. 514 regulating nonunion pay for City of Jackson employees.

11. NEW BUSINESS.

A. First Reading of Ordinance Amending the Boundaries of the MLK Corridor Improvement Authority as recommended by the MLK CIA Board
Consider first reading of amendment to City Code Chapter 2, Article II, Division 15, Sec. 2-407 amending the boundaries of the Martin Luther King Corridor Improvement Authority.

B. **Approve a proposed amendment to City Code Section 16-514. License allocation and fees, subsection (b)(2)**

First Reading for an amendment to Sec. 16-514(b)(2) of the City Code of Ordinances to permit the maximum number of stackable Class C grower/processor state licenses issued pursuant to the Michigan Regulation and Taxation of Marihuana and Michigan Medical Marihuana Facilities Licensing Acts.

C. Zoning Map Amendment – 217, 219, and 221 N. Grinnell Street
Recommend approval to rezone 217 N. Grinnell Street (Parcel #2-01740), 219 N. Grinnell Street (Parcel #2-01730), and 221 N. Grinnell Street (Parcel #2-01720) from R2, one and two family residential to R-4, high density apartment and office.

D. Zoning Map Amendment – N. West Avenue
Recommend approval to rezone 971 N. West Avenue (Optimist Park) from R-1, one family residential to C-4 general commercial.

E. Approval of the Contract Award for Public Works Forestry Services to Johnny's Tree Services, Inc., of Jackson, MI, for the fiscal year 2022/2023
Approval of an award of the contract for the Public Works Forestry Services to include as-needed tree trimming, tree removal, and stump grinding to Johnny's Tree Services, Inc., of Jackson, MI for an estimated amount of $201,705.00, for the fiscal year 2022/2023.

F. One Year Extension to Consultant Services Agreement – U. S. Department of the Treasury American Rescue Plan Act – Coronavirus Local Fiscal Recovery Funds
Approve a one-year extension of the Consultant Services Agreement with Guidehouse, Inc. to continue assistance in accessing and guiding appropriate uses of the American Rescue Plan – Coronavirus Local Fiscal Recovery Funds and authorize the City Manager to execute the appropriate documents.

G. Adoption of Sewer System Revenue Bond Ordinance
Adoption of Sewer System Revenue Bond Ordinance pursuant to the provisions of Section 6 of the Michigan Revenue Bond Act, MCL 141.106.

H. Resolution for the approval of the tentative contract award to Spence Brothers of Saginaw, MI for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project
Approve a resolution for the tentative contract award to Spence Brothers of Saginaw, MI in the amount of $10,271,000 for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

I. Approval of Professional Engineering Services Contract with Fishbeck, for the Construction, Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000
Approve the Professional Engineering Services Contract with Fishbeck for the

Construction, Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000.00.

J. Renovations and Upgrades to Jackson Fire Department Station #2
Accept bid by RW Mercer Company in the amount of $646,040, obligating American Rescue Plan Act funding, for upgrades and renovations to Station 2, including electrical, mechanical, and structural improvements.

K. Award for Parking Lot Crack Fill, Sealcoating and Line Painting Contract
Approval of an award for the Parking Lot Crack Fill, Sealcoating and Line Painting contract to Wolverine Sealcoating, LLC of Jackson, Michigan at a cost of $25,933.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

L. Change Order 1 to the Miscellaneous Construction Contract with Bailey Excavating, Inc.
Approve Change Order 1 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of $49,160.57 for asphalt pavement patching on High Street from Losey Drive to Executive Drive and authorize the City Manager and the City Engineer to execute the appropriate document.

M. Approval of the Contract Award for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount of $1,135,750 to be funded by the City Local Recovery Funds under the American Rescue Plan Act
Approve the contract for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount of $1,135,750 to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

N. Approval of the Master Service Order Agreement between the City of Jackson and Airespring
Approval of the Master Service Order Agreement for a period of three years between the City of Jackson and Airespring and allow the City Attorney and City Manager to make minor modifications as necessary.

O. Consideration of an appropriation of $4.5 million dollars for commercial redevelopment and small business assistance to the Martin Luther King Corridor Improvement Authority

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: August 9, 2022

SUBJECT: Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant

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RECOMMENDATION:

Public hearing of necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street.

A. Resolution ordering the construction and preparation of the special assessment roll.

A public hearing was established at the City Council's July 12, 2022 meeting for August 9, 2022. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

I recommend approval of the above mentioned recommendation. Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

RESOLUTION
STREET RECONSTRUCTION AND WATER MAIN AND SANITARY SEWER REPLACEMENT

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 22-8 and 22-12, the City Council has reviewed the report regarding the necessity of street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street the following estimated costs, to wit:

Special Construction Assessments	**$ 49,200**
Local Street Funds	**$ 136,880**
Public Improvement Funds	**$ 87,680**
Sanitary Sewer Funds	**$ 122,661**
Water Funds	**$ 158,120**
Total Project Cost	**$ 554,541**

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 9th day of August, 2022 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 9th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 10th day of August, 2022.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: August 9, 2022

SUBJECT: Public Hearing and Resolution determining the necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street

---

RECOMMENDATION:

Public hearing of necessity for street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street.

A. Resolution ordering the construction and preparation of the special assessment roll.

A public hearing was established at the City Council's July 12, 2022 meeting for August 9, 2022. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

I recommend approval of the above mentioned recommendation. Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

RESOLUTION
STREET RECONSTRUCTION AND WATER MAIN AND SANITARY SEWER REPLACEMENT

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 22-8 and 22-12, the City Council has reviewed the report regarding the necessity of street reconstruction and water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street the following estimated costs, to wit:

Special Construction Assessments	**$ 58,125**
Local Street Funds	**$ 115,640**
Public Improvement Funds	**$ 57,515**
Sanitary Sewer Funds	**$ 40,946**
Water Funds	**$ 166,380**
Total Project Cost	**$ 438,606**

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 9th day of August, 2022 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 9th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 10th day of August, 2022.

_____
Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Conduct a Public Hearing to Receive Citizen Comments on the Community Development Block Grant - Coronavirus (CDBG-CV) Substantial Amendment #6 for the Loomis Park East Trail Enhancements, Adopt the Resolution to Amend the Budget for Fiscal Year 2020-2021, and Authorize Submission of the Substantial Amendment to HUD

Recommendation:

Conduct a Public Hearing to Receive Citizen Comments on the Community Development Block Grant - Coronavirus (CDBG-CV) Substantial Amendment #6 for the Loomis Park East Trail Enhancements, Adopt the Resolution to Amend the Budget for Fiscal Year 2020-2021, and Authorize Submission of the Substantial Amendment to HUD

Attached is a memorandum from Shane LaPorte, Director of the Department of Community Development, recommending City Council conduct a Public Hearing to receive citizen comments on the CDBG-CV Substantial Amendment #6 for the Loomis Park East Trail enhancements, adopt the Resolution to Amend the Budget for Fiscal Years 2020-2021, and approve submission of the substantial amendment to HUD.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: August 9, 2022

RECOMMENDATION: Conduct a Public Hearing to Receive Citizen Comments on the Community Development Block Grant - Coronavirus (CDBG-CV) Substantial Amendment #6 for the Loomis Park East Trail Enhancements, Adopt the Resolution to Amend the Budget for Fiscal Year 2020-2021, and Approve Submission to HUD

SUMMARY

Conduct a Public Hearing to receive citizen comments on the CDBG-CV Substantial Amendment #6 for the Loomis Park East Trail enhancements, Adopt the Resolution to Amend the Budget for Fiscal Years 2020-2021, and approve submission to HUD. City Council received a draft copy of Substantial Amendment #6 through interoffice mail on July 8, 2022.

BUDGETARY CONSIDERATIONS

CDBG-CV projects financed during previous fiscal years for homelessness prevention have been recaptured and will be reallocated toward the enhancement of the Loomis Park East Trail. Due to substantial other federal and state funds that were made available after the CDBG-CV homeless prevention activities caused an issue with anticipated expenditures. As the CDBG-CV grant requires 80% to be expended by the end of May 2023, unspent homeless prevention activity funds were recaptured three (3) months early. The total amount requested to be reallocated is $336,326.24.

HISTORY and BACKGROUND

An eligible use of CDBG-CV funds is to create, expand, or enhance public facilities to increase their long-term resiliency and ability to mitigate future coronavirus outbreaks, or other similar viral pandemics. Since the onset of the COVID-19 pandemic in early 2020, the Michigan Department of Health and Human Services reports 2,606,431 total confirmed cases resulting in 36,918 COVID-19 deaths throughout Michigan as of June 29, 2022. Simultaneously, the County of Jackson reports 42,024 confirmed cases resulting in 568 deaths.

Although currently experiencing a reduction in cases, it is incumbent upon the City to ensure its residents, especially the most vulnerable brackets of seniors and children, remain healthy by mitigating the effects of future coronavirus occurrences.

DISCUSSION OF THE ISSUE

Use of CDBG-CV funds must always tie back to "prevent, prepare for, and respond to the coronavirus now and in the future." Research has shown that an individual's physical and mental well-being can be improved through access to and use of tools to increase exercise and physical activity. Physical activity benefits the body by boosting immune function necessary to fight off infection and is especially important during a pandemic. In addition, physical activity helps to boost mood, strengthen bones and to prevent and manage chronic conditions. Additional studies have shown that individuals who spend more time outdoors have lower levels of anxiety and depression than those who remain indoors. Improving Loomis Park to expand its trail system will provide tools for the surrounding neighborhoods to prevent and prepare for further surges of coronavirus or other similar viral outbreaks.

CDBG-CV funds recaptured from unspent homelessness prevention activities will be reallocated to provide funding for enhancements to the Loomis Park trail system. The enhancements will consist of all necessary grading and installation of a concrete walking path. Four exercise pods containing outdoor fitness equipment will be spaced along the path with social distancing in mind. Lighting will be installed for added safety. The path will measure a width of 10 feet across with the ability to step onto the grassy border in order to maintain additional social distancing, if necessary, between the pods.

POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment on the CDBG-CV Substantial Amendment #6 for the Loomis Park East Trail enhancement, adopt the Resolution to Amend the Budget for Fiscal Years 2020-2021, and approve submission to HUD. A Public Hearing on August 9, 2022 will offer citizens an opportunity to provide comment on the planned activities. Comments received during the Public Hearing or by the Grant Administrator during the open comment period will be included in the final Substantial Amendment before submission to HUD.

ATTACHMENTS

- Resolution
- CDBG-CV Substantial Amendment #6

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2020/2021 (Year 46) CDBG-CV Budget

WHEREAS, the U.S. Department of Housing and Urban Development approved the Community Development Block Grant – Coronavirus (CDBG-CV) activities for fiscal year 2020/2021 (Year 46); and

WHEREAS, the City Council previously allocated funds for the Foreclosure Prevention Program, Water Shut-Off Protection, and Community Action Agency Administration Cost in Year 46; and

WHEREAS, the City Council desires to appropriate the unutilized funding from Year 46 to be made available for use in Year 46 for Loomis Park East Trail Enhancements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

CDBG- CV Fund

EXPENDITURES:		Increase	Decrease
286-733-046-831.951	Foreclosure Prevention	$ -	$ 118,888
286-733-046-831.952	Water Shut-off Protection	$ -	$ 210,707
286-737-046-956.901	CAA Admin	$ -	$ 6,730
286-725-046-831.07x	Loomis Park East Trail Enhancements	$ 336,325	$ -
		$ 336,325	**$ 336,325**

* * * * * *

STATE OF MICHIGAN }
} ss.
County of Jackson }

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 9th day of August, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 10th day of August, 2022.

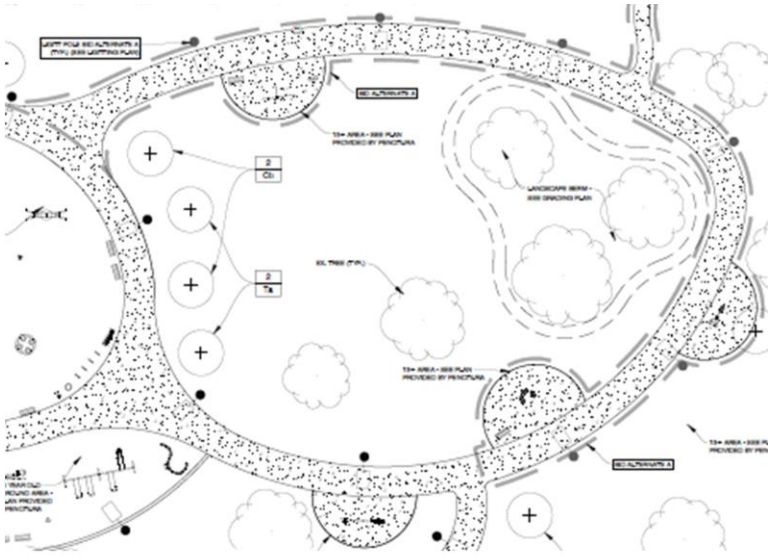
By: _____
Andrea Muray *City Clerk*

JACKSON

Founded 1829

Substantial Amendment 6 to the 2019-2020 Annual Action Plan

Community Development Block Grant-Coronavirus (CDBG-CV)



Please display until

Tuesday, August 9, 2022

Citizens are encouraged to provide comments regarding this report in writing to:

Community Development Department
ATTN: Lena Gray
161 W Michigan Ave, Jackson, MI 49201

Prepared by:

Community Development Department
161 W Michigan Ave
Jackson MI 49201
517-788-4012

Substantial Amendment 6
to the
2019-2020 Annual Action Plan,
Year Five of the
2015-2019 Five-Year Consolidated Plan

Community Development Block Grant – Coronavirus (CDBG-CV)
Loomis Park East Trail Improvements

Executive Summary

On March 27, 2020, President Trump signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, a $2 trillion economic relief package to protect the American people from the public health and economic impacts of COVID-19. The package specifically set aside $5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV).

The first $2 billion in CARES Act funding for CDBG grantees was distributed using the 2019 formula allocation, of which $756,020 was earmarked for the City of Jackson. A second round of funding was provided to states only in May 2020 with a third round made on September 11, 2020 in which the City received an additional $189,425.

An eligible use of CDBG-CV funds is to create, expand, or enhance public facilities to increase their long-term resiliency and ability to mitigate future coronavirus outbreaks, or other similar viral pandemics. Since the onset of the COVID-19 pandemic in early 2020, the Michigan Department of Health and Human Services reports 2,606,431 total confirmed cases resulting in 36,918 COVID-19 deaths as of June 29, 2022, 2022. As of June 29, 2022, the County of Jackson reports 42,024 confirmed cases resulting in 568 deaths.

Although currently experiencing a reduction in cases, it is incumbent upon the City to ensure its residents, especially the most vulnerable brackets of seniors and children, remain healthy by mitigating the effects of future coronavirus occurrences.

General Information

Grantee Name:	City of Jackson, Michigan
Department Administering Funds:	Community Development Department
Contact:	Lena Gray, Grant Administrator 161 W Michigan Ave Jackson, MI 49201 (517) 768-6461 lgray@cityofjackson.org
Authorized Official	Daniel Mahoney 161 W Michigan Ave

	Jackson, MI 49201 (517) 788-4028 dmahoney@cityofjackson.org	
Website:	www.cityofjackson.org	
Amount of CDBG-CV Funds:	$756,020 $189,425 $945,445	Round 1 April 2, 2020 Round 3 September 11, 2020 **Total CDBG-CV Funds**

Action Plan Amendments

IDIS #	Allocations	Original Amount Funded	Recaptured Balance
1721	CAA-Water Shutoff	$246,020	$210,707.44
1722	CAA-Foreclosure Prevention	$160,000	$118,888.31
1725	CAA-Admin	$40,000	$6,730.49
	Total:	**$446,020**	**$336,326.24**

Reallocated to:

Loomis Park East Trail Improvements	**$336,326.24**

IDIS Matrix Code:	03F – Parks, Recreational Facilities
Description:	Addition of a trail east of the playground area in Loomis Park, including socially distanced outdoor fitness exercise pods.This expansion will provide supplementary open, outdoor exercise areas to prevent the spread of COVID-19 and prepare for potential future outbreaks.
National Objective:	Low/Mod Area (LMA) 24 CFR 570.208(a)(1) Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income. The service area encompasses a one-half mile radius of Loomis Park, with a low/mod percentage equating to 61.11%
Budget:	**$336,324.24**

Proposed Project

Use of CDBG-CV funds must always tie back to "prevent, prepare for, and respond to the coronavirus now and in the future." Research has shown that an individual's physical and mental well-being can be improved through access to and use of tools to increase exercise and physical activity. Physical activity benefits the body by boosting immune function necessary to fight off infection and is especially important during a pandemic. In addition, physical activity helps to boost mood, strengthen bones and to prevent and manage chronic conditions. Additional studies have shown that individuals who spend more time outdoors have lower levels of anxiety and depression than those who remain indoors. Improving Loomis Park to expand its trail system will provide tools for the surrounding neighborhoods to prevent and prepare for further surges of coronavirus or other similar viral outbreaks.

CDBG-CV funds recaptured from unspent homelessness prevention activities will be reallocated to provide funding for upgrades to the Loomis Park trail system. The upgrades will consist of all necessary grading and installation of a concrete walking path. Four exercise pods containing outdoor fitness equipment will be spaced with social distancing in mind along the path. Lighting will be installed for added safety. The path will measure a width of 10 feet across with the ability to step onto the grassy border in order to maintain additional social distancing, if necessary, between the pods.

Outdoor exercise beneficial, especially during COVID-19 - UGA Today

Lockdown: Link found between exercise, anxiety, and depression (medicalnewstoday.com)

Service Area

National Objective – LMA

Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the surrounding area. The picture below demonstrates low- to moderate-income areas surrounding the park in green. One block to the east of the park is the John George Home whose elderly, indigent residents take great delight in using the park as well as the many families in this densely populated area.

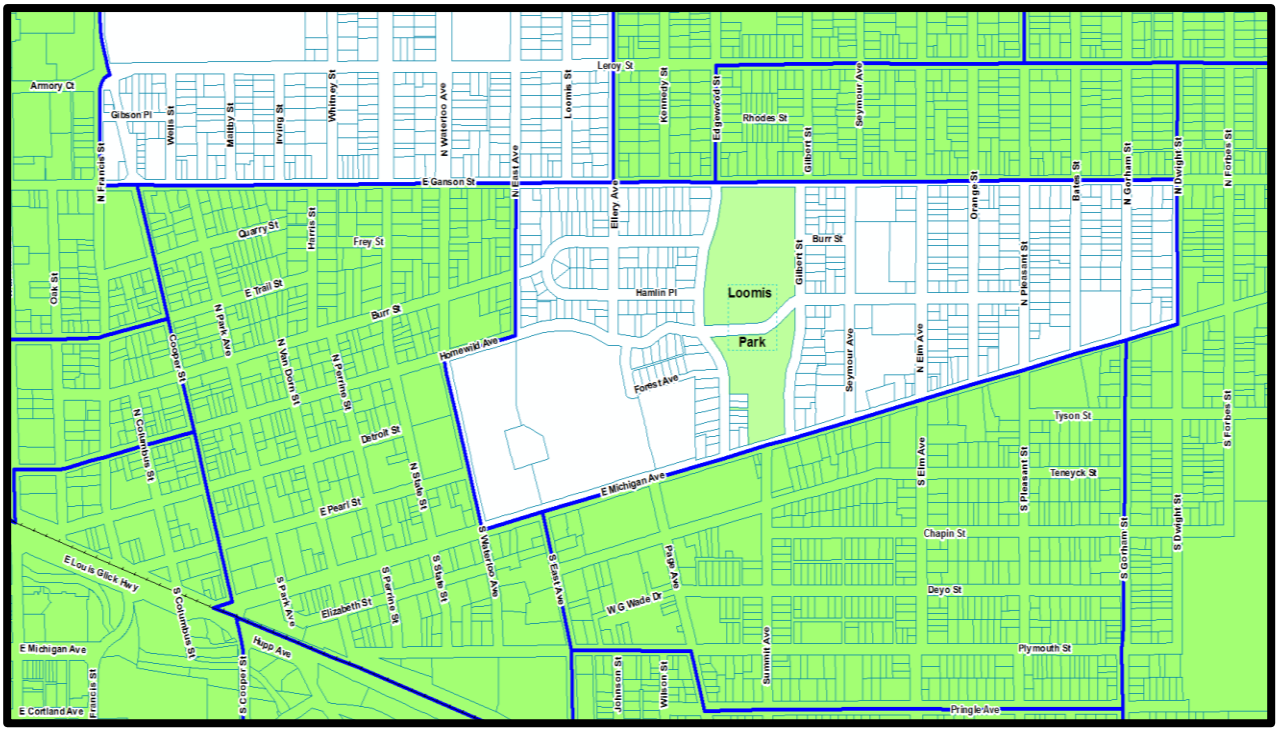
Census Tract 4, Block Group 5 has historically been designated as a low- to moderate income area since at least the 2000 Census and most likely before. The green block groups surrounding the park, range in percentage of low- to moderate-income residents from 59.18% to 73.74%.

According to the 2013-2017 5-Year American Community Survey, the percentage of all families in Census Tract 4 living in poverty is 24.4%; in Census Tract 69 (west of Census Tract 4 and adjacent to the park) is 32.8%.

Loomis Park and Boos Center Improvements

Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the surrounding area. The picture below demonstrates low- to moderate-income areas surrounding the park in green. One block to the east of the park is the John George Home whose elderly, indigent residents take great delight in using the park as well as the many families in this densely populated area.

Census Tract 4, Block Group 5 has historically been designated as a low- to moderate income area since at least the 2000 Census and most likely before. The green block groups surrounding the park range in percentage of low- to moderate-income residents from 59.18% to 73.74%. According to the 2019 5-Year American Community Survey, the percentage of all families in Census Tract 4 living in poverty is 15.7%; in Census Tract 69 (west of Census Tract 4 and adjacent to the park) is 37.8%.



Citizen Participation

Notice of the Substantial Amendment and August 9, 2022 public hearing was published in the *Jackson Citizen Patriot*. Hard copies of the Substantial Amendment were distributed to the following locations for review:

City of Jackson
Community Development Department
161 West Michigan Avenue, 3rd floor
Jackson, MI 49201
(517) 788-4060

City of Jackson
City Clerk's Office
161 West Michigan Avenue, 1st floor
Jackson, MI 49201
(517) 788-4025

Shahan-Blackstone North Apartments
109 Shahan Drive
Jackson, MI 49202
(517) 787-0218

Jackson District Library
Carnegie Branch
224 West Michigan Avenue
Jackson, MI 49201
(517) 788-4087

Community Action Agency
1214 Greenwood Avenue
Jackson, MI 49203
(517) 784-4800

Reed Manor
301 Steward Avenue
Jackson, MI 49201
(517) 787-1188

Chalet Terrace
316 Barberry Drive
Jackson, MI 49203
(517) 787-1850

An electronic copy of this Substantial Amendment was also available on the City's website at www.cityofjackson.org/332/Grant-Reports. The public comment period began on July 8, 2022 and ends on August 9, 2022. The public was afforded an opportunity to provide comments directly to the Grant Administrator and/or through the public hearing before the Jackson City Council at its regular meeting on August 9, 2022.

Citizen comments to be determined.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray

DATE: August 9, 2022

SUBJECT: Meterless Parking for 2022-2023

Recommendation:

PUBLIC HEARING:

A. Public hearing on the necessity of continuing the meterless parking system in the downtown area of the City for 2022-2023.

1. Consider a resolution determining the necessity of continuing the meterless parking system, ordering the City Assessor to prepare a Special Assessment Roll and establishing September 13, 2022, at the City Council meeting as the time and place to hold a public hearing confirming the meterless parking system assessment roll.

Attached for your consideration is a resolution determining the necessity of continuing the meterless parking system in the downtown area of the City for 2022-2023.

I recommended adoption of the resolution after the public hearing is held. Your consideration and concurrence is appreciated.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, City staff has diligently studied the question of continuing the operation of a downtown meterless parking system as a public improvement with an estimated total annual assessable cost of $85,380.00; and

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, the City Council has reviewed the necessity of continuing the operation of a meterless parking system for the downtown area; and

WHEREAS, notice had been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 9th day of August, 2022, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the public hearing was held and the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the continuation of the meterless parking system for the downtown area is a necessary public improvement and directs the Assessor to prepare Assessment Roll No. 4305 in the amount of $80,800.00 reflecting the estimated costs of same, assessing such costs to the property owners receiving a benefit therefrom in accordance with the benefits to be received by each.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that a public hearing will be held on Tuesday, the 13th day of September, 2022, at the hour of 6:30 p.m. in the Council Chambers of City Hall in the City of Jackson to hear any and all objections and suggestions by interested parties that may be made as to the assessments contained in said roll.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 9th day of August, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 10th day of August, 2022.

_____

Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Assessor's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4033 • Facsimile: (866) 902-7891

July 22, 2022

Andrea Muray, City Clerk
161 W. Michigan Avenue
Jackson, MI 49201

Please place the following proposed special assessment roll on the agenda, setting a public hearing of necessity for Tuesday, August 9, 2022:

ROLL NUMBER	ROLL PURPOSE	PROPOSED ASSESSMENT	INSTALLMENTS
4305	Meterless Parking 2022-2023	$80,800	1

Thank you,

Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, DDA, File

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jason Yoakam, City Assessor

DATE: July 22, 2022

RECOMMENDATION: Recommend Continuation of the Meterless Parking System

SUMMARY

Meterless parking special assessments provide the necessary funds for maintenance and repair of municipal lots.

BUDGETARY CONSIDERATIONS

The meterless parking special assessments generate revenue for the 518 (Parking Assessment) fund. Such assessments are based on the annual operating expense of the system and include such items as lot maintenance, snow removal, utilities and administrative expenses. Currently, the fund's proposed 2022/2023 balance is $221,288. The amount of this year's requested special assessment is $81,712; a slight decrease from 2021/2022.

HISTORY, BACKGROUND and DISCUSSION

The meterless parking system began in 1984 as a means to eliminate parking meters. The amount of the assessment is based on a per parking space need times rate. Parking need is determined by the occupancy, zoning, and the number of spaces owned, leased from, or leased to others.

DISCUSSION OF THE ISSUE

N/A

POSITIONS

The Assessor's Office supports the continuation of the meterless parking system for the 2022-2023 fiscal year (memos from the City Engineer's office and DDA are attached).

JACKSON
Founded 1829

Engineering

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4160 • Fax: (877) 509-5389

July 20, 2022

TO: Jason Yoakam, City Assessor

FROM: Troy White, P.E., Assistant City Engineer TRW

SUBJECT: **Parking Assessment Fund**

Engineering review of the Parking Assessment Fund for fiscal year 2022/23 shows that the special assessment amount should be set at $81,712.

Let me know if you have any further questions or comments on this issue.

c: Laura North, Engineering Assistant/Parking Manager

M:\SSykes\Meterless parking memo to Jason 2022.doc

JACKSON DDA
Downtown Development Authority

Memorandum

Date: July 21, 2022

To: Jason Yoakam, City of Jackson Assessor

From: Cory Mays, Executive Director

Re: Meterless Parking and Assessments

At their July 14, 2022 meeting, the Downtown Development Authority Board of Directors reviewed memos and listened to presentations from Cory Mays, DDA Executive Director, and Jason Yoakam, City of Jackson Assessor, regarding downtown meterless parking and assessments. Based on those presentations, feedback from downtown business owners, and 2022-2023 assessment estimates, the DDA board voted unanimously in favor of continuing the current downtown meterless parking assessment program.

The DDA board does hereby approve that Jason Yoakam, City of Jackson Assessor, recommend the continuation of this program for the 2022-2023 fiscal year to the City of Jackson City Council. Any questions or concerns can be directed to my office at any time.

Respectfully Submitted,

Cory L. Mays
Executive Director, Downtown Development Authority

CITY OF JACKSON MINUTES OF THE JULY *2022* BOARD OF REVIEW

All members having previously received the oath of office, the July Board of Review met and was called to order on *July 19, 2022* at *9:30 AM*, on the 9th floor conference room of City Hall, located at 161 W Michigan Ave, Jackson MI 49201. Copies of the meeting are attached hereto and made a part hereof by reference.

Board of Review Members: David Taylor, Chairman
Thomas Schindler, Vice-Chairman
James Hines, Member

Meeting called to order: on *July 19, 2022* at *9:30 AM* by David Taylor.

Motion to commence the 2022 July Board of Review, made by David Taylor , supported by Thomas Schindler . Motion carried.

Roll Call made by Jason Yoakam, Secretary of the Board of Review. Present: David Taylor and Thomas Schindler, _____ . Absent: James Hines.

Public Comments: None.

New Business:

A) Review and approve the attached petitions and parcel list presented for consideration.

Motion by Thomas Schindler, supported by David Taylor to approve the decisions as indicated for each appeal attached hereto. Motion carried.

Adjournment:

There being no further business a motion to adjourn was made by David Taylor , supported by Thomas Schindler . Motion carried, the board adjourned at 9:38 AM

Jason Yoakam
Secretary of the Board of Review

Year Parcel Number / Comments / Owner/Prop. Addr.	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022 5-211600000 7/19/2022: DISABLED VETERANS EXEMPTION GRANTED ADAMS MARTY S 332 E MANSION ST JACKSON, MI 49203	024	401	38170	26,700	26,700	100.000	100.000	0	0	100.000	100.000
2022 3-206700000 100% POVERTY EXEMPTION GRANTED 7/19/2022 ADKINS DEBORAH R 615 W MORRELL ST JACKSON, MI 49203	020	401	38170	40,300	24,419	100.000	0.000	40,300	0	100.000	0.000
2022 3-2724.3000 DISABLED VETERANS EXEMPTION GRANTED 7/19/2022 ALDRIDGE DOUGLAS D JR 1661 KIBBY RD JACKSON, MI 49203	001	401	38170	133,900	122,410	100.000	0.000	0	0	100.000	0.000
2022 6-151400000 100% POVERTY EXEMPTION GRANTED 7/19/2022 ALI BENJAMIN ETAL 921 RUSSELL ST JACKSON, MI 49203	008	401	38170	27,200	20,118	100.000	0.000	27,200	0	100.000	0.000
2022 5-072500000 7/19/2022: LATE FILING OF DEED, RETURN TO ROLL AMOS ILENE 1225 CHITTOCK AVE JACKSON, MI 49203	022	402	38170	0	0	0.000	0.000	1,450	1,450	0.000	0.000
2022 P-296300000 7/19/2022- DOUBLE ASSESSED CLERICAL ERROR AUTOMATIC VENDING 1 V	019	251	38170	1,000	1,000	100.000	0.000	0	0	100.000	0.000

Year Parcel Number / Comments / Owner/Prop. Addr.	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022 4-102700000 UNCAPPING REVERSAL FIRST AFFINITY 7/19/2022	011	401	38170	24,900	22,364	100.000	0.000	24,900	16,090	100.000	0.000
2021 4-102700000 UNCAPPING REVERSAL FIRST AFFINITY 7/19/2022 BRISTON LOLA L ETAL 1214 SHELDON ST JACKSON, MI 49203	011	401	38170	21,650	21,650	100.000	100.000	21,650	15,576	100.000	0.000
2022 4-117500000 7/19/2022: LATE FILING OF DEED, RETURN TO ROLL BROWN FLORAL CO INC 310 UNION ST JACKSON, MI 49203	021	402	38170	0	0	0.000	0.000	1,100	1,100	0.000	0.000
2022 7-087000000 DISABLED VETERANS EXEMPTION GRANTED 7/19/2022. BURKE CHRISTOPHER G & KIM R 206 EDGEWOOD ST JACKSON, MI 49201	002	401	38170	59,600	36,601	100.000	0.000	0	0	100.000	0.000
2022 P-299020000 7/19/2022- CLERICAL ERROR OUT OF BUSINESS AS OF 12/31/21 GRAND RIVER CONSTRUCTION INC 1 V	016	251	38170	3,700	3,700	100.000	0.000	0	0	100.000	0.000
2022 2-158700000 100% POVERTY EXEMPTION GRANTED 7/19/2022 GREGORY JOAN 617 HIBBARD AVE JACKSON, MI 00000	006	401	38170	45,200	25,244	100.000	0.000	45,200	0	100.000	0.000
2022 5-126000000 POVERTY EXEMPTION DENIED 7/19/2022/ INCOME EXCEEDS FEDERAL GUIDELINES. HILL SHELLY H 116 E HIGH ST JACKSON, MI 49203	005	401	38170	24,900	19,672	100.000	0.000	24,900	19,672	100.000	0.000

Year Parcel Number Comments Owner/Prop. Addr.	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022 P-295030000 7/19/2022- PROPERTY NO LONGER IN CITY PRIOR TO ASSESSMENT HOWARD HANNA	018	251	38170	2,500	2,500	100.000	0.000	0	0	100.000	0.000
2021 4-0048.0200 7/19/2022: ASSESSED VALUE TO ZERO FOR 2021 PER MCL 211.53 D (2) JACKSON SCHOOL OF THE ARTS ASSOC 122 W WASHINGTON AVE JACKSON, MI 49201	022	201	38170	14,800	14,800	0.000	100.000	0	0	0.000	100.000
2021 4-0048.0300 7/19/2022: EXEMPT AS OF 12/31/2020 PER MCL 211.53 D(2) JACKSON SCHOOL OF THE ARTS ASSOC 135 W CORTLAND ST JACKSON, MI 49201	015	201	38170	236,300	236,300	0.000	100.000	0	0	0.000	100.000
2022 8-231400000 7/19/2022: 100% POVERTY EXEMPTIN GRANTED KINNEY DONALD 503 LEROY ST JACKSON, MI 49202	023	401	38170	25,000	19,813	100.000	0.000	25,000	0	100.000	0.000
2022 6-090300000 UNCAPPING REVERSAL FIRST AFFINITY 7/19/2022 NOWLAN JASON 218 S DWIGHT ST JACKSON, MI 49203	013	401	38170	26,400	26,400	100.000	100.000	26,400	17,016	100.000	0.000
2022 2-220000000 100% POVERTY EXEMPTION GRANTED 7/19/2022 OHM DEBRA L 515 ST CLAIR AVE JACKSON, MI 49202	007	401	38170	38,900	22,830	100.000	0.000	38,900	0	100.000	0.000

Year Parcel Number / Comments / Owner/Prop. Addr.	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022 8-064400000 UNCAPPING REVERSAL FIRST AFFINITY 7/19/2022 REIMERS PEGGY 1313 RHODES ST JACKSON, MI 49202	012	401	38170	27,100	27,100	0.000	100.000	27,100	20,811	0.000	0.000
2022 4-154200000 100% POVERTY EXEMPTION GRANTED 7/19/22 RINESMITH LAWRENCE 1408 WILLIAMS ST JACKSON, MI 49203	003	401	38170	15,800	9,634	100.000	0.000	15,800	0	100.000	0.000
2022 7-014800000 7/19/2022- OWNED BY CITY 12/31/22 RETURN TO ROLE 2023 MCL 211.53B (10)(F) RIO HOLDINGS LLC 316 N MARTIN LUTHER KING JR DR JACKSON, MI 49201	017	202	38170	1,900	1,900	0.000	0.000	0	0	0.000	0.000
2022 3-205500000 POVERTY EXEMPTION DENIED 7/9/2022. INCOME EXCEEDS FEDERAL POVERTY GUIDELINES SALTS LINDA L 907 THIRD ST JACKSON, MI 49203	004	401	38170	36,300	25,792	100.000	0.000	36,300	25,792	100.000	0.000
2022 7-108000000 100% POVERTY EXEMPTION GRANTED 7/19/2022 SIMPSON KIMBERLIE 1708 HOMEWILD AVE JACKSON, MI 49202	010	401	38170	21,500	16,940	100.000	0.000	21,500	0	100.000	0.000
2022 2-211400000 100% POVERTY EXEMPTION GRANTED 7/19/2022 STILTNER JACQUELINE ETAL 603 W MONROE ST JACKSON, MI 49202	009	401	38170	54,700	23,001	100.000	0.000	54,700	0	100.000	0.000

Year Parcel Number / Comments / Owner/Prop. Addr.	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022 6-168500000	014	401	38170	38,300	38,300	100.000	100.000	38,300	32,694	100.000	0.000
7/19/2022: UNCAPPING REVERSAL. LAND CONTRACT DATED 6/4/20 WAS AMENDED 5/19/22											
YINGER TOYA											
1427 LOCUST ST JACKSON, MI 49203											
								470,700	150,201		

*Winter PRE Change

THE BOARD OF REVIEW OF UNIT '50' JACKSON , JACKSON COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member_____ Member_____ Member_____ Member_____ Member_____

Dated 7-19-22

CITY COUNCIL MEETING MINUTES

July 12, 2022

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Sixth Ward Councilmember Will Forgrave.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matt Hagerty, City Clerk Andrea Muray, Director of Community Development Shane LaPorte, Chief Equity Officer John Willis, Director of Public Works Mike Osborne, Director of Parks and Recreation Kelli Hoover, Chief Building Official Brian Taylor, and Assistant City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Councilmember Gunn, seconded by Councilmember Dancy to adopt the agenda as presented.

An amendment to the agenda was offered by Councilmember Schlecte to add Item 11V-Discussion of Non-Owner Occupied Rental Fee.

An amendment to the agenda was offered by Councilmember Forgrave to move Presentations/Proclamations after Citizen Comments and add an action item immediately following the presentation.

Vote was taken on the agenda as amended. Vote – Yeas: Mahoney, Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PUBLIC HEARINGS:

A. A Public Hearing to receive public input on the expansion of the development area boundaries of the MLK CIA.

Motion was made by Vice Mayor Robinson, seconded by Councilmember Bunnell to open the public hearing. Vote – Yeas: Mahoney, Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Comments were heard during the hearing.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to close the public hearing. Vote – Yeas: Mahoney, Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept the documents offered during Citizen Comments. Vote – Yeas: Mahoney, Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

The meeting continued after the final comments were offered.

PRESENTATIONS/PROCLAMATIONS:

A. Morrell Street/West Avenue Presentation

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to cancel the Morrell Street/West Avenue project and instruct staff to identify alternates to make the intersection safer for drivers and pedestrians.

A motion to amend was made by Councilmember Schlecte to postpone the project and bring it back before the Council at the next Council meeting. Motion died from lack of support.

Vote was taken on the main motion. Vote – Yeas: Schlecte, and Forgrave (2). Nays: Mahoney, Robinson, Dancy, Gunn, and Bunnell (5). Motion failed.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. Financial Statements As of and For the 11 Months Ended May 31, 2022

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to accept and place on file the financial statements as of and for the 11 months ended May 31, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of June 14, 2022
Approve the minutes of the regular City Council Meeting of June 14, 2022.

B. Traffic Control Order 2378 – 165 W. Michigan Avenue, On Street Electric Charging Station
Approval of Traffic Control Order 2378 to revise the parking regulation at the on-street electric charging station to allow for 2 hour parking.

C. Special Event Application for the Walk to End Alzheimer's
Approve a request from the Alzheimer's Disease and Related Disorders Association, Inc. to host the Walk to End Alzheimer's on October 14, 2022 in Horace Blackman Park, the True Community Credit Union Square and downtown streets.

D. Special Event Application for the Back to School Blast
Approve a request from the First United Methodist Church to host the Back to School Blast on August 4, 2022 in Horace Blackman Park and downtown streets.

E. Special Event Application for Bikeability
Approve a request from Disability Connections to host Bikeability on July 30, 2022 in City Parking Lot #3.

F. Special Event Application for United Way Company Picnic
Approve a request from the United Way of South Central Michigan to host their company picnic on July 21, 2022 in Horace Blackman Park.

G. Special Event Application for Downtown Day
Approve a request from the Jackson Downtown Development Authority to host Downtown Day on July 31, 2022 in Horace Blackman Park, Bucky Harris Park, and various downtown sidewalks, parking lots.

H. Adopt a resolution permitting a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing
Adopt a resolution permitting a Michigan Liquor Control Outdoor Service Area permit for OGMA Brewing.

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to approve the consent calendar.

Councilmember Schlecte requested that Item A and B be removed for separate consideration. Vote was taken on the consent calendar with the removal of Items A and B. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Mahoney, seconded by Councilmember Forgrave to correct the amount approved in the June 14, 2022 Meeting Minutes, Item 11A (New Business, A., page 6) so that it reflects the recommended amount of $54,359.80. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve Traffic Control Order 2378.

A friendly amendment was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to add "while charging" to the language.

Vote was taken on the motion as amended. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS:

A. Second Reading/Final Adoption Ordinance No. 2022-05
Approve the second reading/final adoption of an ordinance amending Chapter 14 of the Jackson Code of Ordinance in order to replace the Michigan Residential Code with the International Property Maintenance Code.

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve the second reading/final adoption of an ordinance amending Chapter 14 of the Jackson Code of Ordinances in order to replace the Michigan Residential Code with the International Property Maintenance Code. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. Recommendation of Approval of the Second Renewal of the 2020 Pavement Marking Contract
Recommendation: *Approval of the second renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of $73,308.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the second renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, MI in the estimated amount of $73,308.00 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Resolution of Support and Commitment for the Statewide Local Agency Bridge Bundle Pilot Project
Recommendation: *Approve a resolution of support and commitment for the Statewide Local Agency Bridge Bundle Project, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve a resolution of support and commitment for the Statewide Local Agency Bridge Project and authorize the Mayor and City Clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. First Reading – Adoption of amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances

Recommendation*: Approve amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Robinson to approve amendment to Section 2-528 under Chapter 2, Article VI of the Jackson Code of Ordinances. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Contract Award for 2022 Trail Construction Engineering

Recommendation*: Approval of an award for the 2022 Trail Construction Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for $344,706.75, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the award of the 2022 Trail Construction Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, MI for $344,706.75 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement, Blakely Avenue – Orange Street to Pleasant Street

Recommendation*: Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to receive the Engineer's Report for street reconstruction with water and sanitary sewer replacement on Blakely Avenue from Orange Street to Pleasant Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Engineer's Report for Street Reconstruction with Water Main and Sanitary Sewer Replacement, Blakely Avenue – Elm Street to Orange Street
Recommendation*: Receive the Engineer's Report for street reconstruction with water main and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to receive the Engineer's Report for street reconstruction with water and sanitary sewer replacement on Blakely Avenue from Elm Street to Orange Street and establish August 9, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

G. Amendment 1 to the Professional Engineering Services contract with Fishbeck
Recommendation*: Approval of Amendment 1 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $29,150.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Amendment 1 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck Inc. of Grand Rapids, MI in the amount of $29,150.00 and authorize the City Manager and Director of Public Works to sign the appropriate document. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. Approval of the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be build up by Truck & Trailer Specialties Inc. of Dutton, MI with 5-yard dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts
Recommendation*: Approve the purchase of three (3) 2024 Freightliner 108SD 5-yard truck cab & chassis from D&K Truck Company of Lansing, MI to be built up by Truck & Trailer Specialties Inc. of Dutton, MI with dump bodies, front plows, and underbody scrapers. For a total cost of $627,218.90, (this cost includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.*

I. Approval of the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.

Recommendation*: Approve the purchase of one 2024 Freightliner M2-106 truck cab & chassis from D&K Truck Company of Lansing, MI, and build up by Truck & Trailer Specialties of Dutton, MI with a 10-yard Elliptical Dump body. For a total cost of $159,073.20 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be through MiDeal contracts.*

J. Approval of the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20-yard leaf box. For a total cost of $207,117.90 (this includes a 10% contingency) to be funded by the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.

Recommendation*: Approve the purchase of one 2024 Freightliner 108SD truck cab & chassis through D&K Truck Company of Lansing, MI, and build-up by Truck & Trailer Specialties of Dutton, MI with a Stellar Hook lift System and 20 yard leaf box. For a total cost of $207,117.90, (this includes a 10% contingency) to be funded through the City Local Recovery Funds under the American Rescue Plan Act. All procurements will be made through MiDeal contracts.*

Motion was made, without objection, by Councilmember Bunnell, seconded by Councilmember Dancy to approve, as a bundle, items H, I, and J as recommended. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

K. Lead Service Line Replacement Electrical Contract

Recommendation*: Approval of an award for the contract for the lead line electrical replacement to Cochran Electric in the amount of $187,250.00.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the award of the contract for lead line electrical replacement to Cochran Electric in the amount of $187,250.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

L. Lead Service Line Replacement Plumbing Contract
Recommendation*: Approval of an award for the contract for the lead line plumbing replacement to Northwoods Plumbing in the amount of $156,250.00.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the award of the contract for the lead line plumbing replacement to Northwoods Plumbing in the amount of $156,250.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

M. Award a Contract to Family First Builders LLC in the Amount of $55,700 to Perform Lead-Based Paint and Asbestos Abatement at 1100 Chittock Avenue
Recommendation*: Award a contract to Family First Builders LLC in the amount of $55,700 to perform lead-based paint and asbestos abatement at 1100 Chittock Avenue.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Gunn to award a contract to Family First Builders, LLC in the amount of $55,700.00 to perform lead-based paint and asbestos abatement at 1100 Chittock Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

N. Approve the Contract Award for Lead Service Line Replacements on East Michigan Avenue from Cooper Street and the east City Limits to Dunigan Brothers, Inc. of Jackson, Michigan
Recommendation*: Approval of an award for the contract for the Lead Service Line Replacement project for East Michigan Avenue from Cooper Street to the east City Limits at a cost of $844,708.30, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to award the contract for Lead Service Line Replacement Project to Dunigan Brothers, Inc. for East Michigan Avenue from Cooper Street to the east City Limits at a cost of $844,708.30 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

O. Approve the Contract Award for Miscellaneous Construction projects to Bailey Excavating, Inc. of Jackson, Michigan

Recommendation*: Approval of an award for the contract for the Miscellaneous Construction project for sidewalk construction on Morrell Street, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood to Baily Excavating, Inc. of Jackson, Michigan at a cost of $379,364.77, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the award of a contract for the miscellaneous construction project for sidewalk construction on Morrell Street, drainage improvements on Pearl and S. Durand Street, and water main replacement on Wildwood Avenue to Bailey Excavating, Inc., of Jackson, Michigan at a cost of $379,364.77 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

P. Adoption of Resolution Adjusting Free Parking Durations

Recommendation*: Adopt the resolution adjusting free parking durations for the City of Jackson automobile parking system, and authorize the Mayor and City Clerk to execute the resolution.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to adopt the resolution adjusting free parking duration for the City of Jackson automobile parking system and authorize the Mayor and City Clerk to execute the resolution. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Q. Award a Contract to Family First Builders LLC in the amount of $194,240 to Complete the Full Renovation of 404 Homewild Avenue

Recommendation*: Award a contract to Family First Builders LLC in the amount of $194,240 to complete the full renovation of 404 Homewild Avenue.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to award a contract to Family First Builders, LLC, in the amount of $194,240.00 to complete the full renovation of 404 Homewild Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

R. Award the Loomis Park Playground Project Contract to R. W. Mercer of Jackson, Michigan in the amount of $1,305,090

Recommendation*: Award the Loomis Park playground project contract to R. W. Mercer of Jackson, Michigan in the amount of $1,305,090.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to award the Loomis Park playground project contract to R.W. Mercer of Jackson, MI in the amount of $1,305,090.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

S. Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Park Board of Trustees to Jackson Public Schools

Recommendation*: Consider approval of real property transfer by quit claim deed as recommended by the Ella Sharp Board of Trustees to Jackson Public Schools with the right of reverter if property ceases to be used for school purposes. Authorize the City Attorney to prepare the required quit claim deed and the City Manager to sign the conveyance upon completion.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the real property transfer by quit claim deed as recommended by the Ella Sharp Board of Trustees to Jackson Public Schools with the right of reverter if the property ceases to be used for school purchases, authorize the City Attorney to prepare the required quit claim deed, and the authorize the City Manager to sign the conveyance upon completion. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

T. Approve a proposed marihuana license transfer at 118 N. Columbus Street

Recommendation*: Approve license transfer request for retail marihuana establishment at 118 N. Columbus St. in accordance with Article XVIII, Sec. 16-518(d)(i) of the City Code of Ordinances.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the license transfer request for retail marihuana establishment at 118 N. Columbus St, in accordance with Article XVIII, Section 16-518(d)(i) of the City Code of Ordinances. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

U. 2022/2023 Nonunion Pay Scale

Recommendation*: Adopt an ordinance regulating nonunion pay scale for City of Jackson employees.*

Motion was made by Councilmember Gunn, seconded by Councilmember Dancy to adopt an ordinance regulating the nonunion pay scale for City of Jackson employees.

A motion to amend was made by Councilmember Forgrave, seconded for discussion by Councilmember Dancy to increase the percentage from 3% to 7%. Vote - Yeas: Councilmember Forgrave (1). Nays: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Motion failed.

Vote was taken on the main motion. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to ask administration to find services for the City to have a wage study. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

V. Non-Owner Occupied Rental Fee

Discussion of the Non-Owner Occupied Rental fee was had; no action was taken.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Councilmember Dancy, and Councilmember Schlecte offered comments. Vice Mayor Robinson, Councilmember Gunn, Councilmember Bunnell, and Councilmember Forgrave declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Forgrave. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:38 p.m.

CITY OF JACKSON MICHIGAN

Diversity, Equity & Inclusion

161 W. Michigan Ave. • Jackson, MI 49201
517-788-4167 • www.cityofjackson.org

MEMO TO: The Honorable Mayor and City Councilmembers

FROM: John Willis, Chief Equity Officer

DATE: July 11, 2022

SUBJECT: Recommendation of Appointments to the City Youth Council

In accordance with City Code, Chapter 15, there 15 City Youth Council Members, two (2) members from each ward shall be appointed for two-year terms and three (3) members approved by the Mayor that live in the city or attend school in the city with approval of the City Council shall be appointed for the terms as listed below. The City Youth Council will submit one nominee to the Mayor for each vacancy as it occurs.

At its July 1, 2022 meeting, the City of Jackson Youth Council voted to confirm the recommendation of the appointment of the following candidates to the City Youth Council:

No	Name	Term Ends	Term
1	Kendra Abbey	06/30/2024	2 yr.
2	Kamiylah Greene	06/30/2024	2 yr.
3	Alexandria Viger	06/30/2025	3 yr.
4	Jadelyn Gibson	06/30/2025	3 yr.
5	Mia Sims	06/30/2025	3 yr.

All applications are attached.

JW/lar

Attachments (5)

City of Jackson Youth Council Application

Thank you for your interest in serving as a student representative on an advisory board or commission. This application will be kept on file for one year. The file of completed applications is open for public inspection upon request.

First Name	Kendra
Last Name	Abbey
Address	121 bates st.
City	Jackson
State	Michigan
Zip	49202
Phone	(517)-395-5039

Email	delejah172@gmail.com
Parent/Legal Guardian	Rebecca Melling
Parent/Legal Guardian Phone	(517)-250-0319
School Name	Jackson High school
Grade	10th grade
Graduation Year	2024
Please list all academic, extra curricular activities, or work commitments. Include the time required for each activity every day of the week.	I have no extra curricular activities

I understand the responsibilities involved with participation on the City of Jackson Youth Council, Boards and Commissions (including required meeting attendance, event participation and sub-committee involvement). If an appointed member of the Youth Council accumulates three unexcused absences for mandatory events or regularly scheduled meetings throughout the year, they will no longer be able to serve on the Youth Council. I also understand that I will provide the City of Jackson a signed document from a parent or legal guardian that says I have their permission to serve on the Youth Council.

Digital Signature of Applicant	Kendra Abbey

This application can be downloaded and printed from cityofjackson.org/youthcouncil.

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City of Jackson Youth Council Application

Thank you for your interest in serving as a student representative on an advisory board or commission. This application will be kept on file for one year. The file of completed applications is open for public inspection upon request.

First Name	Jadelyn
Last Name	Gibson
Address	412 East Addison Street
City	Jackson
State	Michigan
Zip	49203
Phone	(517)-513-0951

Email	gibjad0801a@mischools.org
Parent/Legal Guardian	Belinda Foster
Parent/Legal Guardian Phone	(517)-936-6203
School Name	Jackson High School
Grade	9
Graduation Year	2025
Please list all academic, extra curricular activities, or work commitments. Include the time required for each activity every day of the week.	I am a cheer leader and I run track. I also have had a 4.0 gpa for my first 2 trimesters and plan to finish off with one as well. Track is right after school from 2:45-4:45. I do have a job as well but I only work on Saturdays for right now. My time hours are 9:00-12:30.

I understand the responsibilities involved with participation on the City of Jackson Youth Council, Boards and Commissions (including required meeting attendance, event participation and sub-committee involvement). If an appointed member of the Youth Council accumulates three unexcused absences for mandatory events or regularly scheduled meetings throughout the year, they will no longer be able to serve on the Youth Council. I also understand that I will provide the City of Jackson a signed document from a parent or legal guardian that says I have their permission to serve on the Youth Council.

Digital Signature of Applicant	Jadelyn Gibson

This application can be downloaded and printed from cityofjackson.org/youthcouncil.

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City of Jackson Youth Council Application

Thank you for your interest in serving as a student representative on an advisory board or commission. This application will be kept on file for one year. The file of completed applications is open for public inspection upon request.

First Name	Kamiylah
Last Name	Greene
Address	139 Stanley Ave
City	Jackson
State	State
Zip	49203
Phone	517-395-1838

Email	Kamiylahg469@gmail.com
Parent/Legal Guardian	Sheila Greene
Parent/Legal Guardian Phone	517-358-7162
School Name	Jackson high
Grade	10
Graduation Year	2024
Please list all academic, extra curricular activities, or work commitments. Include the time required for each activity every day of the week.	Tuesday & Thursday: young women's empowerment group. 6:00 - 7:30 Basketball cheer: December- March weekdays

I understand the responsibilities involved with participation on the City of Jackson Youth Council, Boards and Commissions (including required meeting attendance, event participation and sub-committee involvement). If an appointed member of the Youth Council accumulates three unexcused absences for mandatory events or regularly scheduled meetings throughout the year, they will no longer be able to serve on the Youth Council. I also understand that I will provide the City of Jackson a signed document from a parent or legal guardian that says I have their permission to serve on the Youth Council.

Digital Signature of Applicant	Kamiylah Greene

This application can be downloaded and printed from cityofjackson.org/youthcouncil.

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City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Mia
Last Name	sims
Address	921 Martin Luther King Dr
City	Jackson
State	MI
Zip	49203
Phone Number	5173589477
Email	simskee17@icloud.com
Last four digits of Social Security Number	0609

Occupation	I work as a ice cream maker and I take orders at the Parlour
Describe your community involvement.	I have been a volunteer at Salvation Army and also volunteer every year at the Jackson Back to School Bash. I've also worked for the jackson fair clean up crew with Thomas Burke
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	14 years
Which board or commission are you interested in? You may choose more than one.	Youth Council (For high school students only)
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	No
Why do you want to serve on your selected board or commission?	I want to serve because I want to learn more about our local government and also you want to be a voice and advocate for the youth in our community.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

City Charter Section 2.15. - Person in Default to the City.
The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission
Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	mia sims
Date of Submission	03/25/22

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City of Jackson Youth Council Application

Thank you for your interest in serving as a student representative on an advisory board or commission. This application will be kept on file for one year. The file of completed applications is open for public inspection upon request.

First Name	Alexandria
Last Name	Viger
Address	3470 Sears Rd
City	Jackson
State	Michigan
Zip	49246
Phone	+1 (517) 745-4394

Email	Alexandriaviger74@gmail.com
Parent/Legal Guardian	Jessica Teachout
Parent/Legal Guardian Phone	517-474-2833
School Name	Hanover-Horton High School
Grade	9th
Graduation Year	2025
Please list all academic, extra curricular activities, or work commitments. Include the time required for each activity every day of the week.	Sideline cheer- Tuesday and Thursday 4:30-6 Cross country Work- Day shifts Church- All day Sunday 8:30 AM - 7 PM With responsibilities of Jackson Youth Council schedule can change and fully willing to show up to anything.

Section Break

I understand the responsibilities involved with participation on the City of Jackson Youth Council, Boards and Commissions (including required meeting attendance, event participation and sub-committee involvement). If an appointed member of the Youth Council accumulates three unexcused absences for mandatory events or regularly scheduled meetings throughout the year, they will no longer be able to serve on the Youth Council. I also understand that I will provide the City of Jackson a signed document from a parent or legal guardian that says I have their permission to serve on the Youth Council.

Digital Signature of Applicant	Allie Viger

This application can be downloaded and printed from cityofjackson.org/youthcouncil.

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CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: **Traffic Control Order 2381**
Williams Street

Recommendation:

Approval of Traffic Control Order 2381 to remove the parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on Williams Street, as referenced above.

I recommend approval of Traffic Control Order 2381. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E., City Engineer

DATE: August 9, 2022

RECOMMENDATION: **Approval of Traffic Control Order 2381 to remove the parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.**

SUMMARY

A Traffic Control Order (TCO) is needed to remove the parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.

BUDGETARY CONSIDERATIONS

Item	Each	Total
1 – Hour labor/equipment	$122.34	$122.34
2 – No Parking signs	$11.70	$23.40
2 - Posts	$39.75	$79.50
Total		**$225.24**

This is the estimated cost for this work, which will be paid from Major Streets Traffic funds.

HISTORY, BACKGROUND and DISCUSSION

As a matter of housekeeping, create TCO to remove parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street. Prior to construction on Morrell Street, a No Parking sign was on the west side of Williams Street approximately 36 feet south of Morrell Street. It was not replaced after construction and, per resident, vehicles are now parking too close to the intersection and right up to the driveway line of a resident, making it difficult for them to get in and out.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

Remove the parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2381 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2381

LOCATION: Williams Street
DATE: August 9, 2022
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

As a matter of housekeeping, create TCO to remove parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street. Prior to construction on Morrell Street, a No Parking sign was on the west side of Williams Street approximately 36 feet south of Morrell Street. It was not replaced after construction and, according to a resident, vehicles are now parking too close to the intersection and right up to the driveway line of a resident, making it difficult for them to get in and out.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Based on photo provided by resident, remove parking on the west side of Williams Street from Morrell Street to 100 feet south of Morrell Street.

APPROVED ☐ **REJECTED** ☐ **DATE: 8/9/22** BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop
DATE: 8/10/22
TO:

Install No Parking Anytime sign at 36 feet south of Morrell Street and No Parking Anytime with correct facing arrow at 100 feet south of Morrell Street on the west side of Williams Street.

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other
2			2					

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

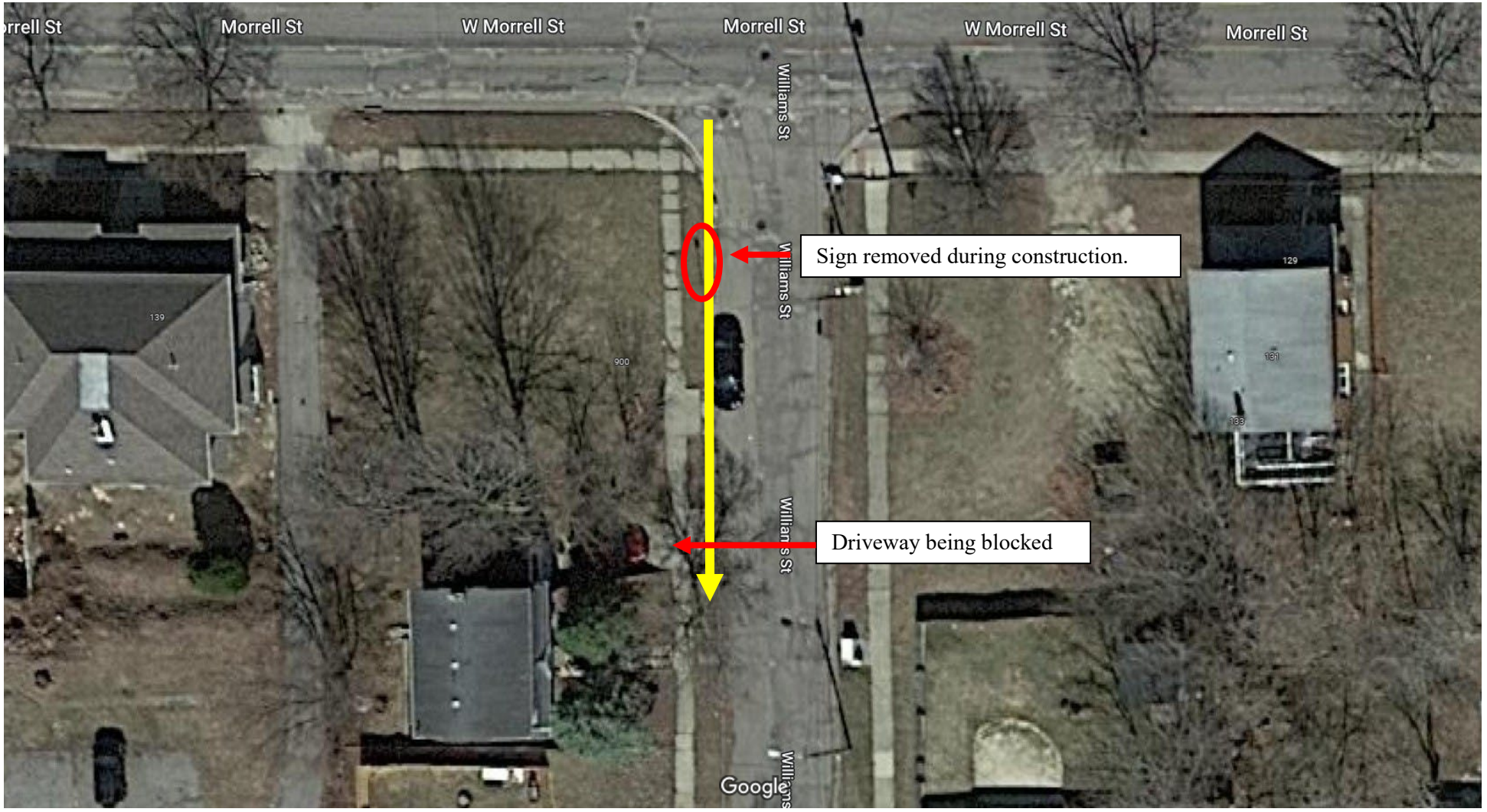
WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

Traffic Control Order 2381



CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Henry Ford Jackson Hospital Race to Health

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Recommendation:

Approve a request from Henry Ford Jackson Hospital to host the Race to Health on September 17, 2022 on the streets of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Henry Ford Jackson Hospital Race to Health.

I recommend approval of the Henry Ford Jackson Hospital Race to Health. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from Henry Ford Jackson Hospital to host the Race to Health on September 17, 2022 on the streets of Jackson.

SUMMARY: Family-friendly 5k run/walk

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$500.00
Public Works	X		$200.00
		TOTAL	***$700.00***

CONDITIONS & CONSIDERATIONS

N/A

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Henry Ford Jackson Hospital Race to Health

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [X] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be waited down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: Henry Ford Jackson Hospital		
Address: 205 N. East Ave, Jackson, MI 49201		Phone: (517) 205-6739
Tax ID#: 38-2027689	Website:	
Contact Name: Theresa Dark	Phone: 517-812-9325	Email: tdark1@hfhs.org
Contact Name:	Phone:	Email:
Contact Name During Event: Theresa Dark		Phone: (517) 812-9325

Event Information

Event Name: 38th Annual Race to Health

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9/17/2022	9/17/2022	6:30a	1:00p	1:00p

Has this event occurred before? X Yes, (if yes, how many previous years? 37 ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 300

Type of Event (*please check all that apply*)

X Walk/Run ☐Festival ☐March/Parade ☐Other:_____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

X Streets: Waterloo/Wildwood – See attached map

☐Other Park:_____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Street Closure– *Please indicate all street closures on your map.*

Street Name: Wildwood Cross Streets Waterloo

Closure Start Date: 9/17/22 Time: 6 Am Closure End Date: 9/17/22 Time: 1 pm

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date: Time: Closure End Date: Time:_____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins:_____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed:_____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☒Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 7/8/22

Office Use ONLY

Application Received:

Date: 7/8/22

Time: 12pm

By: _____

Application Fee Received: ✓ $50 cash

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

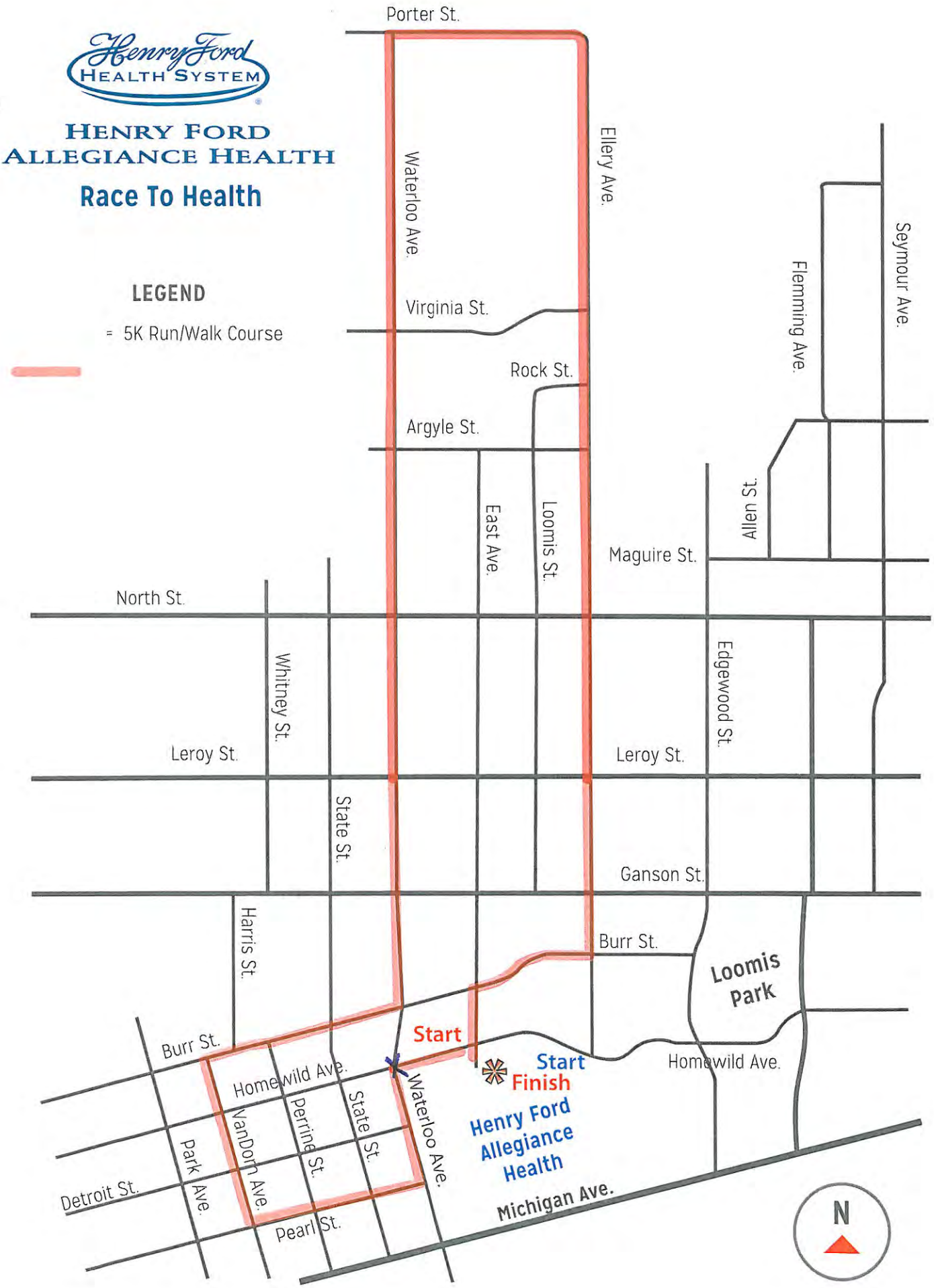
Henry Ford Health System

Henry Ford Allegiance Health

Race To Health

LEGEND

= 5K Run/Walk Course



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Management Services Cayman Ltd. P.O. Box 1051 23 Lime Tree Bay Avenue Governors Square, Building 4, 2nd Floor Grand Cayman KY1-1102, Cayman Islands CN103050471-Hosp-GEN-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Henry Ford Jackson Hospital 205 N. East Avenue Jackson, MI 48201	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Onika Insurance Co Ltd / 3770080 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-009005701-10 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		OIC-4122-HSP	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 6,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X $500,000 SIR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 33,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Henry Ford Jackson Hospital is insured as respects their participation in the Race To Health being held on September 17, 2022.

The City of Jackson and the Downtown Development Authority are included as additional insureds for this event only.

CERTIFICATE HOLDER

City of Jackson
Jackson Downtown Development Authority
161 W. Michigan
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Orthopaedic Rehab Specialists' Oktoberfest 5/10k

---

Recommendation:

Approve a request from Orthopaedic Rehab Specialists to host their Oktoberfest 5/10k on September 24, 2022 on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Oktoberfest 5/10k.

I recommend approval of the Orthopaedic Rehab Specialists' Oktoberfest 5/10k. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from Orthopaedic Rehab Specialists to host their Oktoberfest 5/10k on September 24, 2022 on the streets of downtown Jackson.

SUMMARY: Annual family-friendly 5/10k run

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$700.00
Public Works	X		$600.00
		TOTAL	***$1,300.00***

CONDITIONS & CONSIDERATIONS

Road closures, electricity, police assistance

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Oktoberfest 5/10k

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☒ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☒ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Orthopaedic Rehab Specialists, PC		
Address: 206 Page Ave		Phone: (517) 783-6670
Tax ID#: 38-2737469	Website: orsmi.com orsraceseries.com	
Contact Name: Melissa Burgett	Phone: 734-476-2564	Email: melissa@orsmi.com
Contact Name:	Phone:	Email:
Contact Name During Event: Melissa Burgett		Phone: (734)476-2564

Event Information

Event Name: ORS Oktoberfest 10K/5K

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
9.24.22	6:00 am	8:00 am	10:30 am	11:00 am

Has this event occurred before? ☑Yes, (if yes, how many previous years? 30 ☐No

Do you expect this event to occur again next year? Y What is the expected attendance for this event? 250-300

Type of Event (*please check all that apply*)

☒Walk/Run ☐Festival ☐March/Parade ☐Other: _____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☒GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☒Other Location: Grand River Brewery Patio / Parking lot

☒Streets: Pearl St & Mechanic (GRB parking lot to Michigan Ave)

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

The ORS Oktoberfest 10K/5K/Kids Run will take place Saturday Sept 24, 2022. This event will coincide with Grand River Brewery's Oktoberfest weekend festivities. Hosted by Grand River Brewery participants will have the opportunity for the post-race breakfast and continue the day with the Oktoberfest entertainment.

Please see attached sheet.....

Street Closure– *Please indicate all street closures on your map.*

Street Name: Pearl St Cross Streets S Jackson St

Closure Start Date: 9.24.22 Time: 10:15am Closure End Date: 9.24.22 Time: 10:30am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

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City Resources Requests

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☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
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Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☑Route Plan	☐Emergency Vehicle Access	☑Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☑Tables
☑Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☑Assembly Locations	☑Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
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9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Melissa Burnett

Date: 5·10·22

Office Use ONLY

Application Received:

Date: 5/24/22

Time: 12pm

By:

Application Fee Received: $50 ✓

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

Event Description

The **Annual Orthopaedic Rehab Specialists ORS OktoberFest Run/Walk/Kids Run** will look a bit different in 2022!

The race date has changed to coincide with the Oktoberfest weekend festivities at Grand River Brewery. including the 313 Polish Lager Beer Mile (to be held approximately 30 minutes -1 hour after our race) This year's race will be held Saturday September 24th.

Race description for 2022:

The ORS Oktoberfest 5k/10K event sponsored by IEP-Urgent Care and hosted by Grand River Brewery will start and finish around the Michigan Theatre. With construction we have had to be creative with our course to keep us downtown, and we have done it!

We are really excited to have the race in conjunction with the Oktoberfest activities that Grand River has planned and encourage participants to stick around post-race to enjoy those events. With the true Oktoberfest theme, we have updated our prizing not only for the adults but for the kids run.

Post-Race Breakfast will be provided for full registration participants (the tear away tab on the participant bib will be used as you ticket for the breakfast)

DJ Tate 5 (Official DJ of Olivet College) will be on site to provide music and help host both our race and the Beer Mile!

Special appearance by Jack the Elephant from Experience Jackson for the Kids Run!

ALL full price registered participants will receive a Grand River Brewery breakfast ticket and an ORS race shirt. Race Shirts will be guaranteed if registered by September 10th, 2022. If registered after September 10, 2022 shirts will be distributed as supplies last.

Be sure to preregister! There is no race day registration.

Extend your race day experience by participating in the GRB for the 313 Polish Lager Beer Mile!!!!

GRAND RIVER BREWERY 313 POLISH LAGER BEER MILE (runsignup.com)

Overall Awards will be given to the top male and female finishers of Open (all ages), Masters (40+), and Grandmasters (50+) in the 5k Run, 10K Run, and 5k Walk.

Age Groups Awards to the top 3 places in each age group:

RUN AGE GROUPS:
0-14, 15-17, 18-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69. 70-74, 75-79, 80-84, 85-89

WALK AGE GROUPS:
0-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70+

Packet pick-up will take place Friday September 23 at Grand River Brewery between 4 pm - 8 pm- we will be stationed in the Farmer's Market Pavilion. Grand Rier Brewery's Oktoberfest will begin that evening with Live music, Food and drink specials also within the Farmer's market Pavilion! Come by and pick up your race packet and stay awhile to enjoy Oktoberfest!

4th Annual Polish Lager BEER MILE!

Part of our race day activities is the Polish Lager BEER MILE. After you finish the race stick around and relax and grab a bite to eat and then compete in the Beer Mile. Tell your friends that aren't running in the Oktoberfest race to come to the Grand River Brewery and run the BEER MILE. It is a ton of fun!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Orthopaedic Rehab Specialists PC 206 Page Avenue Jackson MI 49201	INSURER A: Auto Owners Insurance Company	18988
	INSURER B: Home-Owners Insurance Company	26638
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2191323355 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		06261004	9/27/2021	9/27/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			5253687200	9/27/2021	9/27/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06261014	9/27/2021	9/27/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jackson and Downtown Development Authority are additional insureds for the 2022 ORS Oktoberfest 10k/5k being held on September 24, 2022.

CERTIFICATE HOLDER

City of Jackson
Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

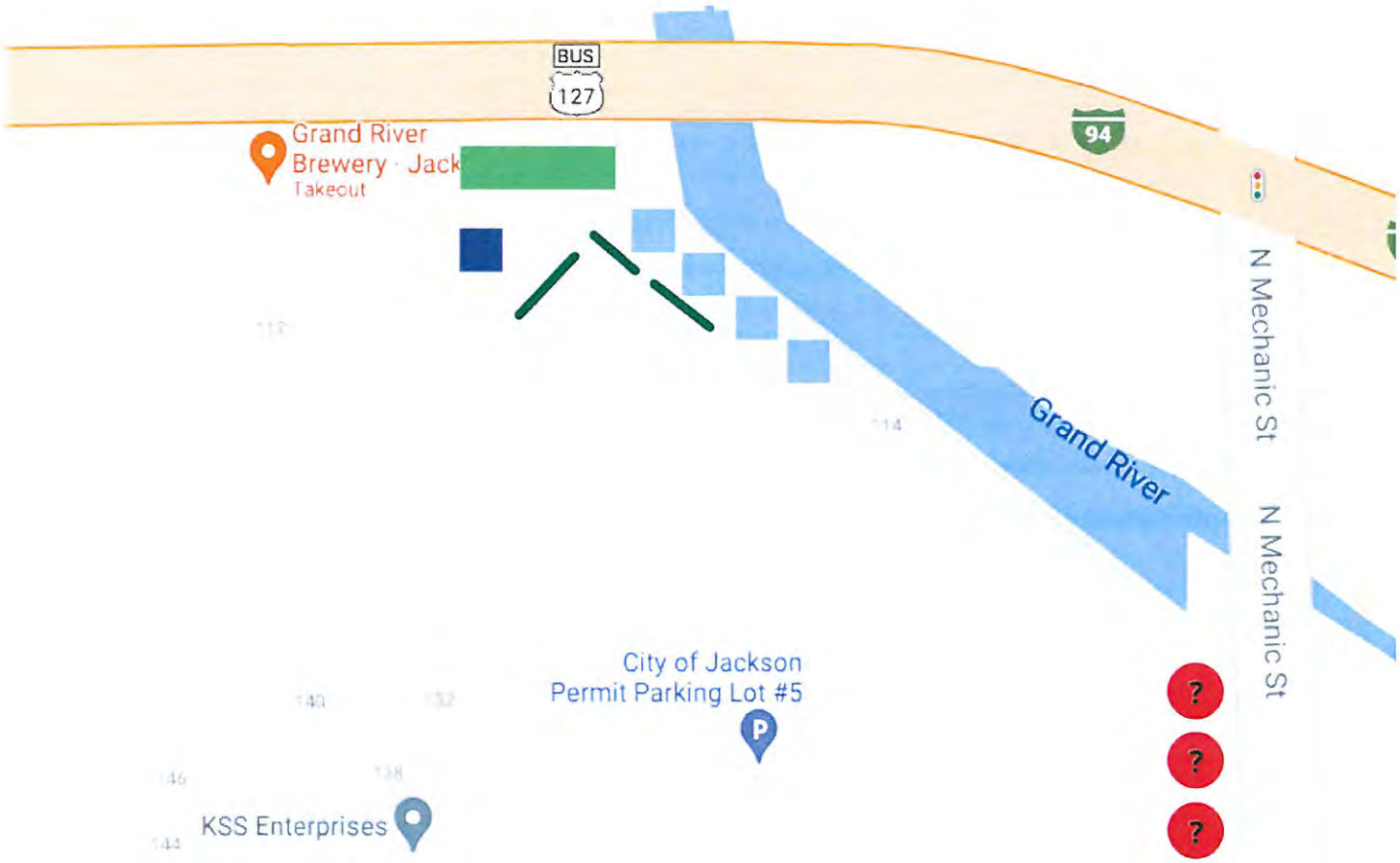
Brian Drummond/KCORD

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Farmer's Market Pavilion

Projected layout for Friday night 4 pm - 8 pm and Saturday morning 6:00 am - 11:00 am



Designates tables/tents for Packet Pick-Up & Expo number of tents/tables TBD

Designates desired locations for porta potties

Signage for Packet Pick Up

DJ Set up for Saturday 9-24-22

Admin table set up 9-24-22

Melissa Pohorence | Friends

SUN JACKSON, MI, UNITED STATES 3.17 MI 115 FT

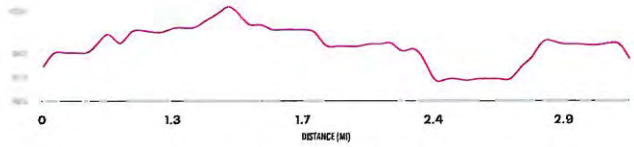
ORS OKTOBERFEST 5K

BOOKMARK LOG WORKOUT ADD TO WEBSITE SHARE MORE



ELEVATION (FT)

START	MAX	GAIN
944 ft	1,020 ft	115 ft



GOT IT

Melissa Pohorence | Friends

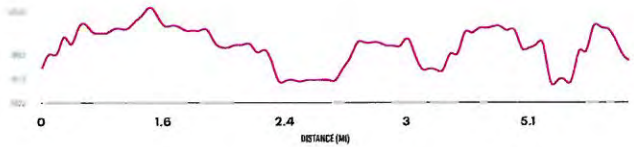
OKTOBERFEST 10K

BOOKMARK LOG WORKOUT ADD TO WEBSITE SHARE MORE



ELEVATION (FT)

START	MAX	GAIN
944 ft	1,020 ft	219 ft



GOT IT

Road Closure Requests, ORS Race October 2022

I met with Sgt Hibbard this afternoon to discuss our upcoming race. We reviewed the maps for police coverage, etc. It was brought to my attentions that the safest option would be to request road closure and road closure signage for the following intersections:

W Michigan and S Jackson St
S Jackson and Pearl St

W Michigan and Blackstone St
Blackstone St and Pearl St

Melissa Burgett, event organizer

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Jackson High School Class Reunion

---

Recommendation:

Approve a request from Carlene Lefere to host the Jackson High School (class of 1955) Class Reunion on August 29, 2022 in Horace Blackman Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson High School (class of 1955) Class Reunion.

I recommend approval of the Jackson High School (class of 1955) Class Reunion. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from Carlene Lefere to host the Jackson High School (class of 1955) Class Reunion on August 29, 2022 in Horace Blackman Park.

.**SUMMARY:** Class reunion celebration

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

N/A

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Jackson High School (class of 1955) Class Reunion

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☑ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: CLASS OF 1955 - JHS -		
Address: 909 BRIARCLIFF RD, JXN, MI		Phone: (517) 416 5135
Tax ID#: N/A	Website:	
Contact Name: CARLENE LEFERE	Phone:	Email: carlenelefere@core.com
Contact Name: (LEFERE)	Phone:	Email:
Contact Name During Event: SAME		Phone: ( )

Event Information

Event Name: CLASS REUNION

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
AUG 29, 2022	1:30 PM	2:00 PM	5:00 PM	5:15 PM

Has this event occurred before? ☑Yes. (if yes, how many previous years? 5 year intervals since 1955 ☐No

Do you expect this event to occur again next year? No What is the expected attendance for this event? ~50+

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☐Other: GATHERING

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☑Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: _____

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

GATHERING OF GRADUATES of CLASS OF 1955, JACKSON HIGH SCHOOL

Street Closure– *Please indicate all street closures on your map.*

Street Name: N/A Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ ~~**Water Needs**~~: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☑ **Food/Vendors**: Indicate vendors requirements: arrangements in Progress
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ ~~**Alcohol Sales**~~: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ ~~**Amusement or Carnival Rides**~~: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ ~~**Fireworks**~~: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ ~~Traffic Cones~~ ☐ ~~Mobile Stage~~ (*please circle* **15-foot** or **25-foot** *version*)
☐ Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐~~Restroom Locations~~
☐Vendor Locations ?	☐Dispersal Locations	☐~~Tables~~
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Carlene Walz Lefere

Date: Aug 1, 2022

Office Use ONLY	
Application Received:	
Date:	7/20/22
Time:	
By:	
Application Fee Received:	$15 ✓

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Hispanic Heritage Festival

---

Recommendation:

Approve a request from Jackson College to host the Hispanic Heritage Festival on September 17, 2022 in Horace Blackman Park and downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Hispanic Heritage Festival.

I recommend approval of the Hispanic Heritage Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from Jackson College to host the Hispanic Heritage Festival on September 17, 2022 in Horace Blackman Park and downtown Jackson.

SUMMARY: Family-friendly cultural celebration honoring Hispanic heritage in our community

---

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

CONDITIONS & CONSIDERATIONS

Road closures, electricity

INSURANCE STATUS

Approved and on file with the office of the City Attorney

ATTACHMENTS: Special Event Application: Hispanic Heritage Festival

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: JACKSON COLLEGE		
Address: 2111 EMMONS RD		Phone: ( )
Tax ID#: 38-1795703	Website: jccmi.edu	
Contact Name: JACOB INOSENCIO	Phone: 517-745-9805	Email: inosencjacob@jccmi.edu
Contact Name: KELLY CRUM	Phone: 517-796-8470	Email: CRUMKELLYA@jccmi.edu
Contact Name During Event: JACOB INOSENCIO		Phone: (517) 745-9805

Event Information

Event Name: JACKSON HISPANIC HERITAGE FESTIVAL

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9/17/22	10 AM	3 PM	8 PM	10 PM

Has this event occurred before? ☐Yes, (if yes, how many previous years?_____) ☑No

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 1,000

Type of Event (*please check all that apply*)

☐Walk/Run ☑Festival ☐March/Parade ☐Other:_____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☑Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☑Streets: W MICH BETWEEN BLACKSTONE & N JACKSON - HAYES CT

☐Other Park:_____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

A CULTURAL CELEBRATION TO HONOR HISPANIC HERITAGE IN OUR COMMUNITY. THE JACKSON HISPANIC HERITAGE FESTIVAL (HOSTED BY JACKSON COLLEGE) WILL HAVE FOOD, MUSIC, ENTERTAINMENT, COMMUNITY RESOURCES, & AN OPPORTUNITY TO SUPPORT (HISPANIC) STUPENTS ATTENDING JACKSON COLLEGE.

Street Closure– *Please indicate all street closures on your map.*

Street Name: W MICH AVE Cross Streets BLACKSTONE / N JACKSON

Closure Start Date: 9/17/22 Time: 10AM Closure End Date: 9/17/22 Time: 10PM

Street Name: HAYES CT Cross Streets PEARL / W MICH

Closure Start Date: 9/17/22 Time: 10AM Closure End Date: 9/17/22 Time: 10PM

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☑ **Electrical Power:** Indicate electrical requirements: VENDORS / FOOD
Amount of electrical wattage needed: 110 Amount of plug ins: ~20
Locations of where plugs are needed: IN PARK
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____

☑ **Food/Vendors**: Indicate vendors requirements: _____
Amount of electrical wattage needed: 110 Amount of plug ins: ~5
Locations of where plugs are needed: IN PARK Number of vendors: ~5

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐ Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

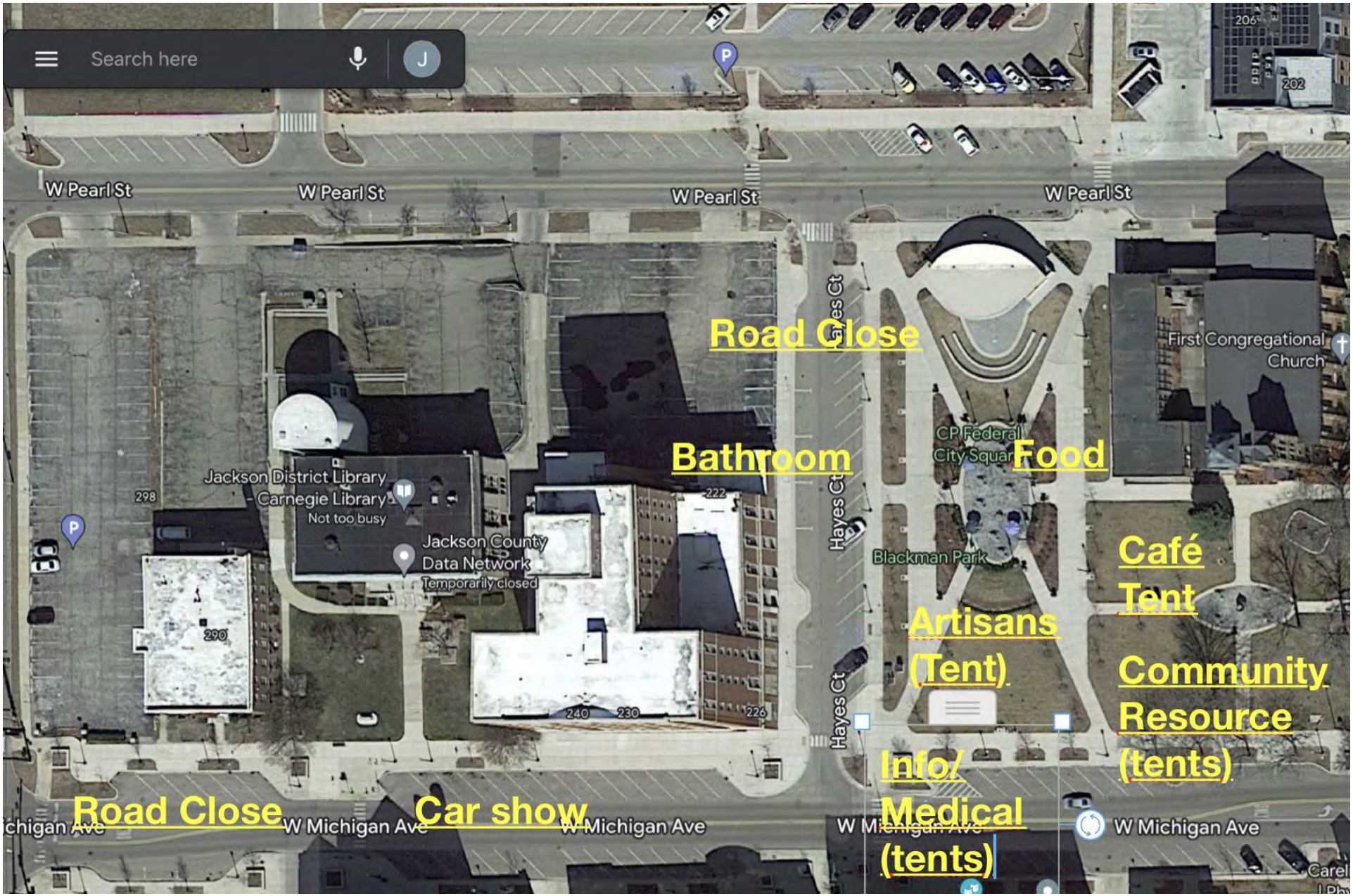
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 7/18/22

Office Use ONLY
Application Received: Date: Time: By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval


Search here
W Pearl St
W Pearl St
W Pearl St
W Pearl St
Hayes Ct
Hayes Ct
Hayes Ct
Road Close
Bathroom
Food
Café Tent
Artisans (Tent)
Community Resource (tents)
Info/ Medical (tents)
Road Close
Car show
W Michigan Ave
W Michigan Ave
W Michigan Ave
W Michigan Ave
Jackson District Library
Carnegie Library
Not too busy
Jackson County Data Network
Temporarily closed
First Congregational Church
Blackman Park
298
290
222
240
230
226
206
202

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517)787-2600 FAX (A/C, No): (517)787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jackson College 2111 Emmons Road Jackson MI 49201	INSURER A : Hanover Insurance Company	
	INSURER B : Citizens Insurance of America	31534
	INSURER C : Hanover Atlantic Insurance Co LTD	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL227624987 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		Z7HH297547	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			AWHH297550	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			U7HH297551	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W7HH257104	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Student Medical Professional			L3HH29778802	7/1/2022	7/1/2023	Each Incident Aggregate Limit	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Hispanic Heritage Festival Downtown Jackson on September 17, 2022

City of Jackson and Jackson Downtown Development Authority are included as Additional Insured for general liability as required by written contract.

CERTIFICATE HOLDER

City of Jackson
Jackson Downtown Development Authority
161 W. Michigan Avenue
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric Walton/KCORD

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Heart of a Lion 5k

---

Recommendation:

Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5k on September 18, 2022 in Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Heart of a Lion 5k.

I recommend approval of the Heart of a Lion 5k. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from the Jackson Area 19 Special Olympics to host their Heart of a Lion 5k on September 18, 2022 in Ella Sharp Park.

SUMMARY: Family-friendly run benefitting the Jackson Area 19 Special Olympics

---

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$235.00
Public Works	X		$600.00
		TOTAL	***$835.00***

CONDITIONS & CONSIDERATIONS

Road closures, police assistance

INSURANCE STATUS

Approved, pending receipt of necessary insurance documentation

---

ATTACHMENTS: Special Event Application: Heart of a Lion 5k

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: Jackson Area 19 Special Olympics		
Address: 210 E McDevitt Jackson MI 49203		Phone: (517) 914-6367
Tax ID#: 38-1964643	Website: SOMI.ORG	
Contact Name: Amy Gingras	Phone: (517) 262-1445	Email: agingras01@comcast.net
Contact Name: Randy Coleman	Phone: (517) 740-3887	Email:
Contact Name During Event: Amy Gingras		Phone: (517) 262-1445

Event Information

Event Name: Heart of a Lion 5K

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9-18-2022	6am	9am	11am	12pm

Has this event occurred before? ☑Yes, (if yes, how many previous years? 7) ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 150

Type of Event (*please check all that apply*)

☒Walk/Run ☐Festival ☐March/Parade ☐Other: _____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☒Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: _____

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

The 8th Annual Heart of a Lion 5K to benefit the Jackson Area 19 Special Olympics. Special Olympics provides year round sports training for individuals with cognitive & physical disabilities. All proceeds from this event remain in Jackson county.

Street Closure– *Please indicate all street closures on your map.*

Street Name: S. Oakwood Cross Streets Birchwood

Closure Start Date: 9-18-22 Time: 8:30am Closure End Date: 9-18-22 Time: 11am

Street Name: Birchwood Cross Streets Maplewood

Closure Start Date: 9-18-22 Time: 8:30am Closure End Date: 9-18-22 Time: 11am

Street Name: Maplewood Cross Streets S. Oakwood

Closure Start Date: 9-18-22 Time: _____ Closure End Date: 9-18-22 Time: 11am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☒ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☒Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 6-29-2022

Office Use ONLY	
Application Received:	
Date:	7/12/22
Time:	9 am
By:	
Application Fee Received:	$50 ✓

Application Requirements

Application MUST be submitted 60 days PRIOR to event
*****NO EXCEPTIONS*****

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

Like Comment Share

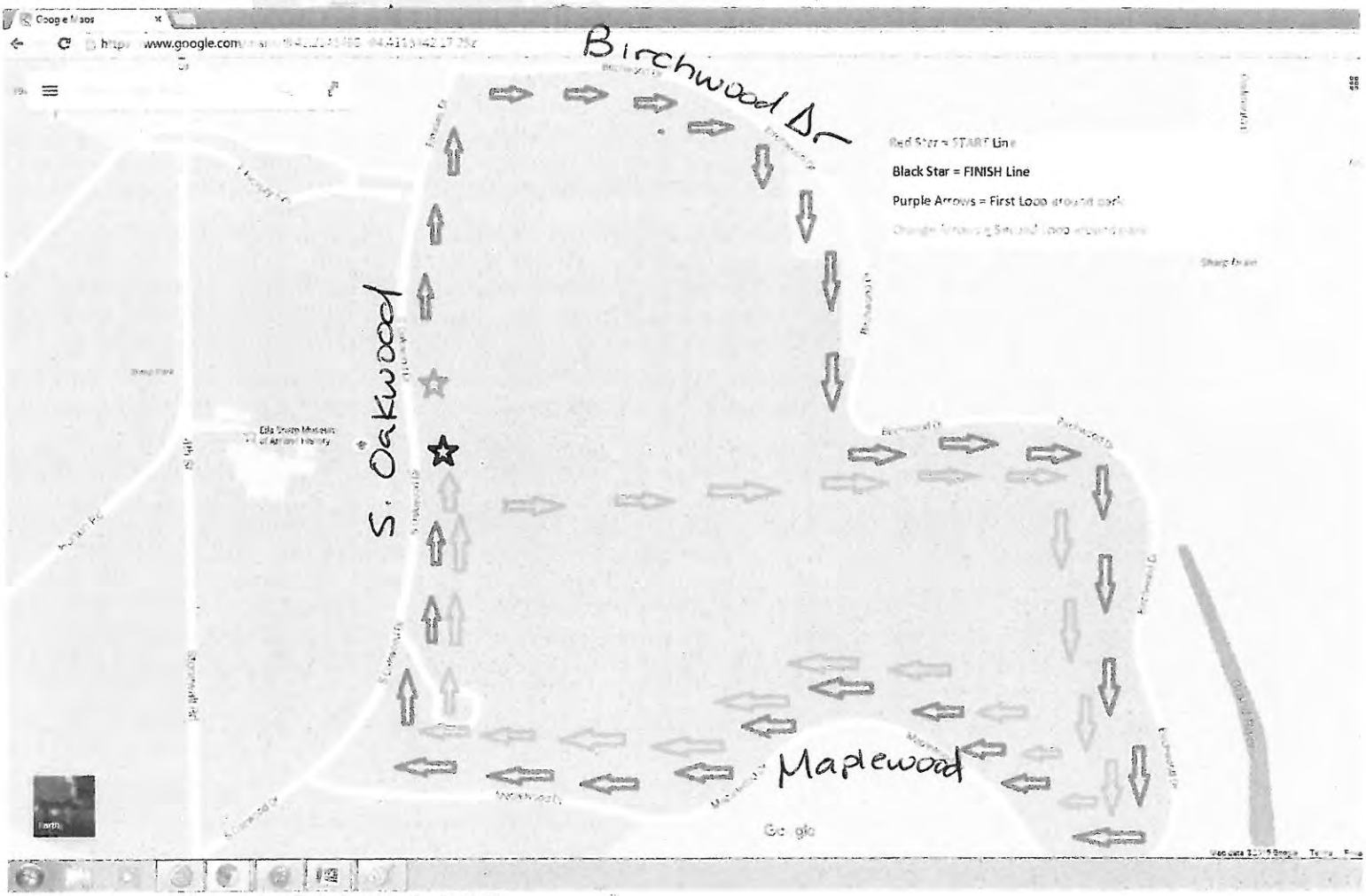
Cynthia Anderson, Christine Herrera Kerr, Tammie Vanderkarr Withrow and 8 others like this.

6 shares

Write a comment...

Amy Gingras
September 20 · Jackson, MI ·

Heart of a Lion 5K run/walk course map



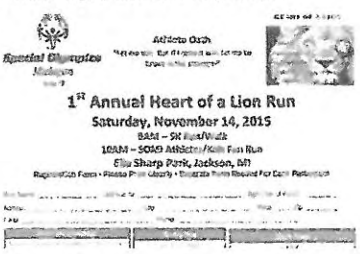
Anne Markiewicz and Anne Vischer like this.

4 shares

Write a comment...

Amy Gingras
September 20 · Jackson, MI ·

Online Registration at Runsignup.com



CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Grand River Cleanup

---

Recommendation:

Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 10, 2022 in/along the Grand River and in R.A. Greene Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Grand River Cleanup.

I recommend approval of the Grand River Cleanup. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 10, 2022 in/along the Grand River and in R.A. Greene Park.

SUMMARY: Volunteer cleanup of the Grand River

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

N/A

INSURANCE STATUS

Approved, pending receipt of necessary insurance documentation

---

ATTACHMENTS: Special Event Application: Grand River Cleanup

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map -*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be waited down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: Grand River Environmental Action Team		
Address: P.O. Box 223, Jackson, MI 49204		Phone: (517) 416-4234
Tax ID#: 38-2986485	Website: http://www.great-mi.org	
Contact Name: Jack L. Ripstra	Phone: (517) 740-5680	Email: jlripstra@aol.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jack L. Ripstra		Phone: (517) 740-5680

Event Information

Event Name: Grand River Cleanup

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
September 10, 2022	10:00 a.m.	11:00 a.m.	4:00 p.m.	5:00 p.m.

Has this event occurred before? ☑Yes, (if yes, how many previous years? 31 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 50

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Cleanup of the Grand River

Event Location - *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: _____

☑Other Park: R.A. Greene Park

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Cleanup of the Grand River throughout the entire length of the river through the City of Jackson.

Street Closure- *Please indicate all street closures on your map.*

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐ Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☐ Route Plan	☐ Emergency Vehicle Access	☑ Restroom Locations
☐ Vendor Locations	☐ Dispersal Locations	☑ Tables
☐ Tent Locations	☑ Trash Receptacles	☐ Requested Reserved Parking
☑ Assembly Locations	☐ Requested Street Closures	☐ Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: July 5, 2022

Office Use ONLY	
Application Received:	
Date:	7/12/22
Time:	9 AM
By:	(N)
Application Fee Received:	$50 ✓

Application Requirements

Application MUST be submitted 60 days PRIOR to event
*****NO EXCEPTIONS*****

Application MUST be submitted along with all required attachments to:
City of Jackson Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

RA GREENE PARK FOR GRAND RIVER CLEANUP



CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Special Event Application for the Bright Walls Mural Festival

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Recommendation:

Approve a request from the Jackson Young Professionals to host the Bright Walls Mural Festival September 8 - 11, 2022 in the streets and parking lots of downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Bright Walls Mural Festival.

I recommend approval of the Bright Walls Mural Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: August 9, 2022

RECOMMENDATION: Approve a request from the Jackson Young Professionals to host the Bright Walls Mural Festival September 8 - 11, 2022 in the streets and parking lots of downtown Jackson.

SUMMARY: Public mural festival featuring artists, live music, food trucks, and activities for the whole family.

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		Cost estimate in progress
Public Works	X		$1,500.00
		TOTAL	***$1,500.00***

CONDITIONS & CONSIDERATIONS

Road closures, parking lot closures, parking passes, sign/banner usage, electrical usage, staff assistance

INSURANCE STATUS

Approved, pending receipt of necessary insurance documentation

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ATTACHMENTS: Special Event Application: Bright Walls Mural Festival

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☒ $50 Application Fee Apply from DDA Sponsorship $
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: Jackson Young Professionals		
Address: P.O. Box 1260, Jackson, MI 49204		Phone: ( )
Tax ID#: 47-1587257	Website: www.JxnYP.com	
Contact Name: Jacqueline Austin	Phone: 517-414-7890	Email: jacqaustin@thinkjacksonmi.com
Contact Name: Kaiti McDonough	Phone: 517-812-5122	Email: kaitimcdonourgh@gmail.com
Contact Name During Event: Kaiti McDonough		Phone: ( ) 517-812-5122

Event Information

Event Name: Bright Walls Mural Festival

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
09/08/2022-09/11/2022	08/27/2022 9:00a.	09/08/2022 Noon	09/11/2022 8:00p.	09/12/2022 7:00p.

Has this event occurred before? ☒Yes, (if yes, how many previous years? Since 2018 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 40,000

Yes, but in a different format

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Mural Festival

Event Location *Choose any of the following that apply. For parks, include a map of the area being used.*

☒Horace Blackman Park ☒GrandRiver Farmers Market Pavilion

☒Bucky Harris Park ☒CP Federal City Square (Stage)

☐Ella Sharp Park *(requires Ella Sharp Board approval)* ☐MLK Equality Trail

☒Other Location: See attached maps

☒ Streets: See attached maps - Including Parking Lot #8 & All Alleys within Festival Site

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Bright Walls is a public art and mural festival founded and run by volunteer members of the Jackson Young Professionals. In just three years, plus a pandemic, the festival has hosted artists from across the globe and brought 41 murals to the downtown district — creating a new destination in our community.

Throughout the festival, Bright Walls showcased the artists' talents alongside musicians, local artists and many other community organizations.

Bright Walls is made possible by the support of the planning team members, partners, muralists, building owners, volunteers and the community.

We encourage you to take photos of the murals and share them with the world.

#BrightWallsJackson

Street Closure *Please indicate all street closures on your map.*

Street Name: Mechanic St. Cross Streets Cortland to Michigan Ave.
Closure Start Date: 09/07/2022 Time: 8:00a. Closure End Date: 09/11/2022 Time: 10:00p.

Street Name: Cortland St. Cross Streets Mechanic to MLK
Closure Start Date: 09/07/2022 Time: 8:00a. Closure End Date: 09/11/2022 Time: 10:00p.

Street Name: Alleys between Mechanic & MLK Cross Streets Cortland to Michigan Ave.
Closure Start Date: 09/07/2022 Time: 8:00a. Closure End Date: 09/11/2022 Time: 10:00p.

Street Name: Parking on Michigan Ave. Cross Streets Between
Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Streets
Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Streets
Closure Start Date: Time: Closure End Date: Time:

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☒ **Electrical Power:** Indicate electrical requirements: Box in Parking Lot #8 (Fried Egg Box); Box in Alley next to Reardon Building (You Are So Loved Box); Box in Alley next to Assembly Church
Amount of electrical wattage needed: Stage descriptions will be provided Amount of plug ins: _____
Locations of where plugs are needed: _____

****All electrical lines MUST be covered to limit tripping hazards. ****

☒ **Water Needs**: Indicate water requirements: Tap 3 hydrants
Amount of water needed: _____ Locations of where water is needed: See attached

☐ **Food/Vendors**: Indicate vendors requirements: All vendors will be required to be self contained and provide their own power.
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☒ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: Daily 09/08/2022-09/11/2022 4:00p. End Time: Daily 09/08/2022-09/11/2022 11:00p.
Alcohol sales will be done by Ella Sharp Museum

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☒ Other: See attached for full list

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

Event Map *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Jacquelyn Austin

Date: _____

Office Use ONLY
Application Received: Date: Time: By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Special Event Application Addendum

Bright Walls Mural Festival – September 8-11, 2022

City Resource Requests:



- Electrical Connection:
    - Add a twist lock receptacle to power box next to Lean Rocket Lab (133 W. Michigan Ave.) and power box next to At Home Mortgage (125 E. Michigan Ave.) Yellow receptacle pictured here (box at south end of 159 W. Michigan Ave.) ----------→
        - Specifics for the stages and power needs will be provided to the electrician
    - Add outlets to the power box next to At Home Mortgage (125 E. Michigan Ave.) Would be used to charge electric lifts.
    - Turn off the lampposts located inside Parking Lot #8 and in the alley next to 125 W. Michigan Ave.
- Road Closed 4x4 Signs: We request additional large road closed signs. At the intersection closures, we request 2 signs at each road so we can ensure no driving in the festival area. Additionally, there are 3 parking lot entrances and 3 alleys to close. (See setup schedule for closure dates.)
    - South Side of the Intersection on Mechanic St. at Michigan Ave.
    - North Side of the Intersection on Mechanic St. at Cortland St.
    - East Side of the Intersection on Cortland St. at Mechanic St.
    - West Side of the Intersection on Cortland St. at MLK Dr.
    - Parking Lot #8: Michigan Ave. Entrance
    - Parking Lot #8: Cortland St. Entrance
    - Parking Lot #8: Mechanic St Entrance
    - Alley off Mechanic St. behind the Elaine Building
    - Alley entrance off Cortland St. behind 135 S. Mechanic St.
    - Alley entrance off Cortland St. behind 134 MLK Dr.
    - Alley on N. Mechanic St. behind Walt's Food



- Traffic Cones: We request 20 extra Traffic Cones, preferably the Looper Cone Style (pictured to the right). We will use these to help with traffic flow and to block areas for setup.
- No Parking Signs: We will need to block parking in a few areas and request No Parking Signs to assist in these areas:
    - Michigan Ave. diagonal parking in front of 111 E. Michigan Ave. down to 129 E. Michigan Ave.
    - Cortland St. parallel parking on North & South Side of the street between Mechanic St. & the Bus Station
    - Sidewalk on N. Mechanic St. adjacent to 1 Jackson Square (across from Michigan Theater)
- Sandbags: If there are any available sandbags that we can use to hold signage and fencing.

- Cord Covers: Any available cord covers that can be used in public areas to prevent tripping hazards.
- Picnic Tables: Any available picnic tables to be used for public seating.
- Bleachers: All sets of bleachers available to be used for public seating.
- Black Metal Fencing: Any available black metal fencing pieces.
- Hydrants/Water Access:
    - Tap on the hydrant the SW corner of the building at 134 S. MLK Dr (former Evanoffs Building) starting immediately through the end of the festival. We will be using this for wall prep prior to the event starting in July 2022.
    - Tap on the hydrant on the West side of 125 E. Michigan Ave. This will be used to assist in the prepping and painting of the walls.
    - Tap on the hydrant at Southwest corner of Parking Lot #8 as needed prior to the event for wall prep and during the event.
- Portable Toilets: 20 portable toilets including at least 3 handicap accessible delivered on 09/07/2022 and picked up on 09/12/2022. See map for placement.
- Use of 4 golf carts from Ella Sharp Golf to be picked up on 09/05/2022 and returned on 09/12/2022.
- Dog Parade Police Escort: We would like to do a short dog parade from the "Have a Nice Day" mural on the back of the library to the main festival site. The parade would start at 6:00p. on 09/08/2022 and travel from the corner of Pearl & Blackstone South to Michigan Ave., Michigan Ave. East to Mechanic St. and turn South into the festival site. We do not need the streets closed for this parade, just a police escort. If there are any police dogs that would like to participate, we would welcome them. (Map attached)





fig. 2

- Hanging Banners:
    - We will wrap a vinyl banner around every mast arm (stop lights). They will be installed in a way that does not damage the pole and will be installed 1 month prior to the event and removed 1 week after the event.
    - Every lamp post around the perimeter of the festival site, spanning 1 block beyond the site in all directions, will have a professional street lamp banner installed up to a month before the event start.
- Paint Street/Parking Lot: We will paint a short rainbow stripe either on Mechanic St or in Parking Lot #8 as part of a custom inflatable paintbrush installation.



fig. 3

- We will be using biodegradable confetti during the event. It melts with water and any remaining confetti will be cleaned up at the end of the event.
- Security: We will be contracting with Overwatch Security for 24/7 security of the festival site. We would like to have a police presence that will compliment the contracted security. We will setup a meeting between Overwatch and the Police to ensure we are covered properly.
- Trash: We will be contracting with Emmons to provide trash receptacles throughout the festival site. We will also bring in a dumpster to aid in making sure trash is properly maintained.
- Parking Passes: Provide parking passes to help with displaced parking during wall prep, event setup, and during event.
    - Prior to the event, we will need up to 30 day passes for times when walls are being prepped. These will be requested on an as needed basis.

    - Between 09/03/2022 and 09/12/2022, we will need up to 30 day passes to be used by artists, event transportation vehicles, and team members.
    - Additionally, we would ask that Parking Lot #9/#9A not be ticketed September 5 through September 12 to allow businesses/tenants/employees displaced by the festival to park without consequence.
- Use of the Masonic Temple: For the months of August and September use the Masonic Temple as a staging location and supply storage.
- Placement of Wayfinding Sign after festival: We would like to place a Wayfinding Sign (like those installed in 2018 & 2019) after the festival is complete under consultation with the engineering department on the placement location.

Setup Schedule:

08/26/2022 **Preview Artist Starts Painting**

Request: Drop No Parking signs at 1 Jackson Square to close the sidewalk and parking along the white wall across from the Michigan Theater

08/27/2022 **Annual Downtown Cleanup** 9:00a.-1:00p.

Focus will be primarily no Parking Lot #8 and festival areas in the block to the East. If time allows, volunteers will also clean up areas around previous festival sites. Volunteers can help lay fresh mulch in the parking lot and surrounding areas as needed.

Request: Mulch be provided by the city; Use of leaf blowers; Additional trash cans; Rakes; Shovels; Brooms; Buckets; Wheelbarrows

09/02/2022 **Lifts Delivered**

Supply Containers Delivered

Request: Tap hydrants

Request: Drop 4 Road Closed signs to close alleys - entrance off Cortland St. behind 135 S. Mechanic St. & entrance off Cortland St. behind 134 MLK Dr.

Request: Drop 2 Road Closed signs to close alley behind Walt's Food

09/05/2022 **Artists Start Painting**

Request: Close rest of the Alleys at the end of the day

09/06/2022 **Prepping for Setup**

Request: Close Parking Lot #8 at end of day so it is clear for following day

09/07/2022 **Main Stage Delivery**

Our stage main stage will be delivered between 9:00a. and 4:00p. and will be placed in Parking Lot #8 blocking the Michigan Ave. entrance to the lot.

Tent Setup

Portable Toilet Delivery

Fencing Setup

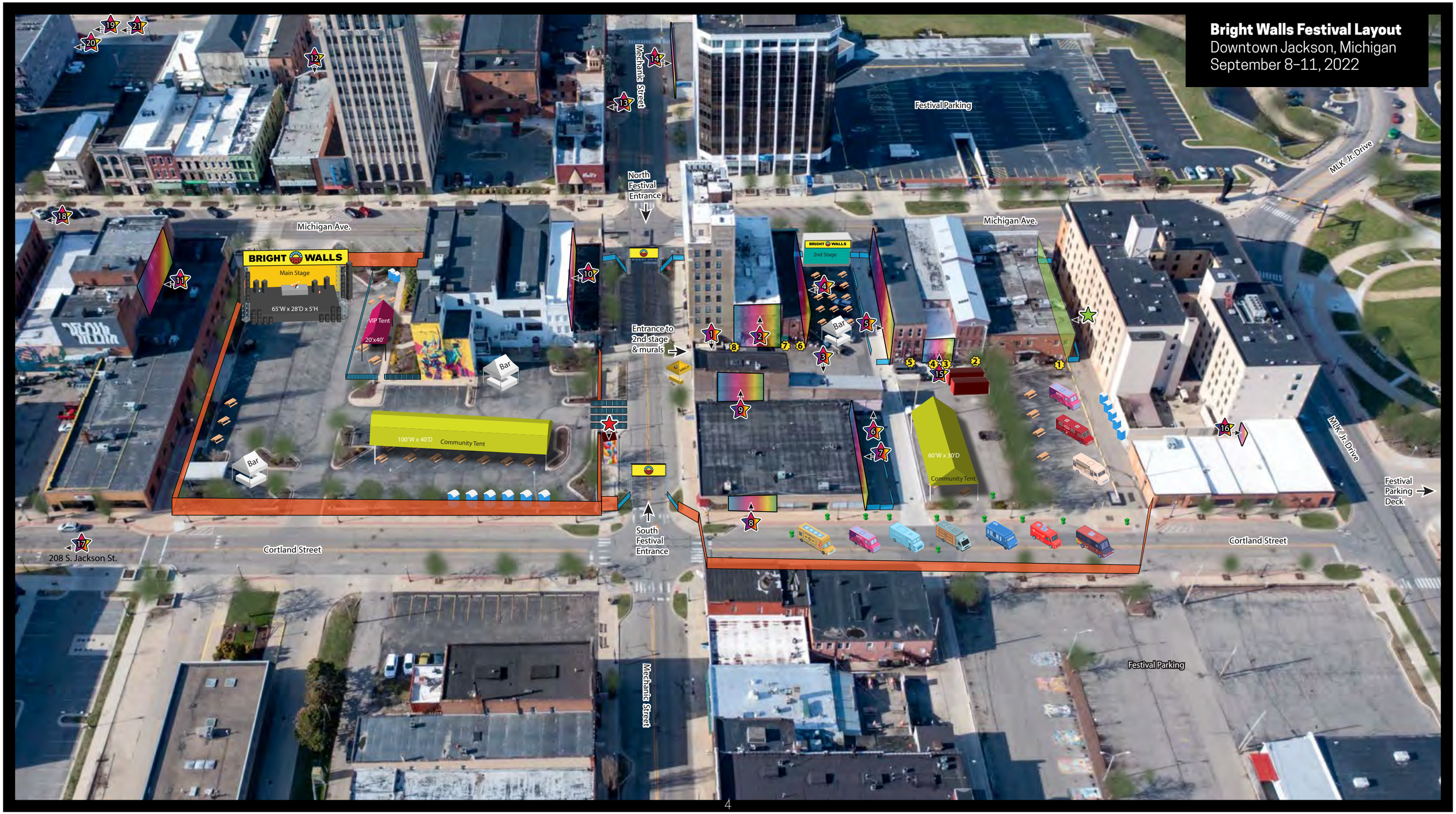
09/08/2022 **Festival Start**

Request: Police Escort for Dog Parade

09/12/2022 **Festival Tear Down**

Request: Pickup any city property (road closed signs, cones, tables, bleachers)

The 2022 Festival Map



JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: August 9, 2022

SUBJECT: Second Reading/Final Adoption Ordinance No. 2022-06

RECOMMENDATION:

Approve the second reading/final adoption of an ordinance amending Chapter 2 of the Jackson Code of Ordinance in order to reduce the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) members to nine (9) members.

Ordinance No. 2022-06 was advanced to a second reading at the July 12, 2022 Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND THE NUMBER OF MEMBERS OF THE BOARD OF TRUSTEES OF THE CITY OF JACKSON EMPLOYEE RETIREMENT SYSTEM UNDER CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT SYSTEM, BY REVISING SECTION 2-528 OF THE CITY OF JACKSON CODE OF ORDINANCES.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) members to nine (9) members.

Section 2. That Section 2-528 Article VI of Chapter 2, Administration Article VI, Retirement System, Section 2-528 of the City of Jackson Code of Ordinances be amended as follows:

Sec. 2-528. Board of trustees—Responsibilities and duties; composition.

(a) The general authority for administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement system is hereby vested in a board of trustees.

(b) The board of trustees shall consist of the following nine (9) persons:

(1) The mayor or his or her designated representative.

(2) A member of the city council who shall be selected by the city council to serve at the pleasure of the city council.

(3) The city manager.

(4) The city clerk.

(5) A person who is an elector of the city and who is not a member, retirant or beneficiary appointed by the city council.

(6) Four (4) members of the retirement system elected by the members of the retirement system. Not more than two (2) of these four (4) shall be from any one (1) city division or department. Elections of member trustees shall be held in accordance with rules adopted by the board of trustees.

Section 3. Effective Date.

This amended Ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2022-06 was adopted by the Jackson City Council on the 9th day of August, 2022 and a summary published on August 14, 2022.

_____

Daniel Mahoney, Mayor

_____

Andrea Muray, City Clerk

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND THE NUMBER OF MEMBERS OF THE BOARD OF TRUSTEES OF THE CITY OF JACKSON EMPLOYEE RETIREMENT SYSTEM UNDER CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT SYSTEM, BY REVISING SECTION 2-528 OF THE CITY OF JACKSON CODE OF ORDINANCES.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the number of members of the Board of Trustees of the City of Jackson Retirement System from thirteen (13) members to nine (9) members.

Section 2. That Section 2-528 Article VI of Chapter 2, Administration Article VI, Retirement System, Section 2-528 of the City of Jackson Code of Ordinances be amended as follows:

Sec. 2-528. Board of trustees—Responsibilities and duties; composition.

(a) The general authority for administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement system is hereby vested in a board of trustees.

(b) The board of trustees shall consist of the following nine ~~thirteen~~ (9~~13~~) persons:

(1) The mayor or his or her designated representative.

(2) A member of the city council who shall be selected by the city council to serve at the pleasure of the city council.

(3) The city manager.

(4) The city clerk.

(5) A person who is an elector of the city and who is not a member, retirant or beneficiary appointed by the city council.

(6) Four (4) members of the retirement system elected by the members of the retirement system. Not more than two (2) of these four (4) shall be from any one (1) city division or department. Elections of member trustees shall be held in accordance with rules adopted by the board of trustees.

~~(7) The finance director of the city.~~

~~(8) An appointed official of the city selected by the city council to serve at the pleasure of the city council.~~

~~(9) Two (2) members of the retirement system appointed by the city manager. These two shall not be from the same division or department.~~

Section 3. Effective Date.

This amended Ordinance takes effect thirty (30) days from the date of adoption.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: August 9, 2022

SUBJECT: Second Reading/Final Adoption Ordinance No. 514

RECOMMENDATION:

Approve the second reading/final adoption of Ordinance No. 514 regulating nonunion pay for City of Jackson employees.

Ordinance No. 514 was advanced to a second reading at the July 12, 2022 Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

Ordinance No. 514

AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF JACKSON

THE CITY OF JACKSON ORDAINS:

Section1: Definition. For purposes of this ordinance, the term "Administrative and Supervisory Employees" shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2022, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached "Schedule I, Administrative and Supervisory Employee Pay Rates," according to the employees appropriate step rate within the Class Grade assigned the individual's classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2022. Employees whose wages are "red-circled" in accordance with Article XI – Compensation, Section XI-1, Salary Schedules of the Personnel Policy shall not receive annual increases granted by City Council ordinances for compensation to employees.

Section 4: Repeal. Ordinance 510 is hereby repealed as of July 1, 2022.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

******

The foregoing Ordinance No. 514 was adopted by the Jackson City Council on August 9, 2022 and a summary was published on August 14, 2022.

_____

Daniel Mahoney, Mayor

_____

Andrea Muray, City Clerk

SCHEDULE I
Administrative and Supervisory Employee
Pay Rates

Effective: **7/1/2022**
Increase: **3.00%**

Class Grade	Pay Basis	Minimum Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Maximum Step 10
4	Annual	39,143	39,810	40,474	41,844	43,266	44,734	46,253	47,820	49,446	51,121	52,858
	Bi-Weekly	1,505.50	1,531.15	1,556.69	1,609.38	1,664.08	1,720.54	1,778.96	1,839.23	1,901.77	1,966.19	2,033.00
	Hourly	18.8188	19.1394	19.4586	20.1173	20.8010	21.5068	22.2370	22.9904	23.7721	24.5774	25.4125
5	Annual	41,385	42,090	42,793	44,239	45,733	47,284	48,881	50,541	52,253	54,019	55,849
	Bi-Weekly	1,591.73	1,618.85	1,645.88	1,701.50	1,758.96	1,818.62	1,880.04	1,943.88	2,009.73	2,077.65	2,148.04
	Hourly	19.8966	20.2356	20.5735	21.2688	21.9870	22.7328	23.5005	24.2985	25.1216	25.9706	26.8505
6	Annual	43,632	44,368	45,105	46,631	48,205	49,833	51,520	53,259	55,060	56,916	58,840
	Bi-Weekly	1,678.15	1,706.46	1,734.81	1,793.50	1,854.04	1,916.65	1,981.54	2,048.42	2,117.69	2,189.08	2,263.08
	Hourly	20.9769	21.3308	21.6851	22.4188	23.1755	23.9581	24.7693	25.6053	26.4711	27.3635	28.2885
7	Annual	46,123	46,910	47,693	49,319	50,995	52,734	54,524	56,382	58,293	60,280	62,334
	Bi-Weekly	1,773.96	1,804.23	1,834.35	1,896.88	1,961.35	2,028.23	2,097.08	2,168.54	2,242.04	2,318.46	2,397.46
	Hourly	22.1745	22.5529	22.9294	23.7110	24.5169	25.3529	26.2135	27.1068	28.0255	28.9808	29.9683
8	Annual	48,865	49,699	50,531	52,255	54,038	55,879	57,781	59,751	61,786	63,893	66,075
	Bi-Weekly	1,879.42	1,911.50	1,943.50	2,009.81	2,078.38	2,149.19	2,222.35	2,298.12	2,376.38	2,457.42	2,541.35
	Hourly	23.4928	23.8938	24.2938	25.1226	25.9798	26.8649	27.7794	28.7265	29.7048	30.7178	31.7669
9	Annual	50,615	51,576	52,539	54,536	56,609	58,758	60,990	63,316	65,715	68,214	70,808
	Bi-Weekly	1,946.73	1,983.69	2,020.73	2,097.54	2,177.27	2,259.92	2,345.77	2,435.23	2,527.50	2,623.62	2,723.38
	Hourly	24.3341	24.7961	25.2591	26.2193	27.2159	28.2490	29.3221	30.4404	31.5938	32.7953	34.0423
10	Annual	54,104	55,137	56,166	58,312	60,542	62,846	65,251	67,741	70,325	73,011	75,795
	Bi-Weekly	2,080.92	2,120.65	2,160.23	2,242.77	2,328.54	2,417.15	2,509.65	2,605.42	2,704.81	2,808.12	2,915.19
	Hourly	26.0115	26.5081	27.0029	28.0346	29.1068	30.2144	31.3706	32.5678	33.8101	35.1015	36.4399
11	Annual	57,595	58,688	59,778	62,053	64,403	66,847	69,385	72,017	74,749	77,588	80,533
	Bi-Weekly	2,215.19	2,257.23	2,299.15	2,386.65	2,477.04	2,571.04	2,668.65	2,769.88	2,874.96	2,984.15	3,097.42
	Hourly	27.6899	28.2154	28.7394	29.8331	30.9630	32.1380	33.3581	34.6235	35.9370	37.3019	38.7178
12	Annual	61,337	62,498	63,662	66,080	68,589	71,188	73,894	76,698	79,611	82,635	85,771
	Bi-Weekly	2,359.12	2,403.77	2,448.54	2,541.54	2,638.04	2,738.00	2,842.08	2,949.92	3,061.96	3,178.27	3,298.88
	Hourly	29.4890	30.0471	30.6068	31.7693	32.9755	34.2250	35.5260	36.8740	38.2745	39.7284	41.2360
13	Annual	65,320	66,569	67,818	70,407	73,088	75,880	78,773	81,780	84,900	88,140	91,501
	Bi-Weekly	2,512.31	2,560.35	2,608.38	2,707.96	2,811.08	2,918.46	3,029.73	3,145.38	3,265.38	3,390.00	3,519.27
	Hourly	31.4039	32.0044	32.6048	33.8495	35.1385	36.4808	37.8716	39.3173	40.8173	42.3750	43.9909
14	Annual	69,315	70,631	71,949	74,689	77,526	80,476	83,529	86,715	90,013	93,433	96,987
	Bi-Weekly	2,665.96	2,716.58	2,767.27	2,872.65	2,981.77	3,095.23	3,212.65	3,335.19	3,462.04	3,593.58	3,730.27
	Hourly	33.3245	33.9573	34.5909	35.9081	37.2721	38.6904	40.1581	41.6899	43.2755	44.9198	46.6284
15	Annual	73,056	74,441	75,828	78,716	81,708	84,821	88,044	91,394	94,873	98,479	102,229
	Bi-Weekly	2,809.85	2,863.12	2,916.46	3,027.54	3,142.62	3,262.35	3,386.31	3,515.15	3,648.96	3,787.65	3,931.88
	Hourly	35.1231	35.7890	36.4558	37.8443	39.2828	40.7794	42.3289	43.9394	45.6120	47.3456	49.1485

Class Grade	Pay Basis	Minimum Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Maximum Step 10
16	Annual	76,794	78,254	79,715	82,749	85,897	89,164	92,552	96,073	99,729	103,521	107,459
	Bi-Weekly	2,953.62	3,009.77	3,065.96	3,182.65	3,303.73	3,429.38	3,559.69	3,695.12	3,835.73	3,981.58	4,133.04
	Hourly	36.9203	37.6221	38.3245	39.7831	41.2966	42.8673	44.4961	46.1890	47.9466	49.7698	51.6630
17	Annual	80,533	82,064	83,595	86,778	90,071	93,504	97,059	100,755	104,588	108,566	112,694
	Bi-Weekly	3,097.42	3,156.31	3,215.19	3,337.62	3,464.27	3,596.31	3,733.04	3,875.19	4,022.62	4,175.62	4,334.38
	Hourly	38.7178	39.4539	40.1899	41.7203	43.3034	44.9539	46.6630	48.4399	50.2828	52.1953	54.1798
18	Annual	84,524	86,137	87,749	91,099	94,580	98,190	101,941	105,837	109,879	114,077	118,431
	Bi-Weekly	3,250.92	3,312.96	3,374.96	3,503.81	3,637.69	3,776.54	3,920.81	4,070.65	4,226.12	4,387.58	4,555.04
	Hourly	40.6365	41.4120	42.1870	43.7976	45.4711	47.2068	49.0101	50.8831	52.8265	54.8448	56.9380
19	Annual	89,260	90,956	92,654	96,179	99,841	103,639	107,581	111,677	115,924	120,333	124,910
	Bi-Weekly	3,433.08	3,498.31	3,563.62	3,699.19	3,840.04	3,986.12	4,137.73	4,295.27	4,458.62	4,628.19	4,804.23
	Hourly	42.9135	43.7289	44.5453	46.2399	48.0005	49.8265	51.7216	53.6909	55.7328	57.8524	60.0529
20	Annual	93,998	95,791	97,584	101,304	105,164	109,175	113,340	117,662	122,152	126,806	131,644
	Bi-Weekly	3,615.31	3,684.27	3,753.23	3,896.31	4,044.77	4,199.04	4,359.23	4,525.46	4,698.15	4,877.15	5,063.23
	Hourly	45.1914	46.0534	46.9154	48.7039	50.5596	52.4880	54.4904	56.5683	58.7269	60.9644	63.2904
21	Annual	127,308	130,491	133,673	136,856	140,039	143,222	146,404	149,587	152,770	155,952	159,135
	Bi-Weekly	4,896.46	5,018.88	5,141.27	5,263.69	5,386.12	5,508.54	5,630.92	5,753.35	5,875.77	5,998.15	6,120.58
	Hourly	61.2058	62.7360	64.2659	65.7961	67.3265	68.8568	70.3865	71.9169	73.4471	74.9769	76.5073
22	Annual	138,129	144,190	148,829	154,482	160,351	166,448	172,772	179,337	186,153	193,226	200,689
	Bi-Weekly	5,312.65	5,545.77	5,724.19	5,941.62	6,167.35	6,401.85	6,645.08	6,897.58	7,159.73	7,431.77	7,718.81
	Hourly	66.4081	69.3221	71.5524	74.2703	77.0919	80.0231	83.0635	86.2198	89.4966	92.8971	96.4851

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: August 9, 2022 City Council Meeting

SUBJECT: APPROVE First Reading of Ordinance amending the boundaries of the Martin Luther King Corridor Improvement Authority.

RECOMMENDATION: Consider First Reading of amendment to City Code Chapter 2, Article II, Division 15, Sec. 2-407 amending the boundaries of the Martin Luther King Corridor Improvement Authority.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – August 9, 2022

RECOMMENDATION: Consider First Reading of amendment to City Code Chapter 2, Article II, Division 15, Sec. 2-407 amending the boundaries of the Martin Luther King Corridor Improvement Authority.

SUMMARY

Attached is a proposed redlined and clean copy of an Ordinance amending Chapter 2, Article II, Division 15, Sec. 2-407 to modify the boundaries of the Martin Luther King Corridor Improvement Authority ("MLKCIA"). The proposed development area boundaries were recommended by the MLKCIA Board of Directors; the proposed revised map approved by prior City Council Resolution; and the required public hearing on the boundary amendments held on July 12, 2022.

HISTORY, BACKGROUND and DISCUSSION

On August 11, 2020, City Council held a public hearing regarding the establishment of a Corridor Improvement Authority ("Authority") along the Martin Luther King Drive Corridor. Subsequently, on October 13, 2020, Council adopted a Resolution that established the MLKCIA. Ordinance 2020-18, which was adopted by Council on October 27, 2020, established the boundaries of the MLKCIA and also created a Board of Directors to pass bylaws and oversee development within the Authority. The MLKCIA Board of Directors has recommended that the boundaries of the MLKCIA be amended to include the areas outlined on the revised Ordinance. City Council conducted a public hearing on July 12, 2022 to receive input from the public on the revised boundaries and there was no public comment in opposition. Pursuant to MCL §125.4606(4), City Council has the authority to amend the boundaries of a Corridor Improvement Authority as it deems appropriate.

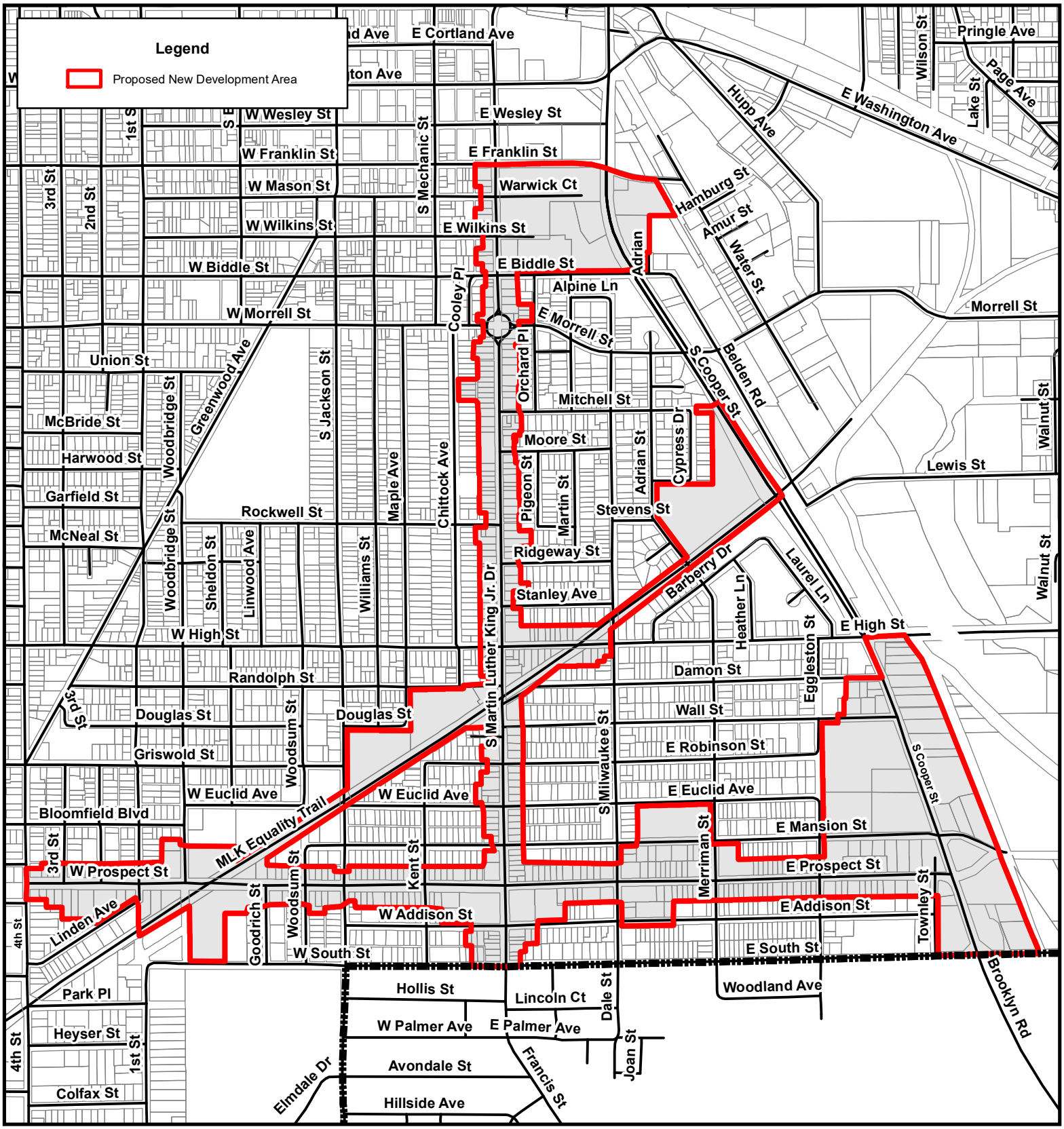
POSITION

It is recommended that City Council adopt the attached Ordinance for first reading, revising the boundaries of the MLKCIA.

Attachments: Proposed redlined and clean copy of ordinance amending the Martin Luther King Corridor Improvement Authority boundaries; and
MLKCIA amended boundary map

MARTIN LUTHER KING JR. CORRIDOR IMPROVEMENT AUTHORITY (MLKCIA)

MLKCIA - PROPOSED AMENDED DEVELOPMENT AREA



N
W E
S

JACKSON
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0 500 1,000 1,500 2,000
Feet

Date Prepared: June 15th, 2022

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 2, ARTICLE II, DIVISION 15, SEC. 2-407, DESCRIPTION OF DEVELOPMENT AREA, AMENDING THE BOUNDARIES OF THE MARTIN LUTHER KING JR. COORIDOR IMPROVEMENT AUTHORITY.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the boundaries of the Martin Luther King Jr. Corridor Improvement Authority ("MLK CIA") as recommended by the MLK CIA Board and after public hearing.

Section 2. That Chapter 2, Article II, Division 15, Sec. 2-407, Description of Development Area of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 2-407. Description of development area.

The development area shall consist of the territory in the city described as follows, subject to such changes as may hereinafter be made pursuant to this division and Act 57:

~~**Martin Luther King Jr. Drive West Side Franklin to Mason**~~

~~East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.~~

~~**Mason to Wilkins**~~

~~West 49.5 ft of Lots 11 & 12, also east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.~~

~~**Wilkins to Biddle**~~

~~West 49.5 ft of Lots 11 & 12, also Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.~~

~~**Biddle to Morrell**~~

~~East 45 ft of Lot 17, all of Lots 18-22 and the east ½ of Lot 23 of Cooley Place.~~

~~**Morrell to Rockwell**~~

~~Commencing at the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 88 ft, thence south 66 ft, thence west 27.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.~~

~~**Rockwell to High**~~

~~Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson except the west 36 ft of Lot 5 and the north 13 ft of the west 36 ft of Lot 6 of Block 2.~~

~~Lots 1-5 of Pennington's Addition to the City of Jackson.~~

~~**High to RR ROW**~~

~~Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning. Block 20 exc the north 306.25 ft of the west 396.3 ft, also Block 29 and the vacated portion of Woodsum Street south of the south line of Euclid Street and north of the north line of the Airline Division of the MCRR Co. all part of Prospect Addition to the City of Jackson.~~

~~**South of RR along Prospect North Side**~~

~~Commencing at the southeast corner of Block 5 thence north 115.5 ft, thence west 280 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.~~

~~**Woodsum to Jackson**~~

~~Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.~~

~~**Jackson to Kent**~~

~~Lots 13-24, Block 6 Harmon Addition to the City of Jackson.~~

~~**Kent to Martin Luther King Jr. Drive**~~

~~Lots 7-14 Block 5 Harmon Addition to the City of Jackson.~~

~~**South of RR along Prospect South Side**~~

~~Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson, thence south along the west line of Goodrich to the north line of South Street, thence west along the said north line to the point of beginning.~~

~~**Goodrich to Jackson**~~

~~All of Block 16 and Lots 1-4 Block 17 Prospect Addition to the City of Jackson.~~

~~**Jackson to Kent**~~

~~Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.~~

~~**Kent to Martin Luther King Jr. Drive**~~

~~Lots 1-2 and 15-23 Block 4 Harmon's Addition to the City of Jackson.~~

~~**On Martin Luther King Jr. Drive to South Street**~~

~~East 90 ft of Lot 1 and Lots 2-5 Block 1 Harmon's Addition to the City of Jackson.~~

~~**Martin Luther King Jr. Drive - High to Prospect West Side**~~

~~Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Lot~~

1 McCuen's Subdivision. Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect

Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south 51.83 ft, thence easterly to the point of beginning. East 94 ft of Lot 1, Lots 2-5 Sheap's Addition to the City of Jackson except a triangular parcel of Lot 5 described as commencing at the northeast corner of Lot 5, thence west 150 ft, thence south 2 ft 9 inches, thence easterly to the point of beginning. Lots 1-4 and the east ½ of Lot 5 Block 8 Harmon's Addition to the City of Jackson.

Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive East Side

All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of S. Cooper Street. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 76.9 ft, thence west 40 ft, thence south 66 ft, thence west 100.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Lot 20 Orchard Place except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. South 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Lots 31-34 Orchard Place.

To Mitchell

West 105.7 ft of Lot 1, Lot 2, north 35 ft 8 inches of Lot 3 & west 91.7 ft of Lots 3 & 4 of Block 4 Moore's Addition to the City of Jackson. Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft, thence west 223 ft, thence south 231 ft to the point of beginning. Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

Damon to Wall

Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk also the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson

Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion

Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect - North Side to Milwaukee

Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

~~**Prospect to Addison - South Side to Milwaukee**~~

~~Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.~~

~~**Addison to South**~~

~~Lots 1-4 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4. Commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.~~

~~**High to Damon**~~

~~All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 234.1 feet to the point of beginning of this description, thence north to the southerly line of the old railroad right of way, thence southwesterly along said right of way to the north line of said Block 1, thence east along said north line Block 1 to the point of beginning.~~

~~**Prospect - Milwaukee to Merriman**~~

~~(North) Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19 & 22 Block 8 Francis Street Addition to the City of Jackson. (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson.~~

~~**Prospect - Merriman to Eggleston**~~

~~(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.~~

~~**Prospect - Eggleston to S. Cooper**~~

~~(North) Lots 1, 2 & 6-18 John I Breck's Little Farms Subdivision also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision thence east along the north line of Prospect Street to the westerly line of S. Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.~~

~~**Prospect - Eggleston to S. Cooper**~~

~~(South) Lots 19-27 John I Breck's Little Farms Subdivision also a parcel of land commencing at a point on the east line of Townley Street 382.77 ft north of the north line of South Street, thence east 139.08 ft to the west line of Fargo Road, thence N 72° 57' W along the west line of Fargo Road 90.15 ft, thence on a 31 deg 4 min curve to the left 10 ft to the point of beginning of this description, thence continuing on said curve to the left to the intersection of the east side of Townley Street with the south side of Fargo Road, thence south along the east side of Townley Street 135.42 ft, thence east to the point of beginning.~~

~~**S. Cooper - Franklin to Morrell**~~

~~Commencing at the intersection of the east line of S. Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 208.53 ft, said curve having a radius of 1076.56 ft delta angle of 11° 05' 53" and a chord of 208.20 ft bearing S 05° 50' 59" E, thence N 89° 31' 24" E 481.79 ft, thence N 29° 49' 28" W 291.64 ft to the south line of Franklin Street, thence west along said south line to the point of beginning. Southerly 42.8 ft of Lots 12 & 13 and all of Lots 14-22 Block 10 Grand River Addition to the City of Jackson except that portion sold for state highway purposes. Lot 2 Block 1 Knapp's Addition to the City of Jackson except that portion sold for state highway purposes. All of the land lying south of Biddle Street, north of Morrell Street, west of Belden Road and east of S. Cooper Street (formerly Airline Drive). Lot 9 except the west 114 ft Block 9 Grand River Addition to the City of Jackson, also the east 18 ft of Lot 1, all of Lots 2-6 and the north 47.12 ft of Lot 7 Block~~

6 Knapp's Addition to the City of Jackson, also a strip of land formerly part of NYCRR and described as commencing at the northeast corner of Lot 3 Block 6 Knapp's Addition to the City of Jackson thence running northeasterly along the north line of said Lot 3 extended 56 ft, thence southeasterly parallel to the east line of Block 6 126 ft, thence southwesterly parallel to the north line of said Lot 3 10 ft, thence southeasterly parallel to the east line of Block 6 185.72 ft, thence southwesterly parallel to the north line of Lot 3 46 ft to the east line of Block 6, thence northwesterly along the east line of Block 6 to the point of beginning. Commencing at a point on the south line of Biddle Street 132 ft east of the east line of Martin Luther King Jr. Drive (formerly Francis Street), thence south 102.5 ft, thence east 65.75 ft, thence south 0.5 ft, thence east 65.75 ft, thence north 103 ft to the south line of Biddle Street, thence west to the point of beginning. Commencing at a point on the south line of Biddle Street 300.02 ft east of the east line of Martin Luther King Jr. Drive (formerly Francis Street), thence east along said south line 46.75 ft, thence south 132 ft, thence west 46.7 ft, thence north 132 ft to the point of beginning. Commencing at a point on the south line of Biddle Street 66 ft west of the west line of Lot 1 Block 16 Knapp's Addition to the City of Jackson, thence east 57.5 ft, thence south 123.75 ft, thence west 57.5 ft, thence north 123.75 ft to the point of beginning. West 35.5 ft of Lots 1 & 2 Block 16 Knapp's Addition to the City of Jackson and a parcel of land commencing at the northwest corner of said Lot 1, thence south 132 ft, thence west 8.5 ft, thence north 132 ft, thence east 8.5 ft to the point of beginning. East 96.5 ft of Lot 1 and the north 10.46 ft of the east 96.5 ft of Lot 2 Block 16 Knapp's Addition to the City of Jackson. Lots 68, 69 & 72 Jackson Urban Renewal Replat No. 4. Lot 2 Block 13 Knapp's Addition to the City of Jackson.

S. Cooper - Morrell to High

Lots 52-55 Jackson Urban Renewal Replat No. 4. Lots 37-42 Jackson Urban Renewal Replat No. 3. Lot 16 Jackson Urban Renewal Replat No. 2. Lot 50 except that portion to be used for state highway, Jackson Urban Renewal Replat No. 3. Block 1 Root's South Addition to the City of Jackson. Commencing at a point on the south line of Lewis Street 10 ft westerly measured at right angle from the center line of NYCRR Co Jackson Main Branch Track, thence southerly parallel to and at an equal distance from said track 129 ft to a point, thence southerly and parallel to and10 ft westerly measured at right angle from the center line of the Cincinnati Northern Railroad (CNRR) Track 173 ft to a point, thence continuing southerly to a point on the westerly line of the CNRR right of way at a point 87 ft north of the south line of Section 2, T3S, R1W measured at right angles to south line of Section 2 which is the north line of High Street, thence west along the north line of High Street to the west line of Belden Road (now vacated), thence northwesterly along the west line of Belden Road to a point 143 ft north of the south line of Section 2 measured at right angles, thence west parallel to the south line of Section 2 to the east line of S. Cooper Street (formerly Airline Drive) thence northwesterly along the east line of S. Cooper Street to the south line of Southside Addition to the City of Jackson, thence east 54.66 ft to the west line of Belden Road, thence northwesterly along the west line of Belden Road to the south line of Lewis Street, thence east along the south line of Lewis Street to the point of beginning.

S. Cooper - High to Prospect

Commencing at a point on the south line of High Street 72.31 ft east of the east line of Eggleston Street, thence south 132 ft, thence east 42.17 ft, thence south 132 ft to the north line of Damon Street, thence east to the westerly line of S. Cooper Street (formerly Airline Drive), thence northerly along said westerly line to the south line of High Street, thence west along the south line of High Street to the point of beginning. Commencing at a point 363 ft south and 406.56 ft east of the N ¼ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 82.2 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of S. Cooper Street, thence northwesterly along the west line of S. Cooper Street to the south line of Damon Street, thence west to the point of beginning. Commencing at the intersection of the south line of Wall Street and the east line of Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of S. Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of S. Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion

~~Street, thence S 88° 47' W 505.38 ft along the north line of Mansion Street, thence N 0° 32' W 334.17 ft, thence S 88° 47' W 385.57 ft to the east line of Eggleston Street, thence N 0° 32' W 590.76 ft to the point of beginning. Commencing at the intersection of the south line of High Street with the east line of S. Cooper Street (formerly Airline Drive), thence east along the south line of High Street to the center line of vacated Belden Road, thence south along said center line to the easterly line of S. Cooper Street, thence northwesterly along the easterly line of S. Cooper Street to the point of beginning. Commencing at a point on the center line of vacated Belden Road 214.5 ft south of the north line of Section 11, T3S, R1W, thence east to the westerly line of the Cincinnati Northern Railroad (CNRR), thence southerly along the westerly line of the CNRR to a point 478.5 ft south of the north line of Section 11, thence east to the westerly line of LS & MS RR, thence southerly along the westerly line of LS & MS RR to a point 684.42 ft south of the north line of Section 11, thence west to the westerly line of CNRR, thence southerly along the westerly line of CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the center line of Belden Road, thence northerly along said center line to the point of beginning, except land sold to CNRR and except land for state highway purposes. Commencing on the easterly line of S. Cooper Street (formerly Airline Drive), at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the Cincinnati Northern Railroad (CNRR), thence S 19° 33'E 357.86 ft, thence S 70° 27' W 150 ft, thence S 45° 59' W 97.34 ft, thence west 157.3 ft to the east line of S. Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Commencing at the intersection of the center line of Mansion Street relocated with the east line of S. Cooper Street (formerly Airline Drive), thence north 18° 31' 03" W 86.8 ft along the east line of S. Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this description, thence N 18° 31' 03" W 175 ft along the east line of S. Cooper Street, thence N 88° 48' 05" E 150 ft, thence S 18° 31' 03" E 227.25 ft to the north line of Mansion Street relocated, thence S 88° 48' 05" W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05' 18" W to the point of beginning. Commencing at the intersection of the south line of Mansion Street relocated and the east line of S. Cooper Street (formerly Airline Drive), thence southeasterly along the east line of S. Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Commencing at a point 1336.8 ft east of the N & S ¼ line of Section 11, T3S, R1W, and 33 ft north of the E & W ¼ line of Section 11, thence N 17° 59' W 410 ft along the east line of Fargo Road to the point of beginning of this description, thence northwesterly along the east line of Fargo Road to the south line of Prospect Street unopened as described in L382 P381 of deeds, thence northeasterly along the south line of Prospect Street unopened to the westerly line of Cincinnati Northern Railroad (CNRR) right of way, thence southeasterly along the westerly line of CNRR 414.94 ft, thence westerly 419.56 ft to the point of beginning except that portion for state highway purposes.~~

Martin Luther King Jr. Drive West Side

Franklin to Mason
East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins
West 49.5 ft of Lots 11 & 12 and the east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle
West 49.5 ft of Lots 11 & 12 and Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell

Lots 20-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell

Commencing at a point 66 ft south of the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 115.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One and Lots 5-8, Block 2 of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High

Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson. Also Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW

Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Prospect, North Side from Fourth Street

Lots 7-9 and the south 70.5 feet of Lots 10 and 11 of Block 32 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 31 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 5 Prospect Addition to the City of Jackson. Also Lots 5-12 of Block 4 Prospect Addition to the City of Jackson. Also commencing at the intersection of the north line of Prospect Street with the east line of Woodbridge Street thence east 167.02 feet along the north line of Prospect Street to the northwesterly line of the Airline Division of the MCRR Co. thence N57°25'40" E 266 ft more or less along the northwesterly line of said RR thence north 130 feet more or less thence west to a point on the east line of Woodbridge Street being 271.07 feet north of the north line of Prospect Street thence south to the point of beginning, being part of Block 20 Prospect Addition to the City of Jackson.

South of RR along Prospect North Side

Commencing at the southeast corner of Block 25 thence north 115.5 ft, thence west 211.2 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodsum to Jackson

Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

Prospect south side from Fourth Street

Commencing at the intersection of the south line of Prospect Street and the east line of Fourth Street thence south 82.5 ft thence east 132 ft thence south 66 ft thence east 132 ft thence south 99 ft to the south line of Block 6 Sabin's Addition to the City of Jackson thence east 198 ft to the southeast corner of Lot 32 Block 6 Sabin's Addition to the City of Jackson thence south to the northerly line of Linden Avenue thence northeasterly along the north line of Linden Avenue to the west line of First Street thence north along the west line of First Street to the south line of Prospect Street thence west along the south line of Prospect Street to the point of beginning. Also Block 8 Prospect Addition to the City of Jackson.

South of RR along Prospect South Side

Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson thence S 0°24'35"E along the west line of Goodrich Street 132.86 feet thence N 89°19'W 132 ft thence S 0°24'35" E 50 ft thence N 89°19'W 183.61 ft thence S 0°24'35" E 400 ft to the north line of South Street thence N 89°19'W 292.41 ft to the point of beginning.

Goodrich to Jackson

Lots 1-5 Block 16 and Lots 1-6 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 1-12 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street

Lot 1-7 and Lots 21-23 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Robinson West Side

Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Also Lot 1 McCuen's Subdivision. Also Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Also commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect

Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south to the northwest corner of Lot 5, thence easterly to the point of beginning. Also Lots 2-5 and the east 94 ft of Lot 1, Sheap's Addition to the City of Jackson. Lots 1-5 Block 8 Harmon's Addition to the City of Jackson. Also Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive - East Side

Franklin to Mitchell Street

All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of South Cooper Street. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132

ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 142.9 ft, thence west 140.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Also Lots 17-19 Orchard Place in the City of Jackson. Also Lot 20 Orchard Place in the City of Jackson except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. Also south 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Also Lots 31- 34 Orchard Place.

Mitchell to High Street

Lots 1-4 and the west 15 ft of Lot 6 Block A Moore's Addition to the City of Jackson except the east 48.55 ft of the south 30 ft 4 in of Lot 3, the east 38.55 ft of the north 19.17 ft of Lot 4 and the east 48.55 ft of the south 46.83 of Lot 4. Also Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft, thence west 223 ft, thence south 231 ft to the point of beginning. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Also Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Also land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

High to Damon

All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Also commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 110 feet to the point of beginning of this description, thence west to the southerly line of the old railroad right of way, thence northeasterly along said right of way to the south line of High Street, thence east along said south line to the west line of Milwaukee Street, thence south 68.5 ft, thence west 55 ft, thence south 40 ft, thence west 55 ft, thence south 40 ft to the point of beginning. Also commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

Damon to Wall

Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk and the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson

Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion

Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect – North Side to Milwaukee

Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison – South Side to Milwaukee

Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South
Lots 1-4 and 6-7 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4.

Prospect – Milwaukee to Merriman
(North) Block 8 Francis Street Addition to the City of Jackson. Also Lots 1-12 and 18-29 Bock 7 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson. Also Lots 108-118 South Gardens Subdivision.

Prospect – Merriman to Eggleston
(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to South Cooper Street
(North) Lots 1-18 John I Breck's Little Farms Subdivision in the City of Jackson. Also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision in the City of Jackson thence east along the north line of Prospect Street to the westerly line of South Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to South Cooper Street
(South) Lots 19-27 John I Breck's Little Farms Subdivision in the City of Jackson. Also all of the land east of Townley Street, west of South Cooper Street (formerly Airline Drive) north of South Street and south of Prospect Street.

South Cooper Street – Franklin to Biddle
Commencing at the intersection of the east line of South Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 607.54 ft, said curve having a radius of 1076.56 ft and a chord of 599.51 ft bearing S 15° 16' 29" E, thence S 32°39'50" E 112.61 ft to the north line of Biddle Street thence east to the west line of Adrian Street, thence north along the west line of Adrian Street 140 ft. thence east 33 ft north to a point 42.8 ft north of the south line of Lot 12 Block 10 of Grand River Addition Part One, thence east to a point that is N89°31'24" E 481.79 ft from the east line of South Cooper Street thence N29°49'28"W 291.64 ft to the south line of Franklin Street thence west along said south line to the point of beginning.

South Cooper Street (formerly Arline Drive) – Morrell to High
Lots 37-42 Jackson Urban Renewal Replat No.3.

South Cooper Street (formerly Airline Drive) – West Side

Damon to Mansion
Commencing at a point 363 ft south and 345.84 ft east of the N ¼ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 13.62 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of South Cooper Street, thence northwesterly along the west line of South Cooper Street to the south line of Damon Street, thence west to the point of beginning. Also commencing at the intersection of the south line of Wall Street and the east line of Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of South Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of South Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion Street, thence

S 88° 47’ W 890.95 ft along the north line of Mansion Street to the east line of Eggleston Street, thence N 0° 32’ W 924.93 ft to the point of beginning.

South Cooper Street (formerly Airline Drive) –East Side

High to South

Commencing at the intersection of the south line of High Street with the east line of South Cooper Street, thence east along the south line of High Street to the Westerly line of the Cincinnati Northern Railroad (CNRR) thence southerly along the westerly line of the CNRR to a point 313.5 ft south of the north line of Section 11, T3S, R1W, thence east to the easterly line of South Cooper Street, thence north along said easterly line to the point of beginning. Also beginning at the north ¼ post of Section 11, T3S, R1W, thence east along the north line of said section 594 ft to the east line of Belden Street (now South Cooper Street) thence south along said east line 313.5 ft to the point of beginning of this description thence east parallel with the north line of Section 11 to the westerly line of the CNRR, thence southerly along the westerly line of the CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the east line of South Cooper Street, thence northerly along said east line to the point of beginning, except land sold to the CNRR. Also commencing on the easterly line of South Cooper Street at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the CNRR, thence S 19° 33’E 357.86 ft, thence S 70° 27’ W 150 ft, thence S 45° 59’ W 97.34 ft, thence west 157.3 ft to the east line of South Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Also commencing at the intersection of the center line of Mansion Street relocated with the east line of South Cooper Street, thence N 18° 31’ 03” W 86.8 ft along the east line of South Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this description, thence N 18° 31’ 03” W 175 ft along the east line of South Cooper Street, thence N 88° 48’ 05” E 150 ft, thence N 45° 59’ E 97.34 ft, thence N 70° 27’E 150 ft to the westerly line of the CNRR thence southeasterly along the westerly line of the CNRR to the north line of Mansion Street, thence northwesterly along the north line of Mansion Street 214.51 ft, thence N 63° 55’W 138.92 ft along said north line, thence S 88° 48’ 05” W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05’ 18” W to the point of beginning. Also commencing at the intersection of the south line of Mansion Street relocated and the east line of South Cooper Street, thence southeasterly along the east line of South Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Also all land east of South Cooper Street, west of the CNRR right of way, south of Prospect Street unopened and north of South Street.

Adjacent Right of Ways

Included in the land area is the street right of ways adjacent to the parcels described above. Also the MLK Equality Trail right of way which is in the old Airline Division of the MCRR right of way from 632 ft south of Prospect Street to Merriman Street. Also the railroad right of way from Merriman to South Cooper Street.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 2, ARTICLE II, DIVISION 15, SEC. 2-407, DESCRIPTION OF DEVELOPMENT AREA, AMENDING THE BOUNDARIES OF THE MARTIN LUTHER KING JR. COORIDOR IMPROVEMENT AUTHORITY.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend the boundaries of the Martin Luther King Jr. Corridor Improvement Authority ("MLK CIA") as recommended by the MLK CIA Board and after public hearing.

Section 2. That Chapter 2, Article II, Division 15, Sec. 2-407, Description of Development Area of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 2-407. Description of development area.

The development area shall consist of the territory in the city described as follows, subject to such changes as may hereinafter be made pursuant to this division and Act 57:

Martin Luther King Jr. Drive West Side

Franklin to Mason
East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins
West 49.5 ft of Lots 11 & 12 and the east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle
West 49.5 ft of Lots 11 & 12 and Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell
Lots 20-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell
Commencing at a point 66 ft south of the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 115.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One and Lots 5-8, Block 2 of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High

Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson. Also Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW
Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Prospect, North Side from Fourth Street
Lots 7-9 and the south 70.5 feet of Lots 10 and 11 of Block 32 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 31 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 5 Prospect Addition to the City of Jackson. Also Lots 5-12 of Block 4 Prospect Addition to the City of Jackson. Also commencing at the intersection of the north line of Prospect Street with the east line of Woodbridge Street thence east 167.02 feet along the north line of Prospect Street to the northwesterly line of the Airline Division of the MCRR Co. thence N57°25'40" E 266 ft more or less along the northwesterly line of said RR thence north 130 feet more or less thence west to a point on the east line of Woodbridge Street being 271.07 feet north of the north line of Prospect Street thence south to the point of beginning, being part of Block 20 Prospect Addition to the City of Jackson.

South of RR along Prospect North Side
Commencing at the southeast corner of Block 25 thence north 115.5 ft, thence west 211.2 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodsum to Jackson
Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

Prospect south side from Fourth Street
Commencing at the intersection of the south line of Prospect Street and the east line of Fourth Street thence south 82.5 ft thence east 132 ft thence south 66 ft thence east 132 ft thence south 99 ft to the south line of Block 6 Sabin's Addition to the City of Jackson thence east 198 ft to the southeast corner of Lot 32 Block 6 Sabin's Addition to the City of Jackson thence south to the northerly line of Linden Avenue thence northeasterly along the north line of Linden Avenue to the west line of First Street thence north along the west line of First Street to the south line of Prospect Street thence west along the south line of Prospect Street to the point of beginning. Also Block 8 Prospect Addition to the City of Jackson.

South of RR along Prospect South Side
Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to

the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson thence S 0°24'35"E along the west line of Goodrich Street 132.86 feet thence N 89°19'W 132 ft thence S 0°24'35" E 50 ft thence N 89°19'W 183.61 ft thence S 0°24'35" E 400 ft to the north line of South Street thence N 89°19'W 292.41 ft to the point of beginning.

Goodrich to Jackson
Lots 1-5 Block 16 and Lots 1-6 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 1-12 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street
Lot 1-7 and Lots 21-23 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Robinson West Side
Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Also Lot 1 McCuen's Subdivision. Also Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Also commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect
Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south to the northwest corner of Lot 5, thence easterly to the point of beginning. Also Lots 2-5 and the east 94 ft of Lot 1, Sheap's Addition to the City of Jackson. Lots 1-5 Block 8 Harmon's Addition to the City of Jackson. Also Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

<u>Martin Luther King Jr. Drive - East Side</u>

Franklin to Mitchell Street
All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of South Cooper Street. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 142.9 ft, thence west 140.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Also Lots 17-19 Orchard Place in the City of Jackson. Also Lot 20 Orchard Place in the City of Jackson except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. Also south 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Also Lots 31- 34 Orchard Place.

Mitchell to High Street
Lots 1-4 and the west 15 ft of Lot 6 Block A Moore's Addition to the City of Jackson except the east 48.55 ft of the south 30 ft 4 in of Lot 3, the east 38.55 ft of the north 19.17 ft of Lot 4 and the east 48.55 ft of the south 46.83 of Lot 4. Also Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft,

thence west 223 ft, thence south 231 ft to the point of beginning. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Also Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Also land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

High to Damon
All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Also commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 110 feet to the point of beginning of this description, thence west to the southerly line of the old railroad right of way, thence northeasterly along said right of way to the south line of High Street, thence east along said south line to the west line of Milwaukee Street, thence south 68.5 ft, thence west 55 ft, thence south 40 ft, thence west 55 ft, thence south 40 ft to the point of beginning. Also commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

Damon to Wall
Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk and the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson
Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion
Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect – North Side to Milwaukee
Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison – South Side to Milwaukee
Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South
Lots 1-4 and 6-7 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4.

Prospect – Milwaukee to Merriman
(North) Block 8 Francis Street Addition to the City of Jackson. Also Lots 1-12 and 18-29 Bock 7 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson. Also Lots 108-118 South Gardens Subdivision.

Prospect – Merriman to Eggleston

(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to South Cooper Street
(North) Lots 1-18 John I Breck's Little Farms Subdivision in the City of Jackson. Also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision in the City of Jackson thence east along the north line of Prospect Street to the westerly line of South Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to South Cooper Street
(South) Lots 19-27 John I Breck's Little Farms Subdivision in the City of Jackson. Also all of the land east of Townley Street, west of South Cooper Street (formerly Airline Drive) north of South Street and south of Prospect Street.

South Cooper Street – Franklin to Biddle
Commencing at the intersection of the east line of South Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 607.54 ft, said curve having a radius of 1076.56 ft and a chord of 599.51 ft bearing S 15° 16' 29" E, thence S 32°39'50" E 112.61 ft to the north line of Biddle Street thence east to the west line of Adrian Street, thence north along the west line of Adrian Street 140 ft. thence east 33 ft north to a point 42.8 ft north of the south line of Lot 12 Block 10 of Grand River Addition Part One, thence east to a point that is N89°31'24" E 481.79 ft from the east line of South Cooper Street thence N29°49'28"W 291.64 ft to the south line of Franklin Street thence west along said south line to the point of beginning.

South Cooper Street (formerly Arline Drive) – Morrell to High
Lots 37-42 Jackson Urban Renewal Replat No.3.

<u>South Cooper Street (formerly Airline Drive) – West Side</u>

Damon to Mansion
Commencing at a point 363 ft south and 345.84 ft east of the N ¼ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 13.62 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of South Cooper Street, thence northwesterly along the west line of South Cooper Street to the south line of Damon Street, thence west to the point of beginning. Also commencing at the intersection of the south line of Wall Street and the east line of Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of South Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of South Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion Street, thence S 88° 47' W 890.95 ft along the north line of Mansion Street to the east line of Eggleston Street, thence N 0° 32' W 924.93 ft to the point of beginning.

<u>South Cooper Street (formerly Airline Drive) –East Side</u>

High to South
Commencing at the intersection of the south line of High Street with the east line of South Cooper Street, thence east along the south line of High Street to the Westerly line of the Cincinnati Northern Railroad (CNRR) thence southerly along the westerly line of the CNRR to a point 313.5 ft south of the north line of Section 11, T3S, R1W, thence east to the easterly line of South Cooper Street, thence north along said easterly line to the point of beginning. Also beginning at the north ¼ post of Section 11, T3S, R1W, thence east along the north line of said section 594 ft to the east line of Belden Street (now South Cooper Street) thence south along said east line 313.5 ft to the point of beginning of this description thence east parallel with the north line of Section 11 to the westerly

line of the CNRR, thence southerly along the westerly line of the CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the east line of South Cooper Street, thence northerly along said east line to the point of beginning, except land sold to the CNRR. Also commencing on the easterly line of South Cooper Street at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the CNRR, thence S 19° 33'E 357.86 ft, thence S 70° 27' W 150 ft, thence S 45° 59' W 97.34 ft, thence west 157.3 ft to the east line of South Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Also commencing at the intersection of the center line of Mansion Street relocated with the east line of South Cooper Street, thence N 18° 31' 03" W 86.8 ft along the east line of South Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this description, thence N 18° 31' 03" W 175 ft along the east line of South Cooper Street, thence N 88° 48' 05" E 150 ft, thence N 45° 59' E 97.34 ft, thence N 70° 27'E 150 ft to the westerly line of the CNRR thence southeasterly along the westerly line of the CNRR to the north line of Mansion Street, thence northwesterly along the north line of Mansion Street 214.51 ft, thence N 63° 55'W 138.92 ft along said north line, thence S 88° 48' 05" W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05' 18" W to the point of beginning. Also commencing at the intersection of the south line of Mansion Street relocated and the east line of South Cooper Street, thence southeasterly along the east line of South Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Also all land east of South Cooper Street, west of the CNRR right of way, south of Prospect Street unopened and north of South Street.

Adjacent Right of Ways

Included in the land area is the street right of ways adjacent to the parcels described above. Also the MLK Equality Trail right of way which is in the old Airline Division of the MCRR right of way from 632 ft south of Prospect Street to Merriman Street. Also the railroad right of way from Merriman to South Cooper Street.

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: August 9, 2022 City Council Meeting

SUBJECT: **APPROVE a proposed amendment to City Code Section 16-514. License allocation and fees, subsection (b)(2)**

RECOMMENDATION: **Approve a proposed amendment to City Code Section 16-514 License allocation and fees, subsection (b)(2) to permit the maximum number of stackable Class C state grower/processor licenses issued pursuant to the Michigan Regulation and Taxation of Marihuana and Michigan Medical Marihuana Facilities Licensing Acts.**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: August 9, 2022 City Council Meeting

RECOMMENDATION: **Approve a proposed amendment to City Code Section 16-514 License allocation and fees, subsection (b)(2) to permit the maximum number of stackable Class C grower/processor state licenses issued pursuant to the Michigan Regulation and Taxation of Marihuana and Michigan Medical Marihuana Facilities Licensing Acts.**

SUMMARY

On October 26, 2021 City Council approved an amendment to Chapter 16, Article XVIII, of the Jackson Code of Ordinances which expanded the number of permissible Class C grower/processor licenses in the City. As a result of the Amendment, the City authorized eight new (8) Class C grower/processor licenses (4 retail and 4 medical). This is in addition to the prior Class C grower/processor license City Council granted under Section 16-514(b)(7), which license was issued to Objectiv, and is currently operational.

HISTORY, BACKGROUND AND DISCUSSION

Chapter 16, Article XVIII, of the Jackson Code of Ordinances contains the licensing provisions for medical marihuana facilities and adult-use marihuana facilities. While City Council expanded the number of permissible Class C grower/processor licenses to eight (8), it capped the amount of plants that could be grown under such City-issued license to the maximum permitted by a concurrent state license which is 2,000 plants for recreational and 1,500 plants for medical. The amendment to the City Code, as proposed, would lift the City-imposed cap on such licenses and permit an applicant to "stack" the maximum number of their state-issued Class C licenses with their City-issued licenses. Doing so would permit a Class C licensee to grow the maximum number of plants as their stacked state licenses allow. For example, if the licensee has 3 "stacked" state Class C recreational licenses, they could grow a total of 6,000 plants (2,000 plants for each license). This amendment is designed to maximize the economic viability for each licensee by permitting stacking, without having to receive a separate City license for each. Michigan law only permits such stacking of Class C licenses of this type. This amendment is consistent with the current Class C grower/processor operation by Objectiv, in which they can stack the maximum number of Class C recreational and medical licenses issued. Any such operations with stacked licenses will have to meet all City site plan requirements for such facilities.

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POSITION

City staff recommends that the proposed Code amendment be adopted and approved by City Council.

ATTACHMENTS: Redlined Version of Chapter 16, Article XVIII, Sec. 16-514(b)(2)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 16, ARTICLE XVIII, MARIHUANA USES, SEC. 16-514, LICENSE ALLOCATION AND FEES, SUBSECTION (B)(2) TO PERMIT THE MAXIMUM NUMBER OF STACKED MMFLA AND MRTMA CLASS C GROWER LICENSES.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend Section 16-514 of the City Code of Ordinances to permit the maximum number of stacked MMFLA and MRTMA Class C Grower Licenses authorized under Michigan law.

Section 2. That Chapter 16, Article XVIII, Marihuana Uses, Section 16-514 of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 16-514. License allocation and fees.

(a) No person shall operate a provisioning center, retail establishment, grower facility, safety compliance facility, secure transporter facility, processor or microbusiness in the City of Jackson without first obtaining a license to do so from the city clerk and the State of Michigan.

(b) The city clerk, after the approval from city council, shall issue no more than the following numbers and types of facility licenses. The term of each license shall be one (1) year. The following are the numbers and types of licenses:

(1) Two (2) Grower Licenses of Class A (maximum of one hundred (100) marihuana plants) or Class B (maximum of five hundred (500) marihuana plants) as defined in the MRTMA or Class A (maximum of five hundred (500) marihuana plants) as defined in the MMFLA, with or without a processing facility;

(2) Four (4) Class C Grower~~/Processor~~ Licenses under the MMFLA ~~(maximum of 1,500 medical marijuana plants)~~ and four (4) Class C Grower~~/Processor~~ Licenses under the MRTMA, ~~(maximum of 2,000 adult use plants~~each comprised of up to the maximum number of stacked MMFLA and MRTMA Class C grower licenses. Each Class C grower license issued under this subsection (2) will also grant the licensee one (1) each MMFLA and MRTMA processor license;

(3) Three (3) provisioning center or retailer licenses;

(4) Two (2) safety compliance facility licenses;

(4) Two (2) secure transporter licenses;

(6) Two (2) marihuana microbusinesses; and

(7) One (1) co-located grower and processor operation comprised of up to the maximum number of stacked MMFLA Class C grower licenses, the maximum number of stacked MRTMA Class C grower licenses and up to one (1) each MMFLA and MRTMA processor licenses. A facility license issued under this subsection 6 will also allow the licensee to operate up to two (2) separate collocated retailers,

consisting of a MMFLA provisioning center and a MRTMA retailer, located in the City of Jackson, in addition to the three (3) such operations authorized in section 16-514(b)(2) hereof.

A non-refundable fee for the application and license shall be submitted concurrent with the application. The non-refundable fee for a license shall be established by resolution of the city council and shall only license one (1) type of facility. However, all State social equity qualifiers shall receive a fifty percent (50%) reduction on said application fee.

(c) Except as otherwise allowed in section 16-514(b)(6), a licensee may only hold one (1) license for each of the types of medical marihuana facilities, although a licensee may hold licenses for different types of medical marihuana facilities if all of the facilities are co-located in one (1) structure. For example, a licensee may not hold two (2) city provisioning center licenses but may hold one (1) city provisioning center license and one (1) city grower license if the provisioning center and the grow operation are located in the same structure. The fact that the licensee may have been issued two (2) state licenses for the same type of facility is irrelevant to the city's licensing process.

CITY OF JACKSON
Founded 1829

Community Development Department

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

MEMO TO: Mayor Mahoney, City Manager Greene, and City Council

FROM: Chris Atkin, Planning Director and Zoning Administrator

DATE: July 20, 2022

SUBJECT: Zoning Map Amendment – 217, 219, and 221 N. Grinnell Street

At the regularly scheduled July 20, 2022 City of Jackson Planning Commission meeting, Commissioner Saucedo motioned, with support from Commissioner Greene, to recommend approval to City Council to rezone 217 N. Grinnell Street (Parcel #2-01740), 219 N. Grinnell Street (Parcel #2-01730), and 221 N. Grinnell Street (Parcel #2-01720) from R-2, One and two family residential to R-4, High density apartment and office.

The motion passed unanimously by a 4-0 vote.

CITY OF JACKSON
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Community Development Department

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RECEIVED JUN 01 2022

Application for Map Amendment (Rezone)

Requires a public hearing before the Planning Commission and City Council Approval.

$500.00 fee required with application submittal.

APPLICANT

Name: Mid Michigan Health
Address: 214 N. West Ave
City: Jackson State: MI Zip: 49201
Phone: (517) 784-9189
Email: _____

PROPERTY OWNER ☒ *Same as applicant*

Name: _____
Address: _____
City: _____ State: ____ Zip: _____
Phone: (____) _____
Email: _____

PROPERTY SUBJECT TO REZONING REQUEST

Property Identification #: 2-017400000, 2-017300000, 02-017200000
Address: 217, 219, 221 Grinnell
City: Jackson State: MI Zip: 49201
Nearest Intersection: Norfolk or Wildwood

ADJACENT PROPERTY ZONING AND USE

NORTH – R-2 Zoning _____ Use
SOUTH – R-4 Zoning _____ Use
EAST – C-1 Zoning _____ Use
WEST – R-2 Zoning _____ Use

Current Zoning Designation: ☐R-1 ☒R-2 ☐R-3 ☐R-4 ☐R-5 ☐R-6 ☐C-1 ☐C-2 ☐C-3 ☐C-4 ☐I-1 ☐I-2

Current Use: ☒Residential ☐Commercial ☐Industrial ☐Mixed

Proposed Zoning Designation: ☐R-1 ☐R-2 ☐R-3 ☒R-4 ☐R-5 ☐R-6 ☐C-1 ☐C-2 ☐C-3 ☐C-4 ☐I-1 ☐I-2

Proposed Use: ☐Residential ☒Commercial ☐Industrial ☐Mixed

Reason for Request: Additional Parking Needed for Mid Michigan Health

I hereby attest that I/we have read and understand the application form, that the information submitted is true and accurate, and agree to all the terms, conditions, and other City of Jackson Code requirements. Furthermore, I/we understand all map amendment applications are subject to the procedures of zoning ordinance Section 28-183.

S Foster — Signature of Applicant
5-31-2022 — Date
M — Signature of Owner *(If different from applicant)*
5/31/22 — Date

If the owner cannot sign this form, the applicant shall submit a letter of consent from the property owner with this application.

OFFICE USE ONLY

CASE: PRZ22-0002 Application Accepted By: S Foster
Materials Submitted with Application: ☐Plans ☐Other _____
Total Pages Submitted: 1 Amount of Fee Paid: $ 500 – ☐Cash ☒Check Check #: 1550

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

June 28, 2022

Map Amendment Review (Rezone)
217 N. Grinnell St., 219 N. Grinnell St., and 221 N. Grinnell St.
City of Jackson, Michigan

GENERAL INFORMATION

Applicant: Grinnell Mid-Michigan Health Centers LLC
214 N. West Avenue
Jackson, MI 49201

Subject Location: 217 N. Grinnell Street (Parcel #2-01740)
219 N. Grinnell Street (Parcel #2-01730)
221 N. Grinnell Street (Parcel #2-01720)

Received Date: June 1, 2022

Current Zoning: R-2, One and Two Family Residential

Proposed Zoning: R-4, High Density Apartment and Office

Action Required: *Procedure following public hearing.* After the public hearing on such amendment, supplement or change, the city planning commission shall make its report. Such report shall be by resolution of the city planning commission carried by the affirmative votes of the majority of members in attendance. Such amendment, supplement or change, with report, shall then be certified in writing to the city council and to the county register of deeds.

SITE/PROPERTY DESCRIPTION

The applicant is requesting the zoning reclassification of three (3) contiguous properties on N. Grinnell Street. The structures at 219 N. Grinnell Street and 221 N. Grinnell Street were removed and the properties are vacant; whereas, the structure at 217 N. Grinnell Street remains and is occupied by the current owner. The applicant and owner of 217 N. Grinnell Street have a purchase agreement in place and are finalizing the details. The applicant will assume control at an unknown date, until then the owner will be permitted to remain in the residential structure. The proposed rezoning will not interfere with the use or function of 217 N. Grinnell Street.

As the Planning Commission members are aware, in October of 2014 the properties at 207 N. Grinnell Street, 209 N. Grinnell Street, and 211 N. Grinnell Street were rezoned from R-2, One and Two Family Residential to R-4, High Density Apartment and Office; in November of 2014 the properties at 201 N. Grinnell Street, 203 N. Grinnell Street, and 205 N. Grinnell Street were rezoned from R-2, One and Two Family Residential to R-4, High Density Apartment and Office; and in August 2020 the property at 213 N. Grinnell Street was rezoned from R-2, One and Two Family Residential to R-4, High Density Apartment and Office.

The acquisition and rezoning of the aforementioned properties provided space for the applicant to increase the building footprint; the intent of the proposed rezoning requests for the subject properties is for additional parking.

The current zoning classification of the subject addresses are R-2, One and Two Family Residential; the

proposed new zoning classification is R-4, High Density Apartment and Office.

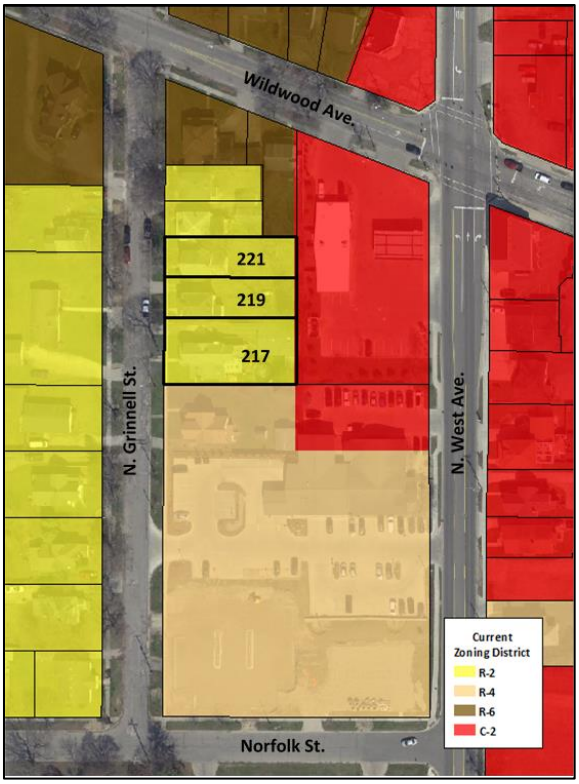
All uses, listed by the applicant or otherwise, are subject to review and approval by the City of Jackson. The process of rezoning does not grant any specific use; all new use is subject to the appropriate review process of the City of Jackson and will require a separate application.



NEIGHBORING ZONING AND LAND USE

The table below identifies the surrounding zoning designations and current land uses.

	North	South	East	West
Current Zoning	R-2, One and Two Family Residential and R-6, Residential and Low Density Office	R-4, High Density Apartment and Office	C-2, Community Commercial	R-2, One and Two Family Residential
Current Land Use	Residential	Medical	Commercial	Residential



FUTURE LAND USE/MASTER PLAN

The Future Land Use map contained within the 2016 Master Plan demonstrates use designation of the subject properties "Residential".

The "Residential" land use is described as:

> This classification describes the areas of the City devoted specifically to residential development that is low-density and detached. The category is intended to stabilize, protect, and encourage residential character while separating the land use from all activities of a commercial nature. Development is limited to single-family dwellings and home occupations, plus certain conditional uses that are compatible with and convenient to the residents in the district.

While the future land use description is more consistent with the R-1, One Family Residential zoning district, the proposed R-4, High Density Apartment and Office zoning district will be consistent with the overall project and current zoning designation of the main property immediately south. Furthermore, all properties will be combined.

DEVELOPMENT POTENTIAL

Suggested uses in the "Residential" designation include residential, institutional, and parks.

The Planning Commission should consider all permitted and conditional uses in the R-4, High Density Apartment and Office zoning district. The following is a list of those uses:

- Banks, loan and finance offices including drive through facilities
- Barbershops, beauty shops, tanning salons and other similar personal grooming services
- Bed and breakfast, tourist homes
- Clinic—Dental or medical
- Family day care home

- Group day care home (must be located in a single-family dwelling with a minimum lot size of seven thousand five hundred (7,500) square feet)
- Child care center
- One-family detached
- Two-family
- Multiple-family
- Conversion of one- and/or two-family residences into multiple-family dwelling units, provided these conform with the lot area and yard requirements prescribed for multiple-family dwellings in this chapter
- Fraternity or sorority house and college-owned dormitories
- Headquarters for religious, philanthropic and charitable organizations
- Office designed to attract and serve customers on the premises
- Pet grooming services
- Travel agencies
- Registered primary caregiver in accordance with MMMA and Chapter 16.
- Planned unit residential development (see supplemental regulations)
- Rooming house, boarding house

ESSENTIAL FACILITIES AND SERVICES

The subject properties are currently served, or have access to, essential city facilities and services.

TRAFFIC IMPACT AND SITE ACCESS

The overall traffic impact is unknown, however, proper design of the proposed parking area and access point will limit interruption to surrounding properties.

CONCLUSION/FINDINGS

For the planning commissions consideration, provided below is a summary of findings as they apply to the proposed rezoning of 217 N. Grinnell Street (Parcel #2-01740), 219 N. Grinnell Street (Parcel #2-01730), and 221 N. Grinnell Street (Parcel #2-01720) from R-2, One and Two Family Residential to R-4, High Density Apartment and Office.

- The proposed zoning designation is consistent with the overall project and current zoning designation of the main property immediately south; and
- Proper design of the proposed parking area and access point will limit interruption to surrounding properties;

We believe the request to amend the zoning map should be recommended for approval to City Council.

Respectfully,



Christopher M. Atkin
Planning Director, City of Jackson

cc: Applicant

CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

Notice of Public Hearing

The City of Jackson Planning Commission will hold a public hearing to hear a request for zoning classification changes to the properties listed below and pursuant to Section 28-183 of the City of Jackson Zoning Ordinance.

Applicant:

Grinnell Mid-Michigan Health Centers LLC
214 N. West Avenue
Jackson, MI 49201

Subject property location:

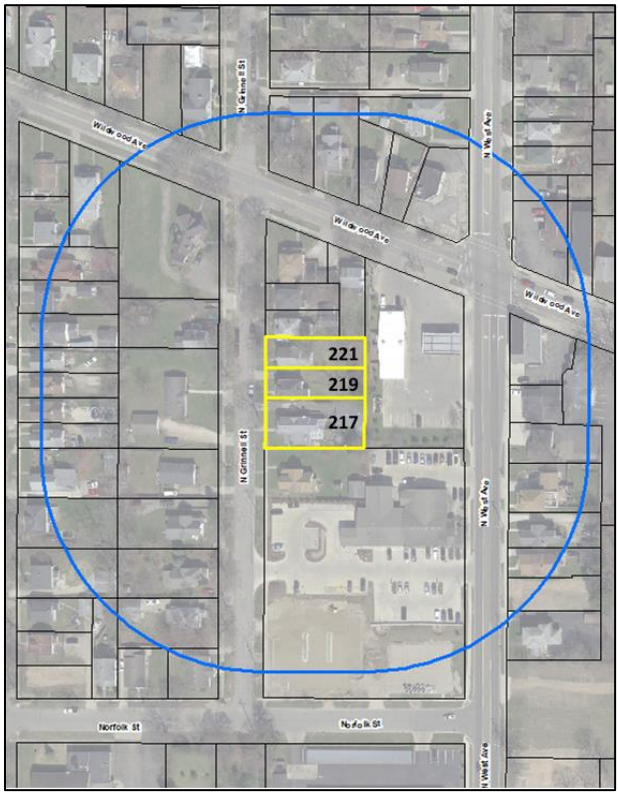
217 N. Grinnell Street (Parcel #2-01740)
219 N. Grinnell Street (Parcel #2-01730)
221 N. Grinnell Street (Parcel #2-01720)

Requested actions:

The applicant is requesting the zoning classification amendment for three (3) properties from R-2 (One and Two Family Residential) to R-4 (High Density Apartment and Office).

Effect of request:

The zoning classification amendments for the subject properties will allow the applicant to expand the parking area for the existing medical facility at 214 N. West Avenue.



YOU ARE FURTHER NOTIFIED that the City of Jackson will hear all oral and written comments regarding the proposed zoning classification changes and requests at:

6:00PM on Wednesday, July 6, 2022 in
City Hall Council Chambers, 2nd Floor
161 W. Michigan Avenue
Jackson, MI 49201

You received this notice because you own property or reside within three hundred (300) feet of the property shown above. Unless you are the applicant, you are not required to attend the public hearing or respond to this notice.

Reasonable accommodations for individuals with disabilities will be made if notification is received ten (10) days prior to the public hearing.

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or catkin@cityofjackson.org with comments. Written comments may be mail to 161 W. Michigan Avenue, Jackson, MI c/o Chris Atkin. All comments and/or questions must be received no later than 5:00PM on July 6, 2022.

CITY OF JACKSON
Founded 1829

Community Development Department

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

MEMO TO: Mayor Mahoney, City Manager Greene, and City Council

FROM: Chris Atkin, Planning Director and Zoning Administrator

DATE: August 04, 2022

SUBJECT: Zoning Map Amendment – 971 N. West Avenue

At the regularly scheduled August 03, 2022 City of Jackson Planning Commission meeting, Commissioner Mahoney motioned, with support from Commissioner Greene, to recommend approval to City Council to 971 N. West Avenue (Parcel #2-2005.1) from R-1, One Family Residential to C-4, General Commercial.

The motion passed unanimously by a 4-0 vote.

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

City of Jackson

Planning Commission Meeting

August 3, 2022 at 6:00 P.M.

AGENDA

I. Call to Order

II. Roll Call

III. Adoption of July 06, 2022 Agenda

IV. Review and Approval of Draft Meeting Minutes

- **A.** July 6, 2022 Planning Commission Meeting Minutes

V. Public Comment and Correspondence

VI. Consideration of Applications

- **A.** 971 N. West Avenue - Rezone

VII. Business

- **A.** Master Plan Review

VIII. Commissioner Comments

IX. Next Meeting Reminder September 7, 2022 at 6:00 PM

X. Adjournment

CITY OF JACKSON
Founded 1829

Community Development Department

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

MEETING MINUTES

City of Jackson Planning Commission
Wednesday July 6, 2022

MEMBERS PRESENT: Conner Wood, Jonathan Greene, Sarah Saucedo, and James Johnson

MEMBERS ABSENT: Clyde Mauldin, Daniel Mahoney, and Laura Schlecte

STAFF PRESENT: Chris Atkin, City Planner

I. Call to Order

Chairperson Wood called the meeting to order at 6:20pm.

II. Roll Call

PC Member	Present	Absent	Excused
Clyde Mauldin		X	X
Daniel Mahoney		X	X
Conner Wood	X		
Jonathan Greene	X		
Sarah Saucedo	X		
James Johnson	X		
Laura Schlecte		X	X

III. Adoption of Agenda

Commissioner Greene made a motion to approve the agenda as presented, Commissioner Saucedo supported the motion.

Motion passed with a voice vote.

IV. Review and Approval of Draft Meeting Minutes

Commissioner Saucedo moved, with support from Commissioner Greene, to approve the April 4, 2022 Special Meeting minutes as presented.

Commissioner Saucedo moved, with support from Commissioner Greene, to approve the April 6, 2022 meeting minutes as presented.

Motion passed with a voice vote.

V. Public Comment and Correspondence

None.

VI. Consideration of Applications

A. 217, 219, and 221 N. Grinnell Street - Rezone

Planner Atkin summarized the application request.

Commissioner Greene moved, with support from Commissioner Saucedo, to enter the report and recommendation into the record as if read in whole.

Motion passed with a voice vote

Chairperson Wood opened the public hearing at 6:23pm.

Chairperson Wood closed the public hearing at 6:23pm.

Commissioner Saucedo moved, with support from Commissioner Greene, to recommend approval to City Council to rezone 217 N. Grinnell Street (Parcel #2-01740), 219 N. Grinnell Street (Parcel #2-01730), and 221 N. Grinnell Street (Parcel #2-01720) as described and requested.

PC Member	Yes	No	Abstain
Clyde Mauldin			
Daniel Mahoney			
Conner Wood	**X**		
Jonathan Greene	**X**		
Sarah Saucedo	**X**		
James Johnson	**X**		
Laura Schlecte			

Motion passed with a roll call vote

B. 1000 E. Porter Street – Conditional Use Permit

Planner Atkin summarized the application request.

Commissioner Saucedo moved, with support from Commissioner Johnson, to enter the report and recommendation into the record as if read in whole.

Motion passed with a voice vote

Chairperson Wood opened the public hearing at 6:25pm.

Applicant Matt Anderson spoke the members of the planning commission of the schools intent and potential for growth.

Chairperson Wood closed the public hearing at 6:26pm.

Commissioner Greene moved, with support from Commissioner Saucedo, to approve the conditional use permit, with the conditions stated in the staff report dated June 28, 2022, to operate a private school at 1000 E. Porter Street.

PC Member	Yes	No	Abstain
Clyde Mauldin			
Daniel Mahoney			
Conner Wood	**X**		
Jonathan Greene	**X**		
Sarah Saucedo	**X**		
James Johnson	**X**		
Laura Schlecte			

Motion passed with a voice vote

VII. Business

A. Review of the 2016 Master Plan

VIII. Commissioner Comments

IX. Next Meeting Reminder

Chairperson Wood reminded the members the next regularly scheduled PC meeting will be August 3, 2022.

X. Adjournment

Commissioner Greene moved, with support from Commissioner Saucedo, to adjourn the meeting.

The motion passed on a voice vote

Chairperson Wood adjourned the meeting at 6:38pm.

Respectfully,



Christopher M. Atkin
Planning Director, City of Jackson

CITY OF JACKSON
Founded 1829

Community Development Department

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

RECEIVED
JUL 11 2022

Application for Map Amendment (Rezone)

Requires a public hearing before the Planning Commission and City Council Approval.

$500.00 fee required with application submittal.

APPLICANT

Name: Absolute Net Properties, LLC
Address: 333 N Alabama St., Ste 350
City: Indianapolis State: IN Zip: 46202
Phone: (317) 809 0689
Email: bohara@absolutenetproperties.com

PROPERTY OWNER ☐ *Same as applicant*

Name: City of Jackson
Address: 161 W Michigan Ave
City: Jackson State: MI Zip: 49201
Phone: ( )
Email:

PROPERTY SUBJECT TO REZONING REQUEST

Property Identification #: 2-2005.1000
Address: 971 N West Ave
City: Jackson State: MI Zip: 49202
Nearest Intersection: West Ave and Argyle St

ADJACENT PROPERTY ZONING AND USE

NORTH – C-4 Zoning Burger King Use
SOUTH – R-1 Zoning Park Use
EAST – R-1 Zoning Vacant Land Use
WEST – C-4 Zoning Popeyes Use

Current Zoning Designation: ☒R-1 ☐R-2 ☐R-3 ☐R-4 ☐R-5 ☐R-6 ☐C-1 ☐C-2 ☐C-3 ☐C-4 ☐I-1 ☐I-2

Current Use: ☒Residential ☐Commercial ☐Industrial ☐Mixed

Proposed Zoning Designation: ☐R-1 ☐R-2 ☐R-3 ☐R-4 ☐R-5 ☐R-6 ☐C-1 ☐C-2 ☐C-3 ☒C-4 ☐I-1 ☐I-2

Proposed Use: ☐Residential ☒Commercial ☐Industrial ☐Mixed

Reason for Request: We are proposing a retail/shopping center project with 2-3 single tenant national retail brands, none of whom are currently located or have a presence in Jackson.

I hereby attest that I/we have read and understand the application form, that the information submitted is true and accurate, and agree to all the terms, conditions, and other City of Jackson Code requirements. Furthermore, I/we understand all map amendment applications are subject to the procedures of zoning ordinance Section 28-183.

Signature of Applicant — Date: 6-30-22

Signature of Owner *(If different from applicant)* — Date

If the owner cannot sign this form, the applicant shall submit a letter of consent from the property owner with this application.

OFFICE USE ONLY

CASE: PRZ22-0003 Application Accepted By:
Materials Submitted with Application: ☐Plans ☐Other
Total Pages Submitted: Amount of Fee Paid: $500 ☐Cash ☒Check Check #: 1013

CITY OF JACKSON
Founded 1829

Community Development Department

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

July 27, 2022

Map Amendment Review (Rezone)
971 N. West Avenue
City of Jackson, Michigan

GENERAL INFORMATION

Applicant: Absolute Net Properties, LLC
333 N. Alabama St., Ste. 350
Indianapolis, IN 46202

Subject Location: 971 N. West Avenue (Parcel #2-2005.1)

Received Date: July 11, 2022

Current Zoning: R-1, One Family Residential

Proposed Zoning: C-4, General Commercial

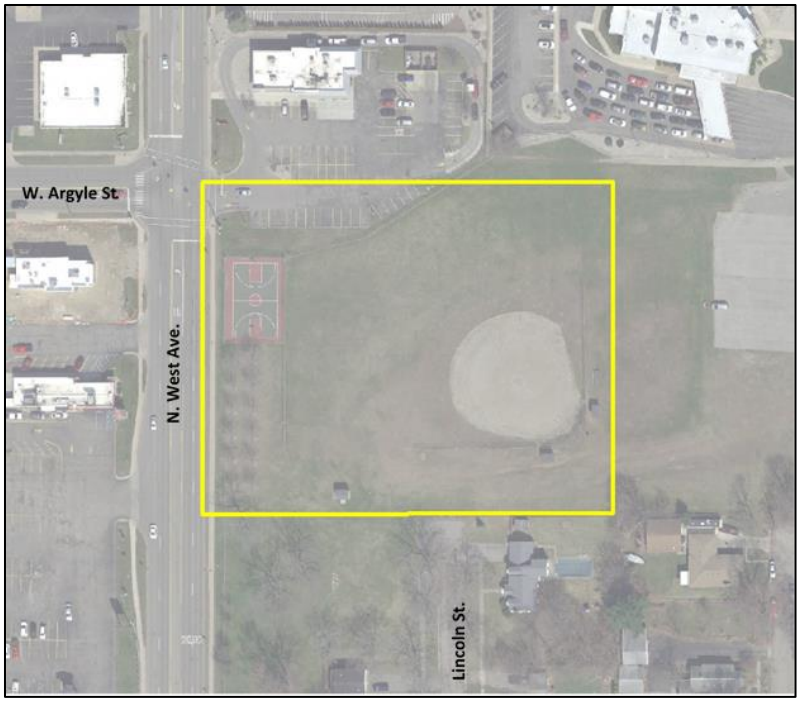
Action Required: *Procedure following public hearing.* After the public hearing on such amendment, supplement or change, the city planning commission shall make its report. Such report shall be by resolution of the city planning commission carried by the affirmative votes of the majority of members in attendance. Such amendment, supplement or change, with report, shall then be certified in writing to the city council and to the county register of deeds.

SITE/PROPERTY DESCRIPTION

The applicant is requesting the zoning reclassification of the vacant 3.30 acres of property, known as Optimist Park, from R-1, One Family Residential to C-4, General Commercial.

The property is currently owned by the City of Jackson; the applicant's intent to develop the site with a retail/shopping center upon rezoning and property acquisition.

All uses, listed by the applicant or otherwise, are subject to review and approval by the City of Jackson. The process of rezoning does not grant any specific use; all new use is subject to the appropriate review process of the City of Jackson and will require a separate application.



NEIGHBORING ZONING AND LAND USE

The table below identifies the surrounding zoning designations and current land uses.

	North	South	East	West
Current Zoning	C-4, General Commercial	R-1, One Family Residential	R-4, High Density Apartment and Office R-6, Residential and Low Density Office	C-4, General Commercial
Current Land Use	Restaurant	Park (West of Lincoln St.) Residential (East of Lincoln St.)	Financial Institution Vacant	Restaurant



FUTURE LAND USE/MASTER PLAN

The Future Land Use map contained within the 2016 Master Plan demonstrates use designation of the subject properties "Regional Commercial".

As described in the 2016 Master Plan:

> The regional commercial district is composed of land and structures used primarily to provide all types of "convenience goods," and limited types of "durable goods" such as household furnishings, hardware, and apparel. The district also permits land uses such as gasoline stations, branch banks, and high density residential development. This district is vehicular-oriented with a suburban character. The Jackson Crossings district is an example of this land use type and intensity.

The proposed zoning amendment classification is consistent with the Future Land Use map.

DEVELOPMENT POTENTIAL

Suggested uses in the "Regional Commercial" designation include commercial and residential.

The Planning Commission should consider all permitted uses in the C-4, General Commercial zoning district. The following is a list of those uses:

- Ambulance service
- Animal hospital, veterinary clinic or kennel
- Antique store
- Apparel and accessories store
- Appliance (household) store
- Arcade
- Automobile parts store
- Automobile repair—Major and minor
- Automobile truck and trailer display and sales.
- Bag, carpet and rug cleaning
- Bakery
- Banks, loan and finance offices including drive through facilities
- Barbershops, beauty shops, tanning salons and other similar personal grooming services
- Bicycle shop
- Bookstore
- Bottling or distribution of soft drinks and milk
- Indoor recreation
- Building materials sales yard and supply store
- Business or trade schools
- Bus stations
- Cabinet fabrication and sales
- Camera and photographic equipment supply store
- Candy, ice cream and other confectionery stores
- Candy, ice cream and other confectionery—Wholesale
- Clinic—Dental or medical
- Clothing store
- Crating and packing services when conducted within a completely enclosed building
- Contractor offices with the incidental storage of parts, equipment and vehicles

- Delicatessen
- Department store
- Diaper, linen and towel supply service
- Drapery, curtain shop
- Drugstore
- Dry cleaners, custom and self-service
- Dwelling - Permitted in second story and above only
- Egg and poultry store
- Electrical supplies, wholesale and storage
- Exterminator service
- Factory and mill supplies
- Feed and fertilizer, sales and storage
- Florist—Gift shop
- Fruit, vegetable, fish and poultry wholesale market
- Funeral home
- Furniture store
- Garden and lawn supplies store
- Gift, novelty and souvenir store
- Greenhouse and nursery
- Grocery store, supermarket and meat market
- Grocers' wholesale supply
- Hardware store
- Headquarters for religious, philanthropic and charitable organizations
- Hearing aid store
- Hotels and motels
- Interior decorator, including sales
- Jewelry store
- Jukebox and vending machine service and distribution
- Laboratory, dental or medical
- Laundry, custom and self-service
- Library, public
- Liquor and wine and malt beverage packaging and distribution
- Luggage shop
- Lumberyard, retail, including only incidental mill work in an enclosed building
- Mail order warehouse
- Medical and adult use marihuana facilities
- Monument works provided cutting operations are conducted within a completely enclosed building
- Moving and storage companies
- Museum, public
- Music store
- Newspaper publishing
- Newsstand
- Office supply store including sales of business machines
- Optician and optometrist shops
- Ornamental iron work and fence service
- Outdoor advertising service, including construction and storage of materials and equipment

- Paint and wallpaper store
- Parking lots and/or structures either public or privately owned or operated
- Pattern making with light weight nonferrous metal
- Pet store and supplies
- Pet grooming services
- Photocopying services
- Photographic studio
- Planned building group shopping centers (see supplemental regulations)
- Plumbing, heating store
- Plumbing, heating, and sheet metal shops
- Pressing, altering, and repairing of wearing apparel
- Printing and publishing, including related processes
- Public utilities offices and salesrooms
- Public utility material storage and service yard
- Radiator repair shop
- Radio and television broadcasting studios - With or without transmitter
- Resource centers
- Repair, rental and servicing of any product the sale of which product is a Use by Right
- Resale shops, used clothing and furniture (permanent and fully contained within a structure)
- Resale shops for used furniture (permanent and fully contained within a structure)
- Restaurant, including eat-in and carry-out, and including bars and cocktail lounges
- Shoe store, sales and repair
- Sign painting shops
- Skating rinks
- Social, fraternal clubs, union halls, lodges and similar uses
- Special tools and gauges, checking and service
- Sporting goods store
- Studio, school or similar facility for fine arts
- Surgical supplies store
- Taxi stands
- Telephone exchange
- Theaters and theatrical studios
- Tire and battery shops including recapping and rebuilding
- Toy store
- Travel agencies
- Trucking terminal, intercity
- Variety and notions store
- Wall and floor coverings stores
- Welding shop
- Wholesale and warehousing of any commodity permitted to be made or processed in the same district
- Work release (halfway) house

ESSENTIAL FACILITIES AND SERVICES

The subject properties have access to, essential city facilities and services.

TRAFFIC IMPACT AND SITE ACCESS

The overall traffic impact is unknown, however, proper design of the proposed parking area and access point will limit interruption to surrounding properties.

CONCLUSION/FINDINGS

For the planning commissions consideration, provided below is a summary of findings as they apply to the proposed rezoning of 971 N. West Avenue (Parcel #2-2005.1) from R-1, One Family Residential to C-4, General Commercial.

- The proposed zoning designation is consistent 2016 Future Land Use Map;
- The proposed zoning designation and permitted uses are consistent with existing uses in the immediate area; and
- Proper design of the proposed parking area and access point will limit interruption to surrounding properties.

We believe the request to amend the zoning map should be recommended for approval to City Council.

Respectfully,



Christopher M. Atkin
Planning Director, City of Jackson

cc: Applicant

CITY OF JACKSON
PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the City of Jackson Planning Commission will hold a public hearing to hear a zoning classification amendment request for the property listed below and pursuant to Section 28-183 of the City of Jackson Zoning Ordinance.

Applicant:

Absolute Net Properties, LLC
333 N. Alabama St., Ste. 350
Indianapolis, IN 46202

Subject property location:

971 N. West Avenue (Parcel #2-2005.1)

Requested actions:

The applicant is requesting a zoning classification amendment (rezone) for the subject property location from R-1, One Family Residential to C-4, General Commercial.

Effect of request:

The zoning classification amendment for the subject property will permit commercial development.

YOU ARE FURTHER NOTIFIED that the City of Jackson will hear all oral and written objections and comments regarding the proposed zoning classification amendments and requests at:

August 03, 2022 at 6:00PM
City Hall Council Chambers, 2nd Floor
161 W. Michigan Avenue
Jackson, MI 49201

Reasonable accommodations for individuals with disabilities will be made if notification is received ten (10) days prior to the public hearing.

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or catkin@cityofjackson.org with comments. Written comments may be mail to 161 W. Michigan Avenue, Jackson, MI c/o Chris Atkin. All comments and/or questions must be received no later than 5:00PM on August 03, 2022.

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

MEETING MINUTES

City of Jackson Planning Commission
Wednesday August 3, 2022

MEMBERS PRESENT: Daniel Mahoney, Conner Wood, Clyde Mauldin, and Jonathan Greene

MEMBERS ABSENT: Sarah Saucedo, James Johnson, and Laura Schlecte

STAFF PRESENT: Chris Atkin, City Planner

I. Call to Order

Chairperson Wood called the meeting to order at 6:00pm.

II. Roll Call

III. Adoption of Agenda

Commissioner Mahoney made a motion to approve the agenda as presented, Commissioner Mauldin supported the motion.

Motion passed with a voice vote.

IV. Review and Approval of Draft Meeting Minutes

Commissioner Mahoney moved, with support from Commissioner Greene, to approve the July 6, 2022 meeting minutes as presented.

Motion passed with a voice vote.

V. Public Comment and Correspondence

None.

VI. Consideration of Applications

A. 971 N. West Avenue - Rezone

Planner Atkin summarized the application request.

Commissioner Mahoney moved, with support from Commissioner Mauldin, to enter the report and recommendation into the record as if read in whole.

Motion passed with a voice vote

Chairperson Wood opened the public hearing at 6:08pm.

Resident Mellissa Phillips, 933 Lincoln St., inquired about the potential development of the property, tax and property value implications, uses, and if another meeting will be held for the site plan or if she could have further discussion with someone regarding the potential development.

Commission Greene offered to meet with Ms. Phillips and Planner Atkin for further discussion.

DRAFT

Resident Shelana Donahoe, 941 Lincoln St., had similar questions and concern as the previous resident.

Commissioner Mahoney expressed to the residents that all their concerns and questions will be answered and heavily considered when a site plan is submitted for review. He further expressed the benefits of developing the area and the positive impact it will have for the City of Jackson.

Planner Atkin provided a more detailed explanation of the rezoning request and process.

Chairperson Wood closed the public hearing at 6:24pm.

Commissioner Mauldin stated he was happy to learn there will only be a single access point to the property, at the N. West Avenue and W. Argyle Street intersection, and not connect to Clinton Road. Also, he stated he was pleased to know the basketball court and swing-set will be relocated to the remaining southwest park area.

Commissioner Mahoney moved, with support from Commissioner Greene, to recommend approval to City Council to rezone 971 N. West Avenue (Parcel #2-2005.1) from R-1, One Family Residential to C-4, General Commercial.

PC Member	Yes	No	Abstain	Absent
Clyde Mauldin	**X**			
Daniel Mahoney	**X**			
Conner Wood	**X**			
Jonathan Greene	**X**			
Sarah Saucedo				**X**
James Johnson				**X**
Laura Schlecte				**X**

Motion passed with a roll call vote

VII. Business

A. Review of the 2016 Master Plan

VIII. Commissioner Comments

IX. Next Meeting Reminder

Chairperson Wood reminded the members the next regularly scheduled PC meeting will be September 7, 2022.

X. Adjournment

Commissioner Greene moved, with support from Commissioner Mauldin, to adjourn the meeting.

The motion passed on a voice vote

Chairperson Wood adjourned the meeting at 6:30pm.

Respectfully,

Christopher M. Atkin
Planning Director, City of Jackson

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

SUBJECT: **Approval of the Contract Award for Public Works Forestry Services to Johnny's Tree Service Inc., of Jackson, MI, for the fiscal year 2022/2023.**

Recommendation:

Approval of an award of the contract for the Public Works Forestry Services to include as-needed tree trimming, tree removal, and stump grinding to Johnny's Tree Service Inc., of Jackson, MI for an estimated amount of $201,705.00, for the fiscal year 2022/2023.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

RECOMMENDATION: **Approval of the contract award for the Public Works Forestry Services to include as-needed tree trimming, tree removal, and stump grinding to Johnny's Tree Service Inc., of Jackson, MI for an estimated amount of $201,705.00, for the fiscal year 2022/2023.**

SUMMARY

The City of Jackson maintains an ever-changing list of forestry services that includes tree trimming, tree removal and stump grinding in the public right-of-ways and on other city owned public property. The City requested bids for these as needed forestry services in June 2022 with Johnny's Tree Service Inc., being the lowest bidder. Johnny's Tree Service Inc. has held the Public Works Forestry Services contract for the past three years.

BUDGETARY CONSIDERATIONS

Funding for these services is budgeted in the Department of Public Works, Forestry Contractual budget line 101-442-000-818.000. The City received bids from the following contractors:

Company	Bid
Johnny's Tree Service Inc., Jackson, MI	$ 201,705.00
Treeworks Inc., Nunica, MI	$ 468,920.00

Bid evaluation criteria is part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Johnny's Tree Service	25	10	15	15	5	70
Treeworks Inc.	0	20	20	15	5	60

HISTORY, BACKGROUND and DISCUSSION

The City's forestry services typically include the trees located along public right-of-ways, City parks, and those on other city owned public property. This contract allows for maintenance trimming and removals, and grinding of the tree stumps that remain following the tree removals. The contract also allows for these services after a storm event, when they are especially needed.

The contractor's services augment the services provided by city staff, in an effort to provide a faster response and better services to the residents of Jackson. Johnny's Tree Service has done an exceptional job as the City's contractor providing these services over the past three years.

DISCUSSION ON THE ISSUE

This work is vital to maintaining the urban forest and tree canopy contained within the city limits along public right-of-ways and on other city owned public property. The ability to utilize this contractor will aid in improving our response time and decrease the number of forestry projects that await necessary attention.

POSITIONS

I recommend the approval of the contract award for the Public Works Forestry Services to include as-needed tree trimming, tree removal, and stump grinding to Johnny's Tree Service Inc., of Jackson, MI.

JACKSON MICHIGAN
Founded 1829

BID TABULATION
FOR
2022 AS NEEDED TREE TRIMMING, TREE REMOVAL,
STUMP GRINDING AND RESTORATION
JULY 6, 2022

				Johnny's Tree Service, Inc. 1245 Falahee Rd. Jackson, MI 49203		Treeworks, Inc. 11011 Fitzgerald St. Nunica, MI 49448	
DIVISION 1: TREE TRIMMING AND REMOVAL							
ITEM NO	**DESCRIPTION**	**UNITS**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
1A	Trees less than 17" DBH*	EACH	10.00	200.00	2,000.00	600.00	6,000.00
1B	Trees 18" – 24" DBH*	EACH	20.00	600.00	12,000.00	1,200.00	24,000.00
1C	Trees 25" – 32" DBH*	EACH	30.00	800.00	24,000.00	1,800.00	54,000.00
1D	Trees 33" – 40" DBH*	EACH	30.00	1,300.00	39,000.00	2,600.00	78,000.00
1E	Trees 41" – 52" DBH*	EACH	20.00	1,675.00	33,500.00	3,800.00	76,000.00
1F	Trees 53" and larger DBH*	EACH	5.00	2,500.00	12,500.00	4,600.00	23,000.00
1G	Trimming and Pruning Crew	HRS	100.00	150.00	15,000.00	375.00	37,500.00
TOTAL DIVISION 1: TREE TRIMMING AND REMOVAL					138,000.00		298,500.00
DIVISION 2: FULL BLOCK TRIMMING							
ITEM NO	**DESCRIPTION**	**UNITS**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
2A	Small Trees – Less than 17"	EACH	100.00	25.00	2,500.00	125.00	12,500.00
2B	Large Trees – 17" and greater	EACH	100.00	125.00	12,500.00	250.00	25,000.00
TOTAL DIVISION 2: FULL BLOCK TRIMMING					15,000.00		37,500.00
DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL							
ITEM NO	**DESCRIPTION**	**UNITS**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
3A	Emergency Call: Includes aerial lift, chip truck and crew	HRS	100.00	175.00	17,500.00	420.00	42,000.00
3B	Minimum Call In Charge After Hours	#/HRS		4 HOURS		10 HOURS	
3C	Minimum 60' Aerial Lift	HR	1.00	50.00	50.00	70.00	70.00
3D	Minimum 9" Capacity Brush Chipper	HR	1.00	20.00	20.00	70.00	70.00
3E	Trimmer	HR	1.00	25.00	25.00	70.00	70.00
3F	Groundsman	HR	1.00	15.00	15.00	70.00	70.00
3G	Chip/Manual Truck (min. 5 cy)	HR	1.00	20.00	20.00	70.00	70.00
3H	Log Truck	HR	1.00	75.00	75.00	70.00	70.00
TOTAL DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL					17,705.00		42,420.00
DIVISION 4: STUMP GRINDING							
ITEM NO	**DESCRIPTION**	**UNITS**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**	**UNIT PRICE**	**TOTAL COST**
4A	Small stumps 17" in diameter or less	EACH	30.00	100.00	3,000.00	350.00	10,500.00
4B	Large stumps, stumps greater than 17"	EACH	100.00	280.00	28,000.00	800.00	80,000.00
TOTAL DIVISION 4: STUMP GRINDING					31,000.00		90,500.00
TOTAL DIVISION 1					138,000.00		298,500.00
TOTAL DIVISION 2					15,000.00		37,500.00
TOTAL DIVISION 3					17,705.00		42,420.00
TOTAL DIVISION 4					31,000.00		90,500.00
TOTAL DIVISION 1-4					201,705.00		468,920.00

Bond Number: 2523107

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Johnny's Tree Service Inc

1245 Falahee Rd
Jackson, MI 49203-3509

SURETY:
(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)

City of Jackson
161 W Michigan Ave
Jackson, MI 49201-1315

BOND AMOUNT: $ Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Tree Removal and Trimming

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
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User Notes:
(1496601206)

Signed and sealed this 6 day of July , 2022

Johnny's Tree Service Inc

(Contractor as Principal) *(Seal)*

(Witness)

(Title)

West Bend Mutual Insurance Company

(Surety) *(Seal)*

(Witness)

(Title) PAM BACON , Attorney-In-Fact

Init.

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User Notes:
(1496601206)

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. 2523107

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAM BACON

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of July, 2022.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: June 30th 2022

In compliance with your invitation for bids dated **June 22, 2022** to perform **AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Johnny's Tree Service Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 1245 Falahee Rd, Jackson, MI 49203
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2752684

(Corporate Seal, if applicable)

Name of Bidder: Johnny's Tree Service Inc.

Signed By: [signature]

Its: V.P./Owner

BID SHEET

DATE:

PROPOSAL FOR: AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DIVISION 1: TREE TRIMMING AND REMOVAL

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1A	Trees less than 17" DBH*	EACH	10	200.00	2,000.00
1B	Trees 18" – 24" DBH*	EACH	20	600.00	12,000.00

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1C	Trees 25" – 32" DBH*	EACH	30	800.00	24,000.00
1D	Trees 33" – 40" DBH*	EACH	30	1,300.00	39,000.00
1E	Trees 41" – 52" DBH*	EACH	20	1,675.00	33,500.00
1F	Trees 53" and larger DBH*	EACH	5	2,500	12,500.00
1G	Trimming and Pruning Crew	HRS	100	150.00	15,000.00
TOTAL DIVISION 1: TREE TRIMMING AND REMOVAL					138,000.00

DIVISION 2: FULL BLOCK TRIMMING

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2A	Small Trees – Less than 17"	EACH	100	25.00	2,500.00
2B	Large Trees – 17" and greater	EACH	100	125.00	12,500.00
TOTAL DIVISION 2: FULL BLOCK TRIMMING					15,000.00

DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
3A	Emergency Call: Includes aerial lift, chip truck and crew	HRS	100	175.00	17,500.00
3B	Minimum Call In Charge After Hours	#/HRS	4 hours		
3C	Minimum 60' Aerial Lift	HR	1	50.00	50.00
3D	Minimum 9" Capacity Brush Chipper	HR	1	20.00	20.00
3E	Trimmer	HR	1	25.00	25.00
3F	Groundsman	HR	1	15.00	15.00
3G	Chip/Manual Truck (min. 5 cy)	HR	1	20.00	20.00
3H	Log Truck	HR	1	75.00	75.00
TOTAL DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL					17,705.00

DIVISION 4: STUMP GRINDING

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
4A	Small stumps 17" in diameter or less	EACH	30	100.00	3,000.00
4B	Large stumps, stumps greater than 17"	EACH	100	280.00	28,000.00
TOTAL DIVISION 4: STUMP GRINDING					

TOTAL DIVISION 1	138,000.00
TOTAL DIVISION 2	15,000.00
TOTAL DIVISION 3	17,705.00
TOTAL DIVISION 4	31,000.00
TOTAL DIVISION 1-4	201,705.00

TOTAL BID WRITTEN OUT: Two Hundred and one Thousand Seven hundred Five 00/100

Submitted Bid:	#201,705.00
Labor Costs:	N/A
Materials Costs:	N/A
Equipment Costs:	N/A
Possible Change Orders:	None

Bidder's Name:	Johnny's Tree Service Inc.
Address:	1245 Falahee Rd
City, State, Zip:	Jackson, MI 49203
Telephone:	(517) 764-2444
Fax:	(517) 764-1340
Email Address:	JTSI@ATT.NET
Federal ID Number:	38-2752684
Bid Signed By:	Print or Type Cameron Smith
Title:	V.P./Owner

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its V.P./Owner

CONTRACT COMPLIANCE

DATE: June 22, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Johnny's Tree Service Inc certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Johnny's Tree Service Inc. understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: June 30th 2022 By: Johnny's Tree Service Inc.
(Bidder's Name)

By:
(Signature)

By: V.P./Owner
(Title)

1245 Falahee Rd.
Address

Jackson
City

Michigan 49203
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Johnny's Tree Service Inc.

ADDRESS: 1245 Falahee Rd.
Jackson, MI 49203

SIGNED BY:

TITLE: V.P./owner

DATE: June 30th 2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: June 30th 2022

By: Johnny's Tree Service Inc.
(Bidder's Name)

By: ~~V.P. Owner~~
(Signature)

By: V.P. Owner
(Title)

1245 Falahee
Address

Jackson
City

Michigan 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

_____, being first duly sworn, deposed and says that:

1. He is Cameron Smith of, Johnny's Tree Service Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: July 1st 2022 By: _____
(Company)

By: V.P. / owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 1 day of July, 20 22.

Nancy Ann Young
Nancy Ann Young
Notary Public, Jackson County,
My commission expires: March 1, 2027

NANCY ANN YOUNG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF JACKSON
My Commission Expires March 1, 2027
Acting in the County of Jackson

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Brothers Outdoor, 3055 Springport Rd, Jackson MI, 49201. All stumpgrinding and restoration, as described in division 4. Woman owned business.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Cameron Smith an authorized representative of Johnny's Tree Service Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated June 30th 2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Cameron Smith	Johnny's Tree Service Inc.
Telephone	Email Address
517-764-2444	JTSI@ATT.NET

Contract or matter pending with the City:

Tree Removal and Trimming

I, Cameron Smith, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☒ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

Johnny's Tree Service Inc.
Cameron Smith
Gregory Smith

Additional information regarding any of the above:

_____

_____

_____

_____

☐ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 1 day of July, 2022
By Nancy Ann Young.
Nancy Ann Young

NANCY ANN YOUNG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF JACKSON
My Commission Expires March 1, 2027
Acting in the County of Jackson

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Johnny's Tree Service Inc.
ADDRESS:	1245 Falahee Rd.
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-764-2444
OFFICERS:	
President: Gregory Smith	Email Address: JTSI@ATT.NET
Vice President: Cameron Smith	Email Address:
Secretary: Cameron Smith	Email Address:
Treasurer: Gregory Smith	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 35yrs	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:

ISA Certified Arborist MI-4118A

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs? EHAP (Line clearance)
First Aid

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions. N/A

CRITERIA 5:

Verification that the bidder is in compliance 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.

N/A

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. Previous Contract Holder

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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. N/A

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☒ NONE

CRITERIA 9:

Disclosure of 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.

☒ NONE

CRITERIA 10:

Disclosure 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.

☒ NONE

CRITERIA 11:

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.

Name:	Walton Insurance Group / Richmond Insurance
Type of Coverage:	Workers comp / Liability / Property Damage / Auto
Telephone:	

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☒ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information: Company Drug policy in our

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

N/A

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

N/A

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

We will Comply with all contract ordinances.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

N/A

CRITERIA 18:

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

Cameron Smith ISA Certified Arborist MI-4118A

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

N/A

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

N/A

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☒ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐ Yes N/A ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status N/A

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal. Approximately 50%. of our staff Lives within the City of Jackson. 90%. Live within Jackson County.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. N/A

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Johnny's Tree Service Inc. Cameron Smith

Print Firm Name/Principal

Signature/Principal

6-30-22

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	$201,705.00
Labor Costs:	N/A
Materials Costs:	N/A
Equipment Costs:	N/A
Possible Change Orders:	None

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five

(5) years including information regarding records of performance and job site cooperation.

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able

to achieve this goal.

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Criteria Attachment:

Criteria 12. We are fully staffed and utilize the services of U.S. Staffing in Jackson for approximately 50% of our staff. No staff classified as independent contractor.

Criteria 19. Have held City of Jackson contract for the past 3 years with a good working relationship.

Criteria 22. Have held City of Jackson contract for the past 3 years with a good working relationship.

Criteria 24. Current renewal of Workers Comp attached with mod rating highlighted.

Criteria 28. No formal EEO program although we employ 7 minorities currently out of a staff of 16

Extension of Information Page WC 00 00 01 A Item 4.

State of: MICHIGAN

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy	Code No.	Premium Basis Estimated Total An-nual Remuneration	Rate Per $100 Of Remuneration	Estimated Annual Premium
0001-01 JOHNNY'S TREE SERVICE INC FEIN # 38-2752684 SIC CODE 0782 NAICS CODE 561730 1245 FALAHEE RD JACKSON MI 49203				
LANDSCAPE GARDENING	0042	$ 24,459	2.98	$ 729.00
TREE PRUNING, SPRAYING REPAIRING, TRIMMING OR FUMIGATING	0106	$ 93,685	6.25	$ 5,855.00
AUTOMOBILE RENTAL CO. SEPARATELY RATE: GARAGE EMPLOYEES	8395	$ 37,011	1.64	$ 607.00
COLLECTORS, MESSENGERS OR SALESPERSONS-OUTSIDE	8742	$ 70,850	.20	$ 142.00
CLERICAL OFFICE EMPLOYEES NOC.	8810	$ 37,940	.09	$ 34.00
SNOW REMOVAL-CLEARING SNOW FROM STREETS OR ROADS	9402	IF ANY	2.40	$ 0.00
TOTAL CLASS PREMIUM				$ 7,367.00
INCREASE LIMITS 1.02	0122			$ 147.00
EXPERIENCE PREMIUM .89	9898			$ -827.00
STANDARD TOTAL				$ 6,687.00
EXPENSE CONSTANT	0900			$ 200.00
TERRORISM RISK INS ACT 2002 .01	9740			$ 26.00
FINAL TOTAL				$ 6,913.00
POLICY TOTAL ESTIMATED COST				$ 6,913.00

Experience Modification: .89 MI RISK ID: 0323128A

Policy No. WC5-34S-546288-012 Page No. 1

GPO 2923 WC 00 00 01 A

Insured Copy

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shannon Henman	
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600	FAX (A/C, No): (517) 787-3857
	E-MAIL ADDRESS: shenman@waltoninsurancegroup.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Michigan WC Placement Facility -Liberty Mutual	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Johnny's Tree Service Inc.
P.O. Box 345
Michigan Center MI 49254

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-34S-546288-0121	03/23/2022	03/23/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jackson
161 W Michigan Ave
Jackson MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David E. Tuck

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Jen Andrus
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	**PHONE (A/C, No, Ext):** 517-788-9130 **FAX (A/C, No):** 517-788-8036 **E-MAIL ADDRESS:** jandrus@richmondagency.com
INSURED Johnny's Tree Service Inc. 1245 Falahee Rd Jackson MI 49203	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Western World Ins. Co. — 13196 **INSURER B:** Progressive MI Ins Co — 10187 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 20220331124519181 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NPP8773658	03/23/2022	03/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	N	N	01966258-2	03/23/2022	03/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jackson
161 W. Michigan Avenue
Jackson MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Treeworks, Inc.
PO Box 274
Coopersville, MI 49404

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:
5% of bid

PROJECT (Name, location or address, and Project number, if any):
City tree removals, trimming, stump grinding, & restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1 day of July, 2022

(Witness)

Treeworks, Inc.
(Principal) *(Seal)*

(Title)

Sharon K. Bellief
(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) *(Seal)*

(Title)
Justin Haan, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: June 28, 2022

In compliance with your invitation for bids dated **June 22, 2022** to perform **AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Treeworks, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 11011 Fitzgerald St. Nunica MI 49448
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 02-0530898

(Corporate Seal, if applicable)

Name of Bidder: Treeworks, Inc.

Signed By: Jason R. Porter

Its: Jason R. Porter

BID SHEET

DATE:

PROPOSAL FOR: AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DIVISION 1: TREE TRIMMING AND REMOVAL

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1A	Trees less than 17" DBH*	EACH	10	$600	$6,000
1B	Trees 18" – 24" DBH*	EACH	20	$1,200	$24,000

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1C	Trees 25" – 32" DBH*	EACH	30	$1,800	$54,000
1D	Trees 33" – 40" DBH*	EACH	30	$2,600	$78,000
1E	Trees 41" – 52" DBH*	EACH	20	$3,800	$76,000
1F	Trees 53" and larger DBH*	EACH	5	$4,600	$23,000
1G	Trimming and Pruning Crew	HRS	100	$375	$37,500
TOTAL DIVISION 1: TREE TRIMMING AND REMOVAL				$298,500.00	

DIVISION 2: FULL BLOCK TRIMMING

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2A	Small Trees – Less than 17"	EACH	100	$125	$12,500
2B	Large Trees – 17" and greater	EACH	100	$250	$25,000
TOTAL DIVISION 2: FULL BLOCK TRIMMING				$37,500	

DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
3A	Emergency Call: Includes aerial lift, chip truck and crew	HRS	100	$420	$42,000
3B	Minimum Call In Charge After Hours	#/HRS	10		
3C	Minimum 60' Aerial Lift	HR	1	$70	
3D	Minimum 9" Capacity Brush Chipper	HR	1	$70	
3E	Trimmer	HR	1	$70	
3F	Groundsman	HR	1	$70	
3G	Chip/Manual Truck (min. 5 cy)	HR	1	$70	
3H	Log Truck	HR	1	$70	
TOTAL DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING AND TREE REMOVAL				$42,000.00	

DIVISION 4: STUMP GRINDING					
ITEM NO	**DESCRIPTION**	**UNITS**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**
4A	Small stumps 17" in diameter or less	EACH	30	$350	$10,500
4B	Large stumps, stumps greater than 17"	EACH	100	$800	$80,000
TOTAL DIVISION 4: STUMP GRINDING				$90,500.00	
TOTAL DIVISION 1				$298,500.00	
TOTAL DIVISION 2				$37,500.00	
TOTAL DIVISION 3				$42,000.00	
TOTAL DIVISION 4				$90,500	
TOTAL DIVISION 1-4				$468,500.00	
TOTAL BID WRITTEN OUT: Four hundred sixty eight thousand, five hundred dollars and no cents..					

Submitted Bid:	$468,500.00
Labor Costs:	35%
Materials Costs:	12.5%
Equipment Costs:	40%
Possible Change Orders:	None anticipated at time of bidding.

Bidder's Name:	Treeworks, Inc.
Address:	11011 Fitzgerald St.
City, State, Zip:	Nunica MI 49448
Telephone:	(616) 837-1100
Fax:	NA
Email Address:	office@treeworksmi.com
Federal ID Number:	02-0530898
Bid Signed By:	Print or Type
Title:	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Jason R. Porter Its Jason R. Porter

CONTRACT COMPLIANCE

DATE: June 22, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Treeworks, Inc. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Treeworks, Inc. understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: June 28, 2022

By: Treeworks, Inc.
(Bidder's Name)

By: Jason R. Porter
(Signature)

By: Jason R. Porter, President
(Title)

11011 Fitzgerald St.
Address

Nuica
City

MI 49448
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Treeworks, Inc.

ADDRESS: 11011 Fitzgerald St.
Nunica MI 49448

SIGNED BY: Jason R. Porter

TITLE: Jason R. Porter, President

DATE: June 28, 2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: June 28, 2022

By: Treeworks, Inc.
(Bidder's Name)

By: Jason R. Porter
(Signature)

By: Jason R. Porter, President
(Title)

11011 Fitzgerald St.
Address

Nunica
City

MI 49448
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Ottawa)

Jason R. Porter, being first duly sworn, deposed and says that:

1. He is Jason R. Porter of, Treeworks, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: June 28, 2022 By: Treeworks, Inc.
(Company)

By: Jason R. Porter, President Jason R. Porter
(Title)

Subscribed and sworn to before me, a Notary Public, this 28th day of June, 2022.

Audrey Rose Pelz

AUDREY ROSE PELZ, Notary Public
State of Michigan, County of Ottawa
My Commission Expires 10/03/2022
Acting in the County of Ottawa

Notary Public, Ottawa County,
My commission expires: October 3rd 2022

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

No subcontractors at time of bidding.

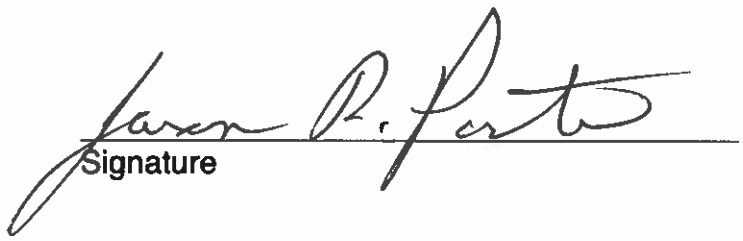
RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Jason R. Porter an authorized representative of Treeworks, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated June 28, 2022



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Jason R. Porter	Treeworks, Inc.
Telephone	Email Address
(616) 837-1100	office@treeworksmi.com

Contract or matter pending with the City:

Tree trimming and removal contract

I, Jason R. Porter, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated: June 28, 2022

Jason R. Porter
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF ~~JACKSON~~ Ottawa)

The foregoing instrument was acknowledged before me this 28th day of June, 2022,
By Jason R. Porter.

Audrey Rose Pelz, Notary Public

AUDREY ROSE PELZ, Notary Public
State of Michigan, County of Ottawa
My Commission Expires 10/03/2022
Acting in the County of Ottawa

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Treeworks, Inc.
ADDRESS:	11011 Fitzgerald St.
CITY, STATE, ZIP:	Nunica MI 49448
TELEPHONE:	(616) 837-1100
OFFICERS:	
President: Jason R. Porter	Email Address: jason.porter@treeworksmi.com
Vice President: Luke Porter	Email Address: luke.porter@treeworksmi.com
Secretary: Becky Porter	Email Address: becky.porter@treeworksmi.com
Treasurer: Becky Porter	Email Address: becky.porter@treeworksmi.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Treeworks, Inc.
STREET ADDRESS:	11011 Fitzgerald St.
CITY, STATE, ZIP CODE:	Nuncia, MI 49448
UNDER CURRENT MANAGEMENT SINCE (DATE):	2002

CRITERIA 3:

State and local licenses and license numbers held by your organization:

MDOT Pre-qualified Contractor Since 2006. $2M Capacity Rating. Vendor ID 05685

TCIA Accredited Since 2018. To receive this accreditation, a company must pass over 80 items of inspection.

See also supporting documents.

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

EHAP / Aerial Rescue
CPR/First Aid
Ground Crew
Aerial Lift Specialist
Crew Leader
CTSP
ISA Certified Arborist
ISA Utility Arborist

See also "Staff Experience Overview"

CRITERIA 4:

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

Individual crew certifications are reviewed and maintained annually by their own efforts and by opportunities provided by Treeworks, Inc.

CRITERIA 5:

Verification that the bidder is in compliance 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.

All applicable hiring laws are followed, and records maintained for each individual employee.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of 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.

☑ NONE

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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.

Name:	Van Wyk Risk Solutions
Type of Coverage:	GL, Auto, Work Comp, & Umbrella
Telephone:	(616) 942-5070

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

Internal Drug & Alcohol policy per company Operations Manual & Employee Handbook.

See supporting documents "Policies-3.26."

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

All work shall be completed according to specs and industry standards. We have successfully completed many commercial and municipal projects of comparable size, scope, and technicality.

Additionally, Treeworks, Inc. deploys the most capable roadside tree clearing equipment fleet in the region.

Please review "Experience Overview" & the attached Sennebogen 718 flyer.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

All staff are compensated above market industry average, have many benefits, and also participate in monthly profit sharing.

Please see also "Operations Manual & Employee Handbook" excerpts, Section 2 Compensation.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Affirmed.
No planned subcontractors at time of bidding.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

No known change orders at time of bidding.

CRITERIA 18:

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

Key staff have been employed with Treeworks, Inc. for nearly 20 years and have very extensive industry knowledge, field experience, & successful project management experience.

Please review "Staff Experience Overview" and attached certification certificates for Luke Porter.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Treeworks, Inc. uses extensive internal mapping and communications to deploy crews and needed assets in a coordinated manner on large scope municipal projects. Jobs are run by crew leaders according to specific project specifications, industry standards, and internal procedures.

Please see Operations Manual & Employee Handbook, Section 4: Safety & 5 Operations.
Please also see "Experience Overview."

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Please see "Experience Overview."

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Each crew leader is an ISA Certified Arborist & has completed TCIA Crew Leaders Course.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

All crew complete many trainning modules produced by TCIA. Full records upon request.

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐ Yes ☑ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Upon award, and during course of contract activities, Treeworks, Inc. will solicit local labor and vendors for contract support. Examples of work may include transporting log materials, or stump grinding restoration. Percentage is undefined at time of bidding, but historic experience is 15%.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

See supporting attachments.

Treeworks, Inc. Jason R. Porter, President

Print Firm Name/Principal

Jason R. Porter

Signature/Principal

June 28, 2022

Date

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	$468,500
Labor Costs:	35%
Materials Costs:	12.5%
Equipment Costs:	40%
Possible Change Orders:	None anticipated at time of bidding.

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five

TREEWORKS
CLEARING THE WAY

CRITERIA 6 EVIDENCE OF EXPIRENCE

Please carefully review attached "Experience Overview."

Please see attached "MDOT Pre-Qualification" & "TCIA Accreditation" certificate.

CRITERIA 7 BONDING CAPACITY

Treeworks, Inc. Maintains two bonding lines of $2M each at the following agencies:

Van Wyk Risk Solutions & J. Ryan Bonding, Inc.

CRITERIA 12 STAFFING CAPABILITIES & CLASSIFICATION

See "Staff Experience Overview" for a review of crew training and capabilities.

All Treeworks, Inc. Crew are W-2 employees with a full range of benefits. Each year our payrolls are independently audited and classified in regards to applicable Workers Compensation coverage. All employee records are reviewed by both our accounting and insurance agencies.

CRITERIA 19 REFERANCES

Please carefully review attached "Experience Overview."

CRITERIA 24 EMR RATINGS

The most current available ratings on record are follows:

2017 .83

2018 .83

2019 .88

2020 .76

CRITERIA 26 DOCUMENTATION OF CERTIFICATION

Staff have completed many courses produced by both International Society of Arboriculture & Tree Care Industry Association. Please see attached "Staff Experience Overview," along with example course certificates for Luke Porter.

CRITERIA 28 & 29 EQUAL OPPORTUNITY

Treeworks, Inc. Has been an equal opportunity employer having all races and genders on our crews. We do not discriminate any opportunities on any basis whatsoever. Women, minorities, and veterans have been actively and deliberately recruited for joining our staff.

Please see attached "Employment Application."

Please see attached Operations Manual & Employee Handbook, Section 3 Policies, "Discrimination Policy 3.1" & "Harassment Policy 3.2"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

Criteria
11, 12

THIS CE… R OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFI… OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. …E DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED …PRESE… CERTIFICATE HOLDER.

IMPORTA… DITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBRO… erms and conditions of the policy, certain policies may require an endorsement. A statement on this certif… tificate holder in lieu of such endorsement(s).

PRODUCER
Va…
15…
Sui…
Grand Rapids, MI 49503

CONTACT NAME: Jenna La Fond
PHONE (A/C, No, Ext): 616.942.5070 FAX (A/C, No): 616.942.8199
E-MAIL ADDRESS: JennaL@vanwykcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SECURA Insurance Companies	22543
INSURER B: Insurance Company of the West	27847
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Treeworks, Inc.
PO Box 274
Coopersville, MI 49404

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✔ COMMERCIAL GENERAL LIABILITY			CP3277796	01/01/2022	01/01/2023	EACH OCCURRENCE	$	1,000,000
	☐ CLAIMS-MADE ✔ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	✔ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY			A3277796	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	✔ ANY AUTO						BODILY INJURY (Per person)	$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	✔ UMBRELLA LIAB ☐ OCCUR			CU3277797	01/01/2022	01/01/2023	EACH OCCURRENCE	$	4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$	4,000,000
	☐ DED ☐ RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5059075 01	01/01/2022	01/01/2023	✔ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenna La Fond

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TREEWORKS

Staff Experience Overview

	Jason P.	Luke P.	Randy B.	Zach J.	Darnell N.	Scott F.	Zach P.	Kurt H.	Jeff E.	Saul S.	Ethan P	Zach S.
·ars of Arboriculture Expirence	21	23	20	11	12	8	13	7	12	2	2	1
·ars of service at Treeworks, Inc.	21	23	20	6	3	4	7	7	2	2	2	1
ırrent Billet	CEO/PM	PM/CL	PM/CL	TW	TW	TW	CL/EO	TW	TW	GC/EO	GC	GC
ee Risk Assesment Qualified	X	X										
A Certified Arborist	X	X	X	X								
A Utility Arborist		X	X									
IAP/Aerial Rescue	X	X	X	X	X	X	X	X	X	X	X	x
R/First Aid	X	X	X	X	X	X	X	X	X	X	X	x
›mmercial Driver's Liscence	CDL A	CDL A	CDL A	CDL A		CDL A	CDL A	CDL A	CDL A			
sticide Applicator		X	X	X			X	X				
IA Apprentice	X	X	X	X	X	X	X	X			X	
IA Chain Saw Operator	X	X	X	X	X	X	X	X				
IA Chipper Operator	X	X	X	X	X	X	X	X				
IA Ground Operations	X	X	X	X	X	X	X	X				
IA Tailgait Safety, ANZSI 133, weekly	X	X	X	X	X	X	X	X	X	X	X	X
IA Crew Leader		X	X	X			X					
IA Aerial Lift Specialist					X	X		X				

dmin / Shop

Becky Porter	Chief Administrator	MSU
Nate Macerelli	Master Welder & certified mechanic	
Shiloh Carozza	Communications Director	Hilisdale College

Criteria
3, 4, 12, 18, 23
24,

The International Society of Arboriculture

Hereby Announces That

Luke Evan Porter

Has Earned the Credential

ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

27 May 2021	27 May 2026
Issue Date	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST UTILITY SPECIALIST®

Luke Evan Porter

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist Utility Specialist®

Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Caitlyn Pollihan
Executive Director
International Society of Arboriculture

MI-4330AU	12 Feb 2018	31 Dec 2022
Certification Number	Certified Since	Expiration Date

EMPLOYMENT APPLICATION

Please complete the entire application.

1. Employer Information

Employer: Treeworks, Inc.
Address: P.O. Box 274
City/State/ZIP: Coopersville, Michigan 49404
Telephone: (616) 837-1100

It is the policy of Treeworks, Inc. to provide equal employment opportunities to all applicants and employees without regard to any legally protected status such as race, color, religion, gender, national origin, age, disability or veteran status.

Criteria 28 + 29

2. Applicant Information

Applicant Full Name: _____
Home Address: _____
City/State/ZIP: _____
Number of years at this address: _____
Daytime phone: _____ Evening phone: _____
Mobile phone: _____
Social Security Number: _____
Driver's License (State/Number): _____

3. Emergency Contact

Who should be contacted if you are involved in an emergency?
Contact Name: _____
Relationship to you: _____
Address: _____
City/State/ZIP: _____
Daytime phone: _____ Evening phone: _____

4. Job Position Applied For: _____
Full or Part Time? _____

5. Salary Desired: $ _____ per _____

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6. Who referred you to our company? _____
Do you have any friends or relatives who work here? If yes, please list here:
_____

7. Are you at least 18 years old? _____ Yes _____ No

8. How will you get to work?_____

9. Are you willing to work any shift, including nights and weekends? _____ Yes _____ No
If no, please state any limitations:
_____

10. If applicable, are you available to work overtime? _____ Yes _____ No

11. If you are offered employment, when would you be available to begin work?
_____

12. If hired, are you able to submit proof that you are legally eligible for employment in the United States? _____ Yes _____ No

13. Are you able to perform the essential functions of the job position you seek with or without reasonable accommodation? _____ Yes _____ No

What reasonable accommodation, if any, would you request?
_____

14. Applicant's Skills

List any skills that may be useful for the job you are seeking. Enter the number of years of experience, and circle the number which corresponds to your ability for each particular skill. (One represents poor ability, while five represents exceptional ability.)

Skill	Years of Experience	Ability or Rating
_____	_____	1 2 3 4 5
_____	_____	1 2 3 4 5

15. Applicant Employment History

This is a RocketLawyer.com document.

List your current or most recent employment first. Please list all jobs (including self-employment and military service) which you have held, beginning with the most recent, and list and explain any gaps in employment. If additional space is needed, continue on the back page of this application.

Employer Name: _____
Supervisor Name: _____
Address: _____
City/State/ZIP: _____
Job Duties: _____
Reason for Leaving: _____
Dates of Employment (Month/Year): _____

Employer Name: _____
Supervisor Name: _____
Address: _____
City/State/ZIP: _____
Job Duties: _____
Reason for Leaving: _____
Dates of Employment (Month/Year): _____

Employer Name: _____
Supervisor Name: _____
Address: _____
City/State/ZIP: _____
Job Duties: _____
Reason for Leaving: _____
Dates of Employment (Month/Year): _____

16. Applicant's Education and Training

College/University Name and Address

_____

Did you receive a degree? _____ Yes _____ No If yes, degree(s) received:

_____

High School/GED Name and Address

_____

Did you receive a degree? _____ Yes _____ No

Other Training (graduate, technical, vocational):

_____

Please indicate any current professional licenses or certifications that you hold:

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Awards, Honors, Special Achievements:

_____

Military Service:
_____ Yes _____ No
Branch: _____
Specialized Training: _____

17. References

List any two non-relatives who would be willing to provide a reference for you.

Name: _____
Address: _____
City/State/ZIP: _____
Telephone: _____
Relationship: _____

Name: _____
Address: _____
City/State/ZIP: _____
Telephone: _____
Relationship: _____

18. Please provide any other information that you believe should be considered, including whether you are bound by any agreement with any current employer:

_____

_____

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CERTIFICATION

I certify that the information provided on this application is truthful and accurate. I understand that providing false or misleading information will be the basis for rejection of my application, or if employment commences, immediate termination.

I authorize Treeworks, Inc. to contact former employers and educational organizations regarding my employment and education. I authorize my former employers and educational organizations to fully and freely communicate information regarding my previous employment, attendance, and grades. I authorize those persons designated as references to fully and freely communicate information regarding my previous employment and education.

If an employment relationship is created, I understand that unless I am offered a specific written contract of employment signed on behalf of the organization by its President, the employment relationship will be "at-will." In other words, the relationship will be entirely voluntary in nature, and either I or my employer will be able to terminate the employment relationship at any time and without cause. With appropriate notice, I will have the full and complete discretion to end the employment relationship when I choose and for reasons of my choice. Similarly, my employer will have the right. Moreover, no agent, representative, or employee of Treeworks, Inc., except in a specific written contract of employment signed on behalf of the organization by its President, has the power to alter or vary the voluntary nature of the employment relationship.

I HAVE CAREFULLY READ THE ABOVE CERTIFICATION AND I UNDERSTAND AND AGREE TO ITS TERMS.

_____ _____

APPLICANT SIGNATURE DATE

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Criteria
6, 14, 19, 20
21, 22

TREEWORKS
CLEARING THE WAY

Supporting Documents

REFERENCE AND EXPERIENCE OVERVIE

Treeworks, Inc. began providing tree services to the residential property owners of Kent and Ottawa County in the 1990's, and was incorporated in 2001. Today, Treeworks Inc. continues to serve the arboricultural needs of residential, commercial, and municipal clients throughout the region with our dedicated staff, completing all projects by merging our experience with the ANSI Z133 Standards of Safety & ANSI A300 Standards of Arboriculture.

Treeworks, Inc. is a ***Tree Care Industry Association (TCIA) Accredited Company***, and ***Michigan Department of Transportation (MDOT) Prequalified Contractor*** in the trades of *N-2 Clearing, H Landscaping, & I Sodding / Seeding*. Treeworks, Inc. is also licensed by the State of Michigan Department of Agriculture and Rural Development for Pesticide Application. Treeworks, Inc. staff also hold the following credentials:

4 ISA Certified Arborists
2 ISA Utility Arborists
2 TCIA Certified Tree Care Safety Professionals
1 Tree Risk Assessment Qualified Arborist
Certified Pesticide Applicators
Many TCIA Tree Care Academy course completions for all staff.

Jason R. Porter, President
(616) 837-1100
office@treeworksmi.com
www.treeworksmi.com

ACCREDITED
ETHICS
TREE CARE INDUSTRY ASSOCIATION
QUALITY
CONFIDENCE

NOTABLE PROJECTS

Residential		
Rushmore storm damage restoration and removal	Ada, MI	$28,000
Berghuis Construction selective removals and land management	West MI	$32,000
Melissa L. Clearing, pruning, river restoration, retaining wall construction, & landscaping	Hesperia, MI	$35,000
Crawford Creek selective tree removal/pruning	Grand Rapids, MI	$48,000
Commercial		
48th Ave Right of way clearing	Allendale, MI	$20,000
Barstow Park Tree removals	Midland, MI	$22,000
M-119 Bike Path tree clearing	Harbor Springs, MI	$27,000
Seaman Road tree removal	Manistee, MI	$37,000
Tilson Rd Right of way clearing	Upper Peninsula, MI	$40,000
Benton Harbor street extension tree removals	Benton Harbor, MI	$41,000
Tallman Creek Sewer right of way clearing	Grand Rapids, MI	$45,000
Huron-Clinton City parks vegetation management	Detroit, MI	$50,000
City of Marshall Tree removal	Marshall, MI	$67,000
Mio Snag Topping	Mio, MI	$69,000
Cottonwood Dr. / 10th Ave Right of way clearing	Jenison, MI	$135,000
McBride Drain obstruction tree removal	Macomb, MI	$300,000
City of Grand Rapids Tree removal	Grand Rapids, MI	$425,000
MDOT Roadside mowing	Allegan Co, MI	$800,000
City of Kalamazoo danger tree pruning	Kalamazoo, MI	$1,200,000
MDOT SW Region Right of way tree work	Southwest Michigan	$1,500,000

NOTABLE PROJECTS, CONTINUED

Airports		
Manistee Airport, obstruction tree removal	Manistee, MI	$10,000
Sparta Municipal Airport, tree removal and topping	Sparta, MI	$22,000
St. Clair County Airport, tree removal	Port Huron, MI	$24,000
Antrim County Airport, obstruction tree removal	Bellaire, MI	$45,000
Oscoda County Airport, clearing	Mio, MI	$77,000
Oakland County Airport, obstruction tree removal	Pontiac, MI	$90,000
Wexford County Airport, obstruction tree removal	Cadillac, MI	$158,000
Kalamazoo/Battle Creek, obstruction tree removal	Kalamazoo, MI	$165,000
Owosso Community Airport, obstruction tree removal	Owosso, MI	$250,000
Utility right of way		
Grand Haven Board of Power and Light	Grand Haven, MI	$80,000
Midwest Energy & Communications	MI and OH	$550,000
Consumers Energy	MI	$650,000
Great Lakes Energy	West MI	$1,100,000



REFERENCES

ADAMS OUTDOOR ADVERTISING
Kylie Robinson (269) 342-9831
krobinson@adamsoutdoor.com
Vegetation management for clear view of billboards. 2010-present. $300,000

MICHIGAN DEPARTMENT OF TRANSPORTATION, GRAND REGION
Ken Hildebrand (231) 250-6396
HildebrandK@michigan.gov
Highway right of way mowing. 2016-present. $800,000+

MICHIGAN DEPARTMENT OF TRANSPORTATION, SOUTHWEST REGION
Mike Streeter (269) 217-7785
streeterm@michigan.gov
Ben Hodges (517) 202-0289
hodgesb@michigan.gov
Trace Plummer (269) 921-6177
plummert@michigan.gov
Right of way pruning and removal. 2021-present. $1,500,000

CITY OF GRAND RAPIDS, FORESTRY
Nate VanEnk (616) 558-2914
nvanenk@grand-rapids.mi.us
Vernon Hayden (989) 287-4830
vhayden@grand-rapids.mi.us
City large diameter danger tree removal. 2017-2018. $400,000

CITY OF KALAMAZOO, FORESTRY
Anthony Ladd (269) 910-1622
ladda@kalamazoocity.org
Neighborhood street tree pruning and removals. 2017-present. $1,500,000

REFERENCES, CONTINUED

GRAND HAVEN BOARD OF LIGHT & POWER
Robert Shelley (616) 607-1263
rshelly@ghbpl.org
Randy Cory (616) 638-1590
RCory@ghblp.org
Distribution line clearing and trimming. 2018. $80,000

GREAT LAKES ENERGY
Rob Nielsen (231) 206-7398
rnielsen@glenergy.com
Distribution line clearing and trimming, 2019-present. $1,100,000

CONSUMERS ENERGY
Nathan Rodriguez (616) 265-0433
NATHAN.RODRIGUEZ@cmsenergy.com
Samuel Chansler (269) 207-8797
samuel.chansler@cmsenergy.com
New construction R.O.W. Clearing, 2019-present. $650,000

MEAD & HUNT ENGINEERING
Tom Ward (517) 204-1060
tom.ward@meadhunt.com
Owosso Community Airport obstruction tree removal and clearing, 2021-2022. $250,000

TREEWORKS

CLEARING THE WAY

PROVIDING PROFESSIONAL TREE SERVICES TO OUR WEST MICHIGAN COMMUNITY



Introducing the Sennebogen 718 to Michigan

- 47 ft reach
- 360° rotation
- Up to 12K lb lift capacity
- Up to 24" cutting capacity
- Rotating sawblade
- Video: www.treeworksmi.com

SERVICES WE OFFER

- Clearing
- Tree Removal
- Pruning
- Landscaping
- Property Management
- Wood Resources

MARKETS WE SERVE

- Residential
- Commercial
- Municipal



Contact Us Today! 616.837.1100 | office@treeworksmi.com | www.treeworksmi.com

supporting Excerpts

criteria 5, 13, 15, 20 21, 29

TREEWORKS

CLEARING THE WAY

OPERATIONS MANUAL & EMPLOYEE HANDBOOK

NOTE: This handbook is meant to be an active document that shall be continuously reviewed, edited and tested in order to best reflect the realities and fluidity of the operations of Treeworks, Inc. for both the company and staff.

1st Edition July 2018
2nd Edition Dec 2018

DISCLAIMER STATEMENT

This Employee Handbook contains information about the employment policies and practices of Treeworks, Inc. Each employee is expected to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in the Employee Handbook should be required as a basic management guideline only, which in a growing and developing business will require changes, adjustments, and amendments.

Treeworks, Inc. retains the right to make decisions involving employment as needed in order to conduct its work and business in a manner that is beneficial to employees and the company. This Employee Handbook supersedes and replaces any and all verbal or written policy statements that may have been previously established. Treeworks, Inc. also reserves all rights to revise, delete, and add to the provisions of this Employee Handbook, and all such revisions must be in writing and approved by the President of Treeworks, Inc. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matter it covers. Nor is the Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

This Employee Handbook refers to current employee benefit plans offered and maintained by Treeworks, Inc. Refer to the actual planned documents and summary plan descriptions, which are controlling.

Treeworks, Inc. is an *"At-Will"* employer. Regardless of any provisions in this Employee Handbook, either you or the company may terminate the employment relationship at any time, for any reason, with or without cause or motive. Nothing in this Employee Handbook or in any document or statement, written or oral, shall limit the right to terminate "employment-at-will." No officer, employee or representative of the company is authorized to enter into any agreement, expressed or implied, with any employee for employment other than *"At-Will."*

Employee Signature _____

Employee Printed Name _____

Date _____

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TCIA CODE OF ETHICS 1.7

Treeworks, Inc. is a member of the Tree Care Industry Association. We ask that all employees abide by the TCIA Code of Ethics:

Tree Care Industry Association recognizes that the manner in which members' conduct business reflects upon the professionalism of the entire tree care industry and the arboriculture profession. Therefore, upon acceptance into membership, TCIA requests that members abide by the Arborist Pledge and the TCIA Code of Ethics in word, action, and within the spirit of integrity, which is at the core of these principles.

Members of Tree Care Industry Association assume a responsibility to the profession, society and their peers by pledging to uphold and abide by the following:

Arborists have the responsibility to provide professional care of trees for current and future generations. We pledge to be advocates and practitioners of the highest arboricultural standards and practices.

Since arboriculture is an ever-changing science, we pledge to educate ourselves, our constituents, and our clients in the most current research and practices available to the industry.

We pledge to conduct ourselves and businesses in an honest and dignified manner, reflecting our adherence to the laws that govern us locally, nationally and internationally.

We will endeavor to grow our work force through training and employee development.

We agree that the arboriculture profession is extremely high profile in public perception.

We pledge to look and act professional so as to reflect a positive image for the green industry, and promote our profession.

We agree that safety, training and education are of the utmost importance in maintaining a professional workforce. We pledge to provide for the safety and training of employees to ensure a healthy work environment.

We pledge to respect the views, ideas and contributions of our peers. Open and honest communications, sharing of ideas and experiences has been a cornerstone of TCIA membership, fostering goodwill between companies. We pledge to continue this tradition.

As members of TCIA, we believe that active participation on committees and Boards, and serving in other areas of leadership is extremely important to keeping a healthy, diverse association. © 2003 Tree Care Industry Association. All Rights Reserved.

NEW EMPLOYEE ORIENTATION 1.8

Prior to being placed in the field all new employees will be issued and briefed on the following items:

Operations Manual & Employee Handbook	Briefing on Manual & Handbook	Signed Disclaimer Statement
Employee File	Billet Assignment	Payroll Paperwork
Clothing Issue	Equipment Issue	Mentor Assignment
Copy of ANSI Z 133	Facilities Overview	90 Day Training(Apprentice, Ground, Chipper)

SICK PAY 2.7

You are allowed up to 5 non accruable paid sick days per year as needed. These days are not intended to be used in conjunction with vacation pay. You must make every reasonable effort to notify your employer with as much advanced notice of you sick day absence as possible. Notification at reporting time is highly discouraged unless you are in extreme circumstances. These paid sick days may be used for illness only, and will not be applied to medical or other appointments.

VACATION PAY 2.8

All full time employees of Treeworks Inc. are issued up to 5 non accruable vacation days per year from date of hire After 2 years of service, employees are issued up to 10 non accruable vacation days per year, renewing on employees date of hire. You will be paid 8 hrs per vacation day drawn at your standard pay rate.
Any unused vacation time will be issued as a bonus check before it renews on employees date of hire anniversary.
Overtime is not applicable in any way to vacation pay. Vacation time must be requested in writing and approved in advance.

LEAVE OF ABSENCE 2.9

You may request a "Leave of Absence" from your job with a direct conversation with Treeworks, Inc. owners. So long as you are in good standing with the company, and your leave is a planned and approved event you are welcome to exercise this option with no negative impact on your potential future employment at Treeworks, Inc.

WORKER'S COMPENSATION 2.10

On-the-job injuries are covered by our Worker's Compensation insurance policy at no cost to you. If you are injured **on the job** report the incident immediately to management. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize you claim. Additional, Treeworks, Inc. will attempt to provide a reasonable accommodation which is medically necessary, feasible, and does not impose an undue hardship on the company, in accordance with federal, state, and local laws.

SHORT TERM DISABILITY INSURANCE 2.11

If you sustain an injury while **off the job** that prohibits you from fulfilling your job duties, you are likely eligible for this compensation provided by the company at no cost to you. The intent of this benefit is to protect and replace your wages during the time period you are unable to work for up to one month. See policy for full/complete details.

LONG TERM DISABILITY INSURANCE 2.12

If you sustain an injury while **off the job** that prohibits you from fulfilling your job duties, you are likely eligible for this compensation provided by the company at no cost to you. The intent of this benefit is to protect and replace your wages during the time period you are unable to work for time periods over one month. See policy for full/complete details.

RETIREMENT 2.13

A 401(K) plan is offered by the company. Treeworks, Inc. will match **50% of your contribution** into your plan account, *up to 10% of your gross earnings*. Amounts are drawn weekly from your paycheck. Please see plan for full/complete details.

*STDI, LTDI, & Retirement plans are administered by Watermark Employee Benefits LLC.
Zac Woodward, (616) 284-0100. zac@watermarkb.com

HEALTH INSURANCE 2.14

This benefit is available to employees and their families 90 days after probationary employment. Once you are eligible, your portion of premium will be withheld from your paycheck, and Treeworks, Inc. will provide the balance of insurance premium according to the following schedule:
Employer/Employee Year 1 55/45% Year 2 65/35% Year 3 75/25%
Health insurance is a ***discretionary*** health care benefit that will be available upon yearly premium review and at the sole direction of owner.

PROFIT SHARING & BONUSES 2.15

Based upon the company's profitability and other factors deemed significant by management, you may receive bonuses from time to time. This is a discretionary benefit and will be granted at the sole discretion of the President and Vice President.

PER-DIEM 2.16

A cash allowance is often issued for jobs that require overnight stays out of town, or jobs that may have excessive drive time. Typical allowance is $50 cash and is paid within a week of the event.

Section 3: Policies

DISCRIMINATION POLICY 3.1

Treeworks, Inc. is committed to equal opportunities for employment. We will not discriminate against employees or applicants based on any legally recognized status including but not limited to: sex, race, religion, age, or national origin. Your application will be considered on merit alone.

HARASSMENT POLICY 3.2

We prohibit the harassment of one employee to another or third party for any reason including but not limited to sex, race, religion, age, or national origin. Harassment of third parties by Treeworks, Inc. employees is also prohibited.

While it is not always easy to definitively define what harassment is, it includes: slurs, epithets, threats, derogatory comments/visual depictions, unwelcome jokes, and harsh teasing. The company will investigate all such reports as needed in confidentiality. Adverse action will not be taken against an employees because they in good faith reports or participates in the investigation of a violation of this policy. Also, a violation of this policy may result in disciplinary action, up to and including termination.

VOLUNTARY TERMINATION 3.3

Should you decide to leave your employment with the company, we ask that you provide at least two weeks advanced notice. Your thoughtfulness is appreciated and will be noted as favorable should you ever wish to reapply for employment with the company.

Employees who are rehired following a break in service in excess of one week for other than approved leave of absence, must service a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. **All company property, including and not limited to,** uniforms, equipment, logo items, electronics, email files, tools, and any other such items belonging to Treeworks, Inc. must be returned upon exit. Otherwise Treeworks, Inc. may take any and all legal action to recoup replacement costs.

INVOLUNTARY TERMINATION 3.4

Either the employee or the company has the right, at any time, to terminate employment at their discretion, with or without cause and without having to follow any particular procedure. If you choose to exercise this right you are still required to **return all company property** as described above.



DRUGS 3.26

Treeworks, Inc. has vital interests in maintaining a safe work environment. The unlawful or improper use of drugs (including legalized recreational marijuana) in the workplace as intended according to Federal, OSHA, and DOT laws and standards presents an extreme risk and danger to everyone. A drug free workplace is therefore a condition of employment. Random drug testing may be conducted in compliance to state and federal laws.

Employees are prohibited from reporting to work or working while using or having used illegal or unauthorized substances. In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal substances in the workplace. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their system.

Your employment or continued employment with the company is conditioned upon your full compliance with this substance abuse policy.

TREEWORKS

CLEARING THE WAY

PROVIDING PROFESSIONAL TREE SERVICES TO OUR WEST MICHIGAN COMMUNITY



Introducing the Sennebogen 718 to Michigan

- 47 ft reach
- 360° rotation
- Up to 12K lb lift capacity
- Up to 24" cutting capacity
- Rotating sawblade
- Video: www.treeworksmi.com

SERVICES WE OFFER

- Clearing
- Tree Removal
- Pruning
- Landscaping
- Property Management
- Wood Resources

MARKETS WE SERVE

- Residential
- Commercial
- Municipal



Contact Us Today! 616.837.1100 | office@treeworksmi.com | www.treeworksmi.com

Treeworks Inc.
Coopersville, MI

Is accredited by the Tree Care Industry Association for:

- ☑ Adherence to ethical business practices
- ☑ Compliance with Industry Standards for safety and performance; and,
- ☑ Provision of quality service.

***Treeworks Inc.** has maintained Accredited status in good standing since **9/14/2018**.*

*This annual Accreditation certificate is valid thru **12/31/2024** .*

December 02, 2021

Date

Bob Rouse, SVP, Programs and Services

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

August 17, 2021

Treeworks, Inc.
PO Box 274
Coopersville MI 49404-0274

05685
(616) 837-1100

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of $2,000,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2022. – Ex 2023

100	H	Landscaping
100	I	Sodding And Seeding/Turf Establishment
2000	N2	Clearing & Grubbing

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: 1-Year Contract Extension - U.S. Department of the Treasury American Rescue Plan Act - State and Local Fiscal Recovery Funds Consultant Services Agreement

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Recommendation:

Approve a one-year extension to the Consultant Services Agreement with Guidehouse Inc. to assist in accessing and guiding appropriate uses of the American Rescue Plan – State and Local Fiscal Recovery Funds and authorize the City Manager to execute the appropriate documents.

I recommend approval. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: August 9, 2022

RECOMMENDATION: **Approve a one-year extension to the Consultant Services Agreement** Managing State and Local Fiscal Recovery Funds (SLFRF)

SUMMARY

City Council approved a contract with Guidehouse, Inc. on August 10, 2021. This contract provides for two, one-year extensions. Guidehouse has proven to be a valuable partner in helping the City with utilization of SLFRF funds, including project management, grant applications, project tracking and fiscal reporting. I recommend extending the contract with Guidehouse, Inc. for one year.

BUDGETARY CONSIDERATIONS

This one-year contract extension for actual time and materials.

HISTORY, BACKGROUND and DISCUSSION

Guidehouse is working collaboratively with the City to expend the funds and address negative economic impacts caused by the public health emergency; replace lost public sector revenue for use to provide government services and investment; and investment in water, sewer, and broadband infrastructure.

DISCUSSION OF THE ISSUE

Guidehouse Inc. has been procured by the Michigan Association of Counties CoPro+ Program, enabling the City to "piggyback" and purchase COVID-19 Relief Consulting Services under their Agreement. Their services are billed based on actual time and materials and is a grant-eligible expenditure. A few of the services available by engaging Guidehouse Inc. are as follows:

- Ensure project eligibility and compliance is maintained.
- Submit quarterly and annual reports as required by the grant.
- Attend meetings with staff and/or the community to assist in gathering input on the use of the funds.
- Assist to coordinate use of other funding sources that become available.

Guidehouse, Inc. has extensive experience with grant consulting. They are currently engaged as the consultant for Treasury (federal) and FEMA and have already been retained by several other communities throughout Michigan to assist with managing their SLFRF awards.

POSITIONS

Recommend approval of the one-year extension of consultant services agreement with Guidehouse Inc. to assist in accessing and guiding appropriate uses of the American Rescue Plan Funds and authorize the City Manager to execute the appropriate documents.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of **AUGUST**, **2021**, by and between the **CITY OF JACKSON**, a Michigan municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "City"), with offices at 161 W. Michigan Avenue, Jackson, MI 49201, and **GUIDEHOUSE INC.,** with offices at 2941 Fairview Park Dr., Suite 501, Falls Church, VA 22042 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became law on March 11, 2021; and

WHEREAS, Title IX, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

(A) to respond to the public health emergency with respect to COVID–19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or City due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or City prior to the emergency;

(D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is projected to receive American Rescue Plan (ARP) funds in two separate tranches, the First Tranche Amount to be received within 60 days of bill enactment and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, the City Council of the City of Jackson desires to utilize the ARP Funds to swiftly and effectively provide aid to those City residents and businesses most affected by the COVID-19 pandemic; and

WHEREAS, the City requires professional services to assist in accessing and guiding appropriate uses of the ARP Funds (hereafter, "the Project"); and

WHEREAS, the City will work with the Michigan Association of Counties CoPro+ Program to market and extend the contracted services to other government municipalities throughout the State of Michigan, which will enable public municipalities to "piggyback" and purchase Covid-19 Relief Consulting Services under this Agreement; and

WHEREAS, the Consultant has experience in the type of professional services required for the Project, and agrees to provide such services subject to the terms and conditions of this Agreement.

WHEREAS, the City accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. AGREEMENT PERIOD; TERMINATION. This Agreement shall commence upon the execution by both parties, and shall continue for a period of one year, at which time this Agreement shall terminate, unless extended by the City as authorized in this section.

It is expressly understood and agreed by the parties hereto that the City shall have the option to extend the term of this Agreement based on annual performance reviews for up to two (2) additional one (1) year terms, for a total contract period not to exceed three (3) years. This option may be exercised by the City's delivery prior to the end of the initial or renewal term of written notice to the Consultant of its intention to extend the term of the Agreement. If such notice is not given, this Agreement shall terminate at the end of the then-current term.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT. The Consultant shall provide the City with consultation and related services as it may require for the Project, on an as-needed basis as requested by the City. The services to be provided by the Consultant are more fully set forth in the RFQ Scope of Work Section 1.0 and Attachment A – Pricing Proposal, attached as Exhibit A and incorporated by reference. The Consultant shall ensure that all funds are used in compliance with the ARP Program, and that the City is properly credited as the entity designating the ARP funds for distribution by the Consultant.

III. STATEWIDE COOPERATIVE CONTRACT. The Consultant shall cooperate with the Michigan Association of Counties CoPro+ Program, and other governmental entities, to market and extend this Agreement to other municipalities throughout the State of Michigan, enabling other municipalities to purchase the Consultant's services from this competitively awarded Agreement. All pricing submitted the City and its participating entities shall include a 2.0% remittance fee to be remitted to CoPro+ by the Consultant on a quarterly basis. Administrative fees will be paid against the actual sales volume for each quarter. It is the Consultant's responsibility to keep all pricing up to date and on file with City/CoPro+. All price changes shall be presented to City for acceptance, using the same format as was accepted in the original contract.

IV. COMPENSATION. The Consultant shall be compensated for the services provided under this Agreement in accordance with the Pricing Proposal, attached as Exhibit A.

The Consultant shall submit detailed invoices on a monthly basis to the City services performed under this Agreement. Each bill shall be issued no later than the 5th day of each month, and set forth the products and services provided, the date provided, the charge therefore, and the total sum due and owing. Invoices shall be submitted via email to Heather Ehnis, Assistant Director of Finance at hehnis@cityofjackson.org or other address as the City may require upon notice to the Consultant. The City shall pay the invoices received from the Consultant, in accordance with the City's procedure for payment of Accounts Payable.

V. REPORTS. The Consultant shall prepare and submit monthly reports to the City on the activities performed and expenses incurred by the Consultant under this Contract, containing such information as requested by the City's Board of Commissioners or Administrator, or their designated representatives, and additional reports within ten (10) business days after the Consultant's receipt of written notice setting forth such request. If any report is not completed to the satisfaction of the requesting

party, the requesting party shall return the same to the Contractor, setting forth additional information desired. The Consultant shall resubmit the same with the appropriate changes no later than five (5) business days subsequent to its return.

VI. RECORDS. The Consultant shall keep and maintain adequate records and files, including source documentation, covering the services rendered and expenses incurred pursuant to this Agreement for seven (7) years from either the date of termination of this Agreement or the date of submission of the final report, whichever is later.

VII. FORMS TO BE USED BY CONSULTANT. In the event the City furnishes forms for any of the reports or records required under this Agreement, such forms shall be used by the Consultant.

VIII. ACCOUNTING PROCEDURES. The Consultant's accounting procedures and internal financial controls shall conform with generally accepted accounting practices and as prescribed by the City. The Consultant shall maintain adequate fiscal records and files, including source documentation to support its activities and expenditures made under the terms of this Agreement.

IX. TITLE TO RECORDS AND DOCUMENTS PERTAINING TO ACTIVITIES PERFORMED UNDER THE AGREEMENT. The City shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics, or manuscripts prepared for or pertaining to the services to be performed under this Agreement, upon full payment for such services. Upon completion or termination of this Agreement, all such materials shall be turned over to the City by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein. The Consultant shall have a royalty free, non-exclusive and irrevocable license to reproduce, distribute, and use all such materials. The Contractor will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which the Contractor may have discovered or created as a result of the Services.

X. COMPLIANCE WITH THE LAW. In providing the performing the services to be conducted under this Agreement, the Consultant and all its employees and subcontractors shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to meeting all applicable licensing requirements.

XI. NONDISCRIMINATION. The Consultant and all its subcontractors shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 *et seq*.), as amended, and regulations promulgated thereunder.

The Consultant and its subcontractors, as required by law, shall not 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

XII. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Consultant is an independent contractor. The City is interested only in the result to be achieved by the work to be performed by the Consultant under this Agreement, the conduct and control of the work shall rest solely with the Consultant. The Consultant, its subcontractors, and any employees of the Consultant or a subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the City and shall not be entitled to any fringe benefits of the City, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Consultant shall be responsible for paying any vendors providing supplies which the Consultant utilizes in the performance of services under this Agreement. The Consultant shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

XIII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the City, its elected and appointed officers, employees, servants and agents from all third-party claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, for (a) death or bodily injury or (b) damage to real or tangible property, that they may incur as a result of any acts, omissions, or negligence of the Consultant or any of the Consultant's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Consultant shall hold the City, ifs officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any US. patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Consultant's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the City, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of this Agreement.

XIV. LIMITATION OF LIABILITY. Notwithstanding any term herein, and Except to the extent finally determined to be prohibited by law, the Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to the Contractor in the previous twelve (12) months for the particular Service giving rise to the liability under the applicable task order. In addition, the Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, the Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the City.

XV. INSURANCE. The Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

B. Professional Liability Insurance: on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles used by Consultant while on City grounds or on City business.

D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City as additional insured, coverage afforded is considered to be primary and any other insurance City may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Jackson, Attn: Finance Department 161 W. Michigan Avenue, 8th Floor, Jackson, MI 49201."

F. Proof of Insurance - The Consultant shall provide to the City at the time the contracts are returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice shall be provided

G. If any of the above coverages expire during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

XVI. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. IRAN-LINKED BUSINESS. The Consultant has certified to the City that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

XVIII. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the City and the Consultant.

XIX. SUBCONTRACTING AND ASSIGNMENT. The Consultant shall not subcontract or assign its duties and/or obligations under this Agreement without the prior written consent of the City. The Consultant shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the City.

XX. CONTRACTING WITH OTHERS. It is expressly understood and agreed that both the City and the Consultant are free to contract at any time with others to perform services similar to those to be provided under this Agreement.

XXI. NON-BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Agreement.

XXII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the City, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

XXIII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XXIV. COMPLETE AGREEMENT. This Agreement and the attached Exhibit contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XXV. INVALID/UNENFORCEABLE PROVISIONS. If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XXVI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF JACKSON

BY: _____
Jonathan Greene

ITS: City Manager

Dated: August ___, 2021

GUIDEHOUSE INC.

BY**:** _____

Jeff Bankowski

ITS: Partner

Dated: August ____, 2021

EXHIBIT A

RFQ Scope of Work Section 1.0
and Attachment A – Pricing Proposal

EXHIBIT A

Section 1.0: Scope of Work

1.1 Background

The federal government has passed legislation designed to support the response and recovery related to the COVID-19 pandemic. This funding is available to state and local governments for emergency response, health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and other citizen services. The Contractor will assist City, and participating CoPro+ entities, in accessing and guiding appropriate uses of such funding, helping to ensure the successful execution and implementation of the funds, in compliance with the law, and in a transparent and accountable manner. The Contractor(s) will also help identify primary compliance and reporting requirements associated with the new funds and provide standard template reporting forms for counties to utilize.

1.2 Scope

The Contractor(s) will provide City and other participating entities with supplemental project, management or leadership capacity until such time as most of the available funds have been successfully accessed. The Contractor(s) will deploy a team of one or more professionals to the City, and any requesting entity, that will be familiar with government operations and related budgeting processes. The number of staff required will vary with each requesting entity, and will depend on the individual needs of each entity.

The Contractor(s) will work at the direction of the City's designated lead to help the City determine proper use and distribution of the funds to intended beneficiaries, recordkeeping, compliance for SEFA, and dashboard- like reporting to governing boards and other community stakeholders. The City and participating entities will have access to the full range of the Contractor's knowledge and tools and will be updated daily on what the Contractor learns from its federal expert sources and from experiences/insight from similar projects in other states.

Prior to closing the contract, the Contractor will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key City personnel to successfully complete in progress tasks/outcomes.

1.3 Tasks

Awarded Contractor(s) must provide the staff, deliverables, and incidentals as needed to perform the services requested by the City and other participating entities for financial accounting, oversight monitoring, and/or auditing services as required for each individual project. Services may include, but are not limited to, the following:

1. Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting
2. Assist in administering Federal and State grant monies
3. Track and manage progress (applications made, receipts, distributions, etc.)
4. Provide project reports
5. Project auditing
6. Project budgeting
7. Financial forecasting
8. Recommend internal controls
9. Schedule and conduct/assist in meetings
10. Other activities as deemed beneficial for the outcomes, and as mutually agreed to bythe City/participating entities and the Contractor(s)

1.4 Work Hours

The Contractor(s) may work remotely during the initial phase of the contract period. Upon the City's/participating entity's return to physical work locations, the Contractor(s) may be requested to work at on-site facilities periodically as agreed upon between the City/participating entity and the Contractor Representative.

1.5 Purchase Orders and Payment

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will

issue individual Purchase Orders/Task Orders or written agreement with change orders, and Contractor(s) will respond directly to the requesting entity within the timeframe specific in the individual Purchase Order/Task Order.

1.6 Statewide Cooperative Contract

City is working with the Michigan Association of Counties CoPro+ Program to market and extend the resulting contract(s) to other government municipalities throughout Michigan. The contract(s) enable public municipalities to “piggyback” and purchase Covid-19 Relief Consulting Services on an “as needed” basis through this competitive process.

All pricing submitted to City and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with City/CoPro+.

6.0 Attachment A

Table 3. Three (3) Year Rate Sheet for COVID-19 Relief Consulting Services

Rate Sheet Event RFQ No. TFQ-LC-21-05 for COVID-19 Relief Consulting Services			
Position	**Year 1 Hourly Rate**	**Year 2 Hourly Rate**	**Year 3 Hourly Rate**
Partner/Leader	$325	$335	$345
Director	$295	$300	$315
Manager	$235	$245	$250
Senior Consultant	$180	$185	$190
Consultant	$150	$155	$160
Recovery Analyst III	$125	$130	$135
Recovery Analyst II	$65	$70	$75
Recovery Analyst I	$45	$50	$55
Analyst	$35	$40	$45

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: **Adoption of Sewer System Revenue Bond Ordinance**

Recommendation:

Adoption of Sewer System Revenue Bond Ordinance

Attached is a memo from Philip Hones regarding the above Ordinance. The Ordinance approves the issuance of the **City of Jackson $ 12 million Sewer System Junior Lien Revenue Bonds, Series 2022 (LTGO)** which will be sold through the Michigan Finance Authority (MFA).

The City's Bond Counsel, Patrick McGow, has prepared the Ordinance and that, as well as his cover letter, are attached.

I recommend adoption of this Ordinance. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Philip Hones, Finance Director

DATE: August 9, 2022

RECOMMENDATION: **Adoption of Sewer System Revenue Bond Ordinance**

SUMMARY

The City Council adopted a Notice of Intent on February 8, 2022, for the sale of up to $ 12 million in bonds related to the Michigan Clean Water State Revolving Fund loan program. There was a 45-day referendum period following publication of that Notice of Intent, that has since passed, and the City is now prepared to adopt the Bond Ordinance that authorizes the issuance of those bonds.

The attached Sewer System Revenue Bond Ordinance, prepared by the City's bond counsel, Patrick McGow, details the provisions of that Ordinance. Both the Ordinance and Patrick McGow's cover letter are attached.

BUDGETARY CONSIDERATIONS

The proposed sale of Bonds are included in this 2022/23 Adopted Budget.

POSITIONS

Taking advantage of this state program will allow the City to making needed sewer system improvements and benefit from applicable grant funds and lower interest rates.

I request that this proposed "**Sewer System Revenue Bond Ordinance**" be submitted for approval by the City Council.

ATTACHMENTS

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
CHINA
MEXICO
POLAND
QATAR

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

July 28, 2022

Mr. Philip J. Hones, CPA
Director of Finance
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1303

Re: City of Jackson $12,000,000 Sewer System Junior Lien Revenue Bond, Series 2022 (Limited Tax General Obligation)

Dear Phil:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Sewer System Junior Lien Revenue Bond (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on August 9th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") 4.5 Quarter Clean Water State Revolving Fund Program scheduled to close on September 20th.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed $12,000,000 for the Sewer System improvement projects. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids, engineering, issuance and final approved costs and the City is not required to draw the full amount authorized.

The Bond Ordinance authorizes the issuance of the Series 2022 Bond, which is payable from the Net Revenues of the City's Sewer System. The Bond is expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 1.875%.

The Bond is a junior lien revenue bond, payable from the Net Revenues of the System, to allow the City to potentially issue Senior Lien Bonds in the future. In addition, the Series 2022 Bond also pledges the City's limited tax full faith and credit as backup security for payment of the Series 2022 Bonds. This was done to satisfy the Michigan Finance Authority's investment grade requirements and to save issuance costs by not having to pay for a separate bond rating or investment credit letter for the Bond. The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bond and all related documents, approve the final size of the Bond and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in your local newspaper after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Council, we would appreciate receiving three (3) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids and tentative contract approval is due on August 17th. There will be a conference call with MFA, EGLE and City officials on August 23/24 which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on August 29th. The closing for the Bonds will be September 20th and the City can begin requesting draws on the Bonds after that date.

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosure
cc: Chandra Willinger
Mike Gormely

39413180.1/043520.00071

ORDINANCE NO. _____
CITY OF JACKSON

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE SEWER SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO ESTABLISH SEPARATE SERIES OF BONDS OF SENIOR AND SUBORDINATE STATUS WITH RESPECT TO THE NET REVENUES OF THE SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF JACKSON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.

(i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.

(c) "Authority" means the Michigan Finance Authority or its successor.

(d) "Authorized Officers" means the Mayor, the City Manager, the Director of Finance and the City Clerk of the City.

(e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.

(f) "City" or "Issuer" means the City of Jackson, County of Jackson, State of Michigan.

(g) "EGLE" means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) "Engineers" means Fishbeck, Inc., registered engineers of Lansing, Michigan.

(i) "Junior Lien Bonds" means Series 2022 Bond and any additional bonds of equal standing with the Series 2022 Bond which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) "Project" means the acquisition, construction, furnishing and equipping of improvements to the Sewer System of the City, including wastewater treatment plant improvements consisting of rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower and electrical improvements, together with all related equipment, appurtenances and attachments.

(k) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2022 Bond.

(l) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance.

(m) "Series 2022 Bond" means the Sewer System Junior Lien Revenue Bond, Series 2022, of the City in the principal amount of not to exceed $12,000,000 authorized by this Ordinance.

(n) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called

for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(o) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the EGLE relating to the Series 2022 Bond.

(p) "System" means the Sewer System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed one and five-eighths percent (1.875%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Twelve Million Dollars ($12,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2022 Bond, the City shall borrow the sum of not to exceed Twelve Million Dollars ($12,000,000), and issue the Series 2022 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Section 5. Issuance of Series 2022 Bond; Details. The Series 2022 Bond of the City, to be designated SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022 (LIMITED TAX GENERAL OBLIGATION) is authorized to be issued in the aggregate principal sum of not to exceed Twelve Million Dollars ($12,000,000) or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2022 Bond. The Series 2022 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that said Series 2022 Bond shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Senior Lien Bonds hereafter issued.

The Series 2022 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2022 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2022 Bond shall be payable on October 1 of the years 2024 through 2043, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2022 Bond shall be payable on April 1 and October 1 of each year, commencing April 1, 2023 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2022 Bond and the payment dates and amounts of principal installments of the Series

2022 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2023 and the final principal installment shall be due no later than October 1, 2045 and that the total principal amount shall not exceed $12,000,000.

The Series 2022 Bond shall bear interest at a rate of not to exceed one and five-eighths percent (1.875%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2022 Bond in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2022 Bond is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2022 Bond shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2022 Bond shall be payable as provided in the Series 2022 Bond form in this Ordinance.

The Series 2022 Bond shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2022 Bond, the Authority shall deliver the Series 2022 Bond to the City for cancellation.

Section 6. Execution of Series 2022 Bond. The Series 2022 Bond shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2022 Bond bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2022 Bond

contained in Section 18 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2022 Bond; Security; Priority of Lien. Any Junior Lien Bonds issued hereunder, including the Series 2022 Bond, and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2022 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

In addition, for the Series 2022 Bond being sold to the Authority, the City hereby pledges its limited tax full faith and credit for the payment of the principal of and interest on the Series 2022 Bond. Should the Net Revenues of the System at any time be insufficient to pay the principal of and interest on the Series 2022 Bond as the same become due, then the City shall advance from any funds available therefor, or, if necessary, levy taxes upon all taxable property in the City,

subject to constitutional, statutory and charter tax limitations, such sums as may be necessary to pay said principal and interest. The City shall be reimbursed for any such advance from the Net Revenues of the System subsequently received which are not otherwise pledged or encumbered by this Ordinance.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. Commencing on July 1, 2022, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated SEWER SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, on July 1, 2022, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

A. OPERATION AND MAINTENANCE ACCOUNT:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

A budget, showing in detail the estimated costs of administration, operation and maintenance of the System for the next ensuing operating year, shall be prepared by the City at least 30 days prior to the commencement of each ensuing operating year. No payments shall be made to the City from moneys credited to the Operation and Maintenance Account except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION ACCOUNT:

There shall be established and maintained a separate depositary fund designated BOND AND INTEREST REDEMPTION ACCOUNT (the "Redemption Account"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bonds. The moneys in the Redemption Account shall be kept on deposit with the bank or trust company where the principal of and interest on the Bonds, or any series thereof, are payable.

Out of the Revenues remaining in the Receiving Fund, after provision for the Operation and Maintenance Account, there shall be set aside in the Redemption Account each month, commencing with the date of issue of a series of Bonds, a sum proportionately sufficient to provide for the payment when due of the then current principal of and interest on the Bonds, less any amount in the Redemption Account representing accrued interest on the Bonds or investment income on amounts on deposit in the Redemption Account. Commencing with the date of issue of a series of Bonds, the amount set aside each month for interest on the Bonds shall be the fractional amount of the total amount of interest on the Bonds next coming due derived from the number of months from the date of issue of the Bonds to the first interest payment date. Commencing with the first interest payment date, the amount set aside each month for interest on the Bonds shall be 1/6 of the total amount of interest on the Bonds next coming due. The amount set aside each month for principal, commencing with the date of issue of a series of Bonds, shall be the fractional amount of the total amount of principal on the Bonds next coming due by maturity or sinking fund redemption derived from the number of months from the date of issue of the Bonds to the first principal payment date. The amount set aside each month for principal payment commencing with the first principal payment date shall be 1/12 of the amount of principal next coming due by maturity or sinking fund redemption. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding monthly requirements. The amount to be set aside for the payment of principal and interest on any date shall not exceed the amount which, when added to the money on deposit in the Redemption Account, including investment income thereon, is necessary to pay principal and interest due on the Bonds on the next succeeding principal payment date.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT:

There is hereby established and there shall be maintained a separate depositary account designated JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Redemption Account"). Except as otherwise provided herein, the moneys on deposit therein from time to time shall be used for the purpose of paying the principal or Redemption Price of and interest on any Junior Lien Bonds.

Out of the Revenues remaining in the Receiving Fund, after transfer, if required, for deposit into the Operation and Maintenance Account and the Redemption Account, there shall be set aside monthly in the Junior Lien Redemption Account a sum sufficient to provide for the next payment when due of the principal of and interest on the Junior Lien Bonds, less any amount in the Junior Lien Redemption Account representing accrued interest on the Junior Lien Bonds, and less the sum of any funds actually on deposit in the

Junior Lien Redemption Account. The amount set aside and transferred to the Junior Lien Redemption Account each month for interest on the Junior Lien Bonds shall be 1/6 of the total amount of interest on the Junior Lien Bonds next coming due or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of (a) 1/6 of the amount of interest next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last interest payment date. For the month immediately prior to each interest payment date the amount set aside and transferred to the Junior Lien Redemption Account to pay interest shall be reduced by amounts, including investment earnings, available in the Junior Lien Redemption Account which are available for such purpose. The amount set aside and transferred to the Junior Lien Redemption Account each month for principal commencing twelve months prior to the first maturity or mandatory sinking fund redemption date shall be 1/12 of the amount of principal next coming due on the Junior Lien Bonds by maturity or as a mandatory redemption requirement or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of 1/12 of the amount of principal next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last principal payment date. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding month's requirement.

No further payments need be made into the Junior Lien Redemption Account after enough of the principal installments of the Junior Lien Bonds have been retired so that the amount then held in the Junior Lien Redemption Account (including a bond reserve account, if any), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

D. REPLACEMENT AND IMPROVEMENT FUND:

There shall next be established and maintained a fund, separate depositary account, designated SEWER SYSTEM REPLACEMENT ACCOUNT or such other designation determined by the Treasurer (the "Replacement Account"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System. Out of the Revenues and moneys of the System remaining in the Receiving Fund each month after provision has been made for the deposit of moneys in the Operation and Maintenance Account, the Redemption Account and the Junior Lien Redemption Account, there may be deposited in the Replacement Account such additional funds as the City may deem advisable. If at any time it shall be necessary to use moneys in the Replacement Account for the purpose for which the Replacement Account was established, the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account.

E. GENERAL OBLIGATION DEBT ACCOUNT:

Out of the remaining Revenues in the Receiving Fund, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Account (the "G.O. Fund"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the City or general obligations or contractual obligations of the City incurred or to be incurred for System purposes.

F. SURPLUS MONEYS:

Thereafter, any Revenues in the Receiving Fund after satisfying all the foregoing requirements of this Section may, at the discretion of the City, be used for any of the following purposes:

1. Transferred to the Replacement Account.

2. Transferred to the Redemption Account and used for the purchase of Bonds on the open market at not more than the fair market value thereof or used to redeem Bonds prior to maturity pursuant to this Ordinance.

3. Any other use permitted by law.

Section 15. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Account, and second to the Redemption Account.

Section 16. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds, may be invested by the City in United States of America obligations or in obligations the principal of and interest on which is fully guaranteed by the United States of America and any investments now or hereafter permitted by Act 94 or other controlling law. Investment of moneys in the Redemption Account or the Junior Lien Redemption Account being accumulated for payment of the next maturing principal or interest payment of the Bonds or of the Junior Lien Bonds shall be limited to obligations bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds or the Junior Lien Bonds. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which the purchase was made. Profit realized or interest income earned on investment of funds in the Funds established hereunder shall be deposited in or credited to the Fund having realized the profit or earned the interest (unless otherwise expressly provided in this Ordinance or as determined by the City), such deposit or credit to occur periodically but not less often than at the end of each fiscal year.

Section 17. Bond Proceeds. From the proceeds of the sale of the Series 2022 Bond there shall be immediately deposited in the Junior Lien Redemption Account an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2022 Bond. The balance of the proceeds of the sale of the Series 2022 Bond shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions

of Act 94, in an account designated 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Any unexpended balance of the proceeds of sale of the Series 2022 Bond remaining after completion of the Project in the Construction Fund may, at the discretion of the City, be used for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the Michigan Department of Treasury, if such permission is then required by law. Any remaining balance after such expenditure shall be paid to the Redemption Account and may be used for the purpose of purchasing the Series 2022 Bond on the open market at not more than the fair market value thereof, but not more than the price at which the Series 2022 Bond may next be called for redemption, or used for the purpose of paying principal of the Series 2022 Bond upon maturity or calling the Series 2022 Bond for redemption.

Section 18. Bond Form. The Series 2022 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF JACKSON

CITY OF JACKSON

SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022
(LIMITED TAX GENERAL OBLIGATION)

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($_____)

DATE OF ORIGINAL ISSUE: September 20, 2022

The CITY OF JACKSON, County of Jackson, State of Michigan (the "City"), for value received, hereby promises to pay, primarily out of the hereinafter described Net Revenues of the City's Sewer System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of one and five-eighths (1.875%) per annum. Interest is first payable April 1, 2023 and semiannually thereafter and principal is payable on the first day of October commencing October 1, 2024 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Sewer System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___ (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

This bond is primarily a self-liquidating bond, payable, both as to principal and interest, primarily from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory second lien hereinbefore mentioned. As additional security, the Issuer has pledged its limited tax full faith and credit for payment of the principal of and interest on the bonds of this issue, which includes the Issuer's obligation to levy taxes, if necessary, within applicable constitutional, statutory and charter tax limitations.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by said Ordinance.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Jackson, County of Jackson, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF JACKSON

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

EGLE Project Number: 5740-01
EGLE Approved Amt: $_____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Maturity Date	Principal Amount
October 1, 2024	$500,000
October 1, 2025	510,000
October 1, 2026	520,000
October 1, 2027	530,000
October 1, 2028	540,000
October 1, 2029	550,000
October 1, 2030	560,000
October 1, 2031	570,000
October 1, 2032	580,000
October 1, 2033	590,000
October 1, 2034	600,000
October 1, 2035	615,000
October 1, 2036	625,000
October 1, 2037	635,000
October 1, 2038	650,000
October 1, 2039	660,000
October 1, 2040	670,000
October 1, 2041	685,000
October 1, 2042	700,000
October 1, 2043	710,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable April 1, 2023, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 19. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Ordinance.

(b) The City will keep proper books of record and account separate from all other records and accounts of the City, in which shall be made full and correct entries of all transactions relating to the System. The City shall have an annual audit of the books of record and account of the System for the preceding operating year made each year by an independent certified public accountant. The auditor shall comment on the manner in which the City is complying with the requirements of the Ordinance with respect to setting aside and investing moneys and meeting the requirements for acquiring and maintaining insurance. The audit shall be completed and so made available not later than six (6) months after the close of each operating year except as such period may be extended in conformance with the rules of the Michigan Department of Treasury.

(c) The City will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by municipalities engaged in the operation of water supply and Sewer System, including self-insurance. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of redeeming or purchasing Bonds.

(d) The City will not sell, lease or dispose of the System, or any substantial part, until all of the Bonds and Junior Lien Bonds have been paid in full, both as to principal and interest or provision made thereof as herein provided. The City will operate the System as economically as possible, will make all repairs and replacements necessary to keep the System in good repair and working order, and will not do or suffer to be done any act which would affect the System in such a way as to have a material adverse effect on the security for the Bonds and the Junior Lien Bonds.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate a System that will compete with the System and the City will not operate a system that will compete with the System.

(f) The City will cause the Project to be acquired and constructed promptly and in accordance with the plans and specification therefor.

Section 20. Additional Bonds. Except as hereinafter provided, the City shall not issue additional Bonds of equal or prior standing with any initial series of Bonds issued hereunder.

The right is reserved in accordance with the provisions of Act 94, to issue additional Bonds or Junior Lien Bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Bonds or Junior Lien Bonds but only for the following purposes and under the following terms and conditions:

(a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City, it shall be the duty of the City to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds. Bonds or Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the preceding twelve-month operating year shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds or Junior Lien Bonds and on the additional Bonds then being issued. If the additional Bonds or Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds or Junior Lien Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds or Junior Lien Bonds to be refunded from the proceeds of the additional Bonds or Junior Lien Bonds. For purposes of this subparagraph (b) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months prior to the date of delivery of the additional Bonds or Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months prior to the date of delivery of the additional Bonds or Junior Lien Bonds. Determination by the City as to existence of conditions permitting the issuance of additional Bonds or Junior Lien Bonds shall be conclusive. No additional Bonds or Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Account or the Redemption Account.

(c) For refunding a part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds including deposits which may be required to be made to a bond reserve account (if any) for such Bonds or Junior Lien Bonds. No additional Bonds or Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 21. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2022 Bond to the Authority because the Clean Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2022 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2022 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2022 Bond for the Clean Water State Revolving Fund. Prior to the delivery of the Series 2022 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2022 Bond contained in Section 18 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 22. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2022 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2022 Bond proceeds and moneys deemed to be Bond proceeds.

Section 23. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 24. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2022 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2022 Bond shall not exceed one and five-eighths percent (1.875%) per annum, and the Series 2022 Bond shall mature in not more than twenty (20) annual installments.

Section 25. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 26. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 27. Publication and Recordation. This Ordinance shall be published in full in the *Citizen Patriot*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 28. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 9th day of August, 2022.

Signed_____
Mayor

Signed_____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Jackson, County of Jackson, Michigan, at a regular meeting held on the 9th day of August, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance: _____ and that the following Members voted against adoption of said Ordinance: _____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

_____
City Clerk

39413127.1/043520.00071

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: **Resolution for approval of the tentative contract award to Spence Brothers of Saginaw, MI for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.**

Recommendation:

Approve a resolution for the tentative contract award to Spence Brothers of Saginaw, MI in the amount of $10,271,000 for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

RECOMMENDATION: Approve a resolution for the tentative contract award to Spence Brothers of Saginaw, MI in the amount of $10,271,000 for the construction of the Clean Water State Revolving Fund (CWSRF), Wastewater Treatment Plant 2022 Improvements project.

SUMMARY

In the spring of 2021, City Council adopted a resolution for Fishbeck to prepare the project plan as part of the City's CWSRF application for improvements at the City's Wastewater Treatment Plant. The CWSRF project plan went out for public bids in June 2022, to move forward with the construction phase of the project. We received bids from three contractors for this project, it was determined in the evaluation process that Spence Brothers of Saginaw, MI is the lowest responsive, responsible bidder capable of performing the work at a cost of $10,271,000. In order to proceed with construction phase of this project the resolution for the tentative contract award must be approved by City Council.

BUDGETARY CONSIDERATIONS

The CWSRF Wastewater Treatment Plant 2022 Improvements project bids were as follows:

Company	Bid
Spence Brothers, Saginaw, MI	$ 10,271,000
Heaney General Contractors, Inc., Ypsilanti, MI	$ 10,925,000
Allied Mechanical Services, Inc., Grand Rapids, MI	$ 11,030,000

The $10,271,000 in funding for the contract for WWTP CWSRF 2022 Improvements with Spence Brothers will be paid for using the State of Michigan's Clean Water State Revolving Fund loan with the principal forgiveness of twenty percent.

Bid evaluation criteria are part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Spence Brothers	25	25	25	15	10	100
Heaney General Contractors, Inc.	10	5	5	5	0	25
Allied Mechanical Services, Inc.	5	25	20	10	8	68

HISTORY, BACKGROUND and DISCUSSION

The CWSRF is a low interest loan-financing program with possible principal forgiveness that assists qualified municipalities with the construction and improvements to wastewater infrastructure. On May 11, 2021, the City Council adopted the resolution for Fishbeck to prepare the project plan as part of the City's CWSRF loan application. As part of the State of Michigan's CWSRF Intended Use Plan for Fiscal Year 2022 released in September 2021, the City was within the fundable range to take advantage of this program with the principal forgiveness of twenty percent.

In June of 2022, bids were solicited for the CWSRF Wastewater Treatment Plant 2022 Improvements project to include the rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower, and electrical unit substation equipment. Bids were received from three contractors and were evaluated by Fishbeck our engineering consultant on this project and the Public Works staff to determine the lowest responsive, responsible bidder capable of performing the work. It was determined through the evaluation process that Spence Brothers should receive the tentative contract award in the amount of $10,271,000, contingent upon successful financial arrangements with Clean Water State Revolving Fund loan program.

Utilizing the CWSRF loan program provides the City's Wastewater Treatment with the opportunity to make much-needed upgrades to their aging facility at a reduced cost using the loan's available principal forgiveness. These major system improvements at the City's Wastewater Treatment Plant will increase equipment efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the City's Wastewater Treatment Plant and the connected communities that utilize our system.

POSITIONS

Approve a resolution for the tentative contract award to Spence Brothers in the amount of $10,271,000 for the construction of the CWSRF, Wastewater Treatment Plant 2022 Improvements project.

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on May 11, 2021, will be funded through Michigan's Clean Water State Revolving Fund; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements and has received a low bid in the amount of $10,271,000 from Spence Brothers; and

WHEREAS, the project engineer, Fishbeck, Inc., has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson tentatively awards the contract for construction of the proposed wastewater system improvements project to Spence Brothers, contingent upon successful financial arrangements with the Clean Water State Revolving Fund.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council on a regular meeting held on August 9, 2022. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

July 25, 2022
Project No. 210403

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

City of Jackson – WWTP CWSRF 2022 Improvements – Bid Evaluation

Dear Mike:

Three bids were received for the WWTP CWSRF 2022 Improvements project at the public bid opening on July 19, 2022, at 2 p.m. The bids were received by the bid due time of 1 p.m. All bids were opened, found to be responsive, and read aloud.

Fishbeck's tabulation of the bids is attached for reference. There were five alternates included, in addition to the base bid. Alternates 3 and 4 were deduct options for the blower system; only one can be selected, not both. For all three bidders, Alternate 3 was a larger deduct than Alternate 4.

The lowest bid price received was from Spence Brothers, considering both the base bid of $9,833,000, and including Alternates 1, 2, 3 and 5, for a total bid price of $10,271,000. This is below the engineer's opinion of probable construction cost based on the final design documents of $11,081,000, as reported in June 2022.

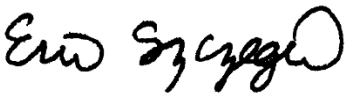
Fishbeck reviewed the bids and supporting documentation received with the bid proposals. The apparent low bidder provided all the required documents with their bid package. An interview was held on July 21, 2022, with Spence Brothers Vice President Brian Keeler, estimator Laurie Dishaw, and the proposed mechanical subcontractor, Monroe Plumbing & Heating Co. Based on our review of this information, Fishbeck finds Spence Brothers to be the lowest responsive, responsible bidder capable of performing the project work.

Spence Brothers is a family-owned company that performs construction projects throughout Michigan; their focuses include water and wastewater projects. They expect to head the Jackson project from their Ann Arbor office. They provided a list of similar water and wastewater projects they have completed (see Attachment B of their proposal package). Spence Brothers described a long working relationship with Monroe Plumbing & Heating Co., who has experience in wastewater process, including a magnetic turbo blower installation for Howell, Michigan. Monroe Plumbing noted they will soon be opening an office in Adrian, Michigan.

Considering the complexity of the project, Spence Brothers and Monroe Plumbing appear to have considered various aspects of completing the project successfully. Spence Brothers also discussed the blower alternates with their proposed electrical subcontractor, J. Ranck.

We look forward to the construction phase, as the City moves forward with this important project. If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

Attachments
By email
Copy: Chandra Willinger – City of Jackson
Trent Stockman – City of Jackson

Bid Opening Form

fishbeck

PROJECT NAME City of Jackson WWTP CWSRF 2022 Improvements **PROJECT NO.** 210403

BID DATE Tuesday, July 19, 2022 **TIME OF BID** 2:00 p.m.

BIDDERS	BID BOND/ SECURITY	ADDENDA			BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5	TOTAL BID
		1	2	3		Included ☒	Included ☒	Included ☒	Included ☐	Included ☒	With Included Alternates
Allied Mechanical Services	Y	☒	☒	☒	$10,347,000	38,000	114,000	(130,000)	--	661,000	$11,030,000
Heaney General Contractors	Y	☒	☒	☒	$10,500,000	40,000	185,000	(350,000)	(260,000)	550,000	$10,925,000
Spence Brothers	Y	☒	☒	☒	$9,833,000	46,000	132,000	(330,000)	(240,000)	590,000	$10,271,000

BID TABULATION
FOR
JACKSON WWTP CWSRF 2022 IMPROVEMENTS
JULY 19, 2022

	SPENCE BROTHERS 203 S. WASHINGTON AVE., SUITE 360 SAGINAW, MI 48607	**ALLIED MECHANICAL SERVICES, INC.** 3860 ROGER B. CHAFFEE MEMORIAL BLVD. SE GRAND RAPIDS, MI 49548	**HEANEY GENERAL CONTRACTING, INC.** 7560 CARPENTER YPSILANTI, MI 48197
Base bid for Jackson WWTP CWSRF 2022 Improvements as specified	$ 9,833,000.00	$ 10,347,000.00	$ 10,500,000.00
ALTERNATE 1 for Power House Level Sensors as specified, ADD	$ 46,000.00	$ 38,000.00	$ 40,000.00
ALTERNATE 2 for Unit Substation 4 Conductors as specified ADD	$ 132,000.00	$ 114,000.00	$ 185,000.00
ALTERNATE 3 for Sulzer Blower System as specified DEDUCT	$ 330,000.00	$ 130,000.00	$ 350,000.00
ALTERNATE 4 for Kaeser Blower System as specified DEDUCT	$ 240,000.00	NO BID	$ 260,000.00
ALTERNATE 5 for Primary Clarifier 13 as specified	$ 590,000.00	$ 661,000.00	$ 550,000.00

BID TABULATION
FOR
JACKSON WWTP CWSRF 2022 IMPROVEMENTS
JULY 19, 2022

	SPENCE BROTHERS 203 S. WASHINGTON AVE., SUITE 360 SAGINAW, MI 48607	**ALLIED MECHANICAL SERVICES, INC.** 3860 ROGER B. CHAFFEE MEMORIAL BLVD. SE GRAND RAPIDS, MI 49548	**HEANEY GENERAL CONTRACTING, INC.** 7560 CARPENTER YPSILANTI, MI 48197
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ALTERNATE 2 for Unit Substation 4 Conductors as specified ADD	$ 132,000.00	$ 114,000.00	$ 185,000.00
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ALTERNATE 5 for Primary Clarifier 13 as specified	$ 590,000.00	$ 661,000.00	$ 550,000.00

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: July 19, 2022

In compliance with your invitation for bids dated **June 9, 2022** to perform **JACKSON WWTP CWSRF 2022 IMPROVEMENTS**

in the City of Jackson, the undersigned, a(n)

1. ~~individual, resident of~~ _____
   doing business as _____
   at _____
2. ~~partnership, consisting of~~ _____
   and _____
   under the firm name of _____
3. corporation by the name of SPENCE BROTHERS
   organized and existing under the laws of the State of MICHIGAN
   with offices at Saginaw, MI (Headquarters), Ann Arbor, MI and Traverse City, MI
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-1055820

(Corporate Seal, if applicable)

Name of Bidder: SPENCE BROTHERS

Signed By: D. D. S.

Its: DAVID D. SPENCE - EXECUTIVE VICE PRESIDENT

BID SHEET

DATE:

PROPOSAL FOR: JACKSON WWTP CWSRF 2022 IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	June 30, 2022
2	July 11, 2022
3	July 15, 2022

SCHEDULE OF BID PRICES

DESCRIPTION	LUMP SUM BID
Base bid for the Jackson WWTP CWSRF 2022 Improvements as specified	$ 9,833,000
BASE BID WRITTEN OUT: nine million eight hundred and thirty three thousand dollars	

ALTERNATES		
ALTERNATE 1 for Power House Level Sensors as specified	$ 46,000.00	ADD
ALTERNATE 2 for Unit Substation 4 Conductors as specified	$ 132,000.00	ADD
ALTERNATE 3 for Sulzer Blower System as specified	$ (330,000.00)	DEDUCT
ALTERNATE 4 for Kaeser Blower System as specified	$ (240,000.00)	DEDUCT
ALTERNATE 5 for Primary Clarifier 13 as specified	$ 590,000.00	ADD

Bidder's Name:	SPENCE BROTHERS
Address:	203 S. WASHINGTON AVE., SUITE 360
City, State, Zip:	SAGINAW, MI 48607
Telephone:	(989) 752-0400
Fax:	(989) 752-8769
Email Address:	davespence@spencebrothers.com
Federal ID Number:	38-1055820
Bid Signed By:	DAVID D. SPENCE Print or Type
Title:	EXECUTIVE VICE PRESIDENT

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By DDS Its EXECUTIVE VICE PRESIDENT

CONTRACT COMPLIANCE

DATE: June 9, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

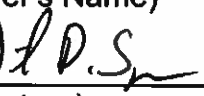
SPENCE BROTHERS certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment SPENCE BROTHERS understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: JULY 19, 2022

By: DAVID D. SPENCE, SPENCE BROTHERS
(Bidder's Name)

By: 
(Signature)

By: EXECUTIVE VICE PRESIDENT
(Title)

203 S. WASHINGTON AVE., SUITE 360
Address

SAGINAW
City

MICHIGAN 48607
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: SPENCE BROTHERS

ADDRESS: 203 S. WASHINGTON AVE., SUITE 360

SAGINAW, MICHIGAN 48607

SIGNED BY: D. D. S.

TITLE: DAVID D. SPENCE, EXECUTIVE VICE PRESIDENT

DATE: JULY 19, 2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: JULY 19, 2022

By: DAVID D. SPENCE, SPENCE BROTHERS
(Bidder's Name)

By: D.D.S.
(Signature)

By: EXECUTIVE VICE PRESIDENT
(Title)

203 S. WASHINGTON AVE., SUITE 360
Address

SAGINAW
City

MICHIGAN 48607
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)
ss
COUNTY OF SAGINAW)

DAVID D. SPENCE, being first duly sworn, deposed and says that:

1. He is EXECUTIVE V.P. of, SPENCE BROTHERS the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: JULY 14, 2022

By: SPENCE BROTHERS
(Company)

By: EXECUTIVE VICE PRESIDENT
(Title)

Subscribed and sworn to before me, a Notary Public, this 14TH day of JULY, 2022.

DARCELLE L CZUBA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BAY
MY COMMISSION EXPIRES SEPT. 10, 2024
ACTING IN THE COUNTY OF Bay

Notary Public, Bay County,

My commission expires: 9-10-2024

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

MAJOR TRADES (Preliminary)

Concrete: Spence Brothers

Masonry: Bracy + Jahr - Quincey, MI

Painting: MCMC - Jackson, MI

Mechanical: Monroe P+H, Monroe, MI

Electrical: J. Ranck - Mt. Pleasant, MI

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, DAVID D. SPENCE an authorized representative of SPENCE BROTHERS
am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated JULY 19, 2022

D.D.S.
Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
David D. Spence	Spence Brothers
Telephone	**Email Address**
(989) 752-0400	davespence@spencebrothers.com

Contract or matter pending with the City:

General Contracting Services

I, DAVID D. SPENCE, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated: JULY 14, 2022

Signature DAVID D. SPENCE
EXECUTIVE VICE PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 14TH day of JULY, 2022,
By DAVID D. SPENCE.

DARCELLE L CZUBA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BAY
MY COMMISSION EXPIRES SEPT. 10, 2024
ACTING IN THE COUNTY OF Bay

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

DAVID D. SPENCE, EXECUTIVE VICE PRESIDENT

Name and Title of Authorized Representative

SPENCE BROTHERS

Name of Participant Agency or Firm

D D S

Signature of Authorized Representative

JULY 19, 2022

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

SPENCE BROTHERS

MINUTES OF A SPECIAL ANNUAL MEETING OF THE BOARD OF DIRECTORS OF SPENCE BROTHERS

A Special Annual Meeting of the Board of Directors of Spence Brothers was held pursuant to verbal notice at the General Offices of Spence Brothers, 203 S. Washington Ave., Suite 360, Saginaw, Michigan, on the 2nd day of February, 2022.

A majority of the Directors being present, the Chairman declared a quorum.

On Motion duly made, seconded and unanimously adopted, a resolution was passed conferring upon David D. Spence, of Spence Brothers, the authority to sign construction proposals and to execute contracts on behalf of the Corporation until February 28, 2023, said proposals and contracts, when signed by David D. Spence, to be entirely binding upon the Corporation.

There being no further business to come before the Board Meeting, the meeting adjourned.

Dated: February 2, 2022

Brian C. Keeler, Executive Vice President & Secretary

Brian C. Keeler, hereby certifies that he is Executive Vice President & Secretary of Spence Brothers and that the above is an exact and true copy of the Minutes of the Special Annual Meeting of the Board of Directors of Spence Brothers held on February 2, 2022.

Brian C. Keeler, Executive Vice President & Secretary

(Corporate Seal)

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

AIA Document A310™ - 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR
(Name, legal status and address):
Spence Brothers
203 S. Washington Ave., Suite 360
Saginaw, MI 48607

OWNER
(Name, legal status and address):
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201

BOND AMOUNT

Five (5%) percent of the accompanying bid

PROJECT
(Name, location or address, and Project number, if any)

Jackson WWTP CWSRF 2022 Improvements

SURETY
(Name, legal status and principal place of business):
Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

*Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in **AIA Document A310™ - 2010.***

Form 15-02-0575-FED (Rev. 3/17)

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of July, 2022

Laurie A. Nolan
(Witness)

SPENCE BROTHERS
(Principal)

D L D S
(Title) EXECUTIVE V. P.

(Corporate Seal)

Dawn M Schmaltz
(Witness) Dawn M. Schmaltz

Federal Insurance Company

Megan A. Klein
(Attorney-in-Fact) Megan A. Klein

(Corporate Seal)

*Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in **AIA Document A310 ™ - 2010.***

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Mary E. Boks, Julie Decker, Kimberly S. Demand, Peter N. Ewend CIC, Megan A. Klein, Peggy A. Maschke, Shelly L. Piechotte, James A. Roberts and Rachel R. Schmidt of Saginaw, Michigan ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **May, 2022.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **May, 2022** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016, WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006, and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 14, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SPENCE BROTHERS

City of Jackson

RESPONSIBLE CONTRACTOR ORDINANCE

JACKSON WWTP CWSRF 2022 IMPROVEMENTS

July 14, 2022

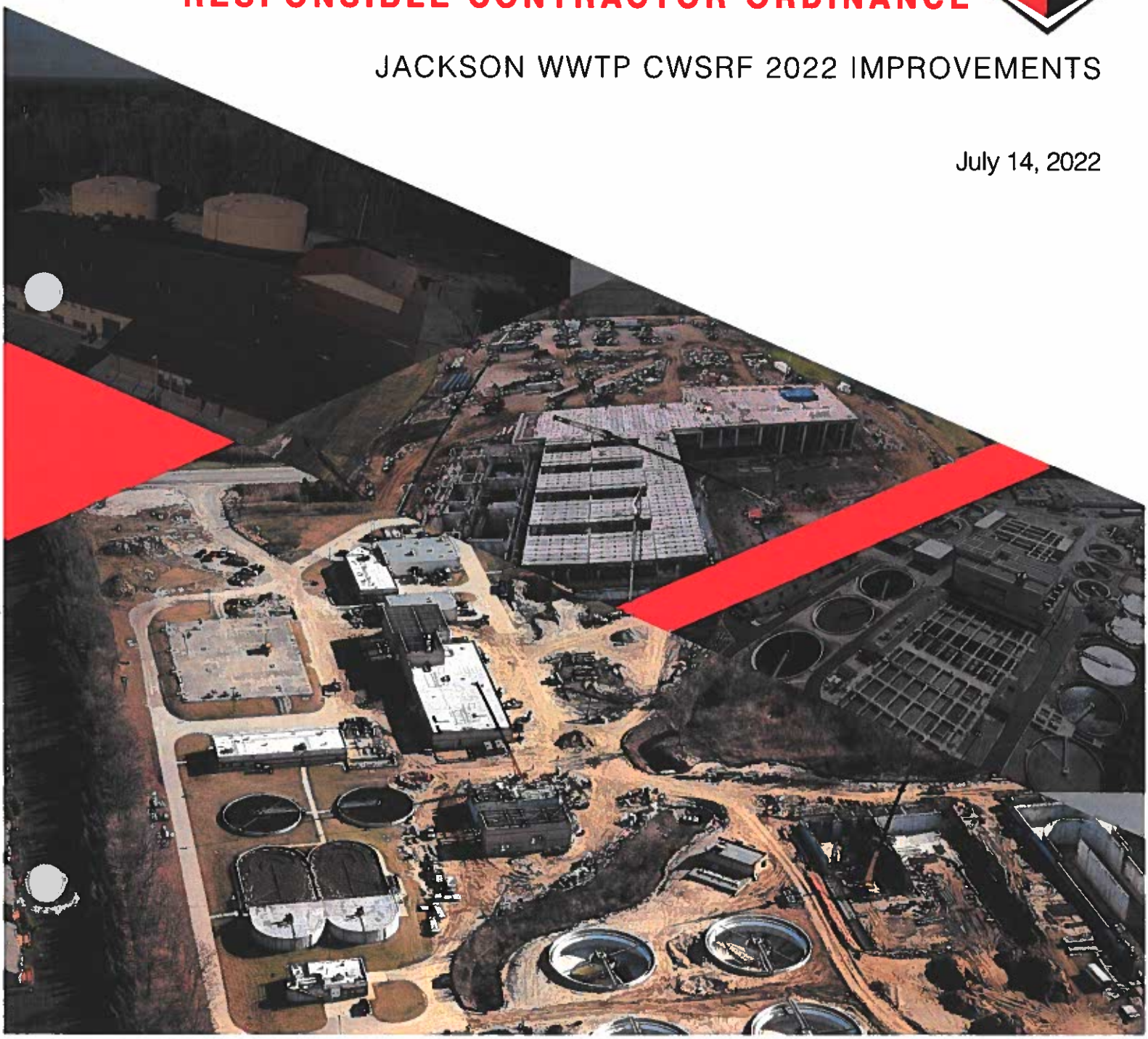


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SPENCE BROTHERS

Tab 1

RESPONSIBLE CONTRACTOR ORDINANCE



Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Spence Brothers
ADDRESS:	203 S Washington Ave, Suite 360
CITY, STATE, ZIP:	Saginaw, MI 48607
TELEPHONE:	989-752-0400
OFFICERS:	
President: Edwin A. Spence III	Email Address: edspence@spencebrothers.com
Vice President: David D. Spence	Email Address: dave@spencebrothers.com
Secretary: Brian C. Keeler, LEED AP	Email Address: brian@spencebrothers.com
Treasurer: Norm Thomas, LEED AP	Email Address: normthomas@spencebrothers.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 129	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:

Spence Brothers is a corporation that primarily performs commercial construction for which the State of Michigan maintains no licensing requirements; a copy of our State of Michigan LARA Corporation Filing has been provided in Attachment A. As our company also completes large-scale residential construction, our State of Michigan Residential Builder's License Number is 2102222637.

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

In addition to apprentice/journeyman training programs that are provided through the Unions, Spence Brothers provides annual training for all employees regarding software updates, as well as various safety training to include First Aid and Adult CPR. Additionally, field employees are kept up-to-date with regard to OSHA & MIOSHA Safety Rules & Regulations as they apply, and the majority are OSHA-30 Hour and DEQ Stormwater Certified.

CRITERIA 4:

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

Spence Brothers hereby confirms that all subcontractors, employees, and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

CRITERIA 5:

Verification that the bidder is in compliance 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.

Spence Brothers affirms that we are in compliance with all applicable laws, statutes and regulations with respect to individuals in our employ. Any subcontractor selected to perform work shall be required to make the same affirmative statement with respect to its employment practices.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. **See Attachment B.**

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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. **See Attachment C.**

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☐ NONE

Though instances have been very limited, such have occurred in the ordinary course of our construction industry business. This includes dispute resolution with both Owners and subcontractors. None of which affected our performance on, nor the completion of, any projects. Claims are subject to privacy restrictions and past settlements are considered confidential.

CRITERIA 9:

Disclosure of 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.

☐ NONE

Spence Brothers OSHA Citation Summary can be found in Attachment D.

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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 Attachment E.**

Name:	Saginaw-Bay Underwriters, Inc.
Type of Coverage:	See attached
Telephone:	989-752-7285

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

Spence Brothers hereby states that we maintain the staffing capabilities and labor resources, including subcontractors, to successfully manage the completion of this project, if awarded. We further verify that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

See Attachment F.

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Spence Brothers will provide the warranty documentation, as required for this project, for all labor, equipment and materials.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Spence Brothers hereby affirms that we will pay all craft employees we employ on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Spence Brothers hereby acknowledges our obligation to comply with this Ordinance in each contract and subcontract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

We at Spence Brothers, understand concerns regarding change order work and how this affects cost control. If changes are made by Owner and/or A/E, this could result in a possible cost change. However, this could also be an opportunity to reduce costs as well, depending on type of changes.

It would be difficult to determine change order costs at this time, but Spence Brothers will work closely with the City of Jackson and engineers to minimize, or even possibly reduce costs if possible.

CRITERIA 18:

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

See Attachment G.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. **See Attachment H.**

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

See Attachment I.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

We specialize in dealing with the challenges of highly sensitive and restrictive worksites. Our teams are adept at facilitating construction and demolition on sites located amid main-stream campus activities. We are well aware that fully operational campuses require special care and attention, with demands for the Owner's continued operations at the forefront of every safety and site logistics plan.

Preplanning with the Owner will occur with regard to the logistics of any required demolition and construction in order to minimize the impact on the Jackson WWTP's maintained operations, as well as staff and the public's ability to utilize pedestrian walkways and parking areas. Our goal is to establish safe-zone environments for use during all construction activities.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. **See Attachment J.**

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

This is determined by pre-established labor agreements.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program. **By obtaining documentation of licenses/certifications prior to work performance.**

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. **See Attachment K.**

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status. **Refer to next page**

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Spence Brothers recognizes the importance of supporting the local economy by utilizing the talent and manpower that is regional to every project. Not only does this result in a reinvestment of dollars back into the local community, but it also reduces the carbon footprint of each project's construction with shorter distances traveled by subcontractors and suppliers. This makes for a more sustainable project for our Owners in both dollars and environment. We will work with you to maximize local participation and will provide a percentage in the event of a contract award.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. **See Attachment L.**

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

See Attachment L.

D. of D. S.

Print Firm Name/Principal

SPENCE BROTHERS - DAVID D. SPENCE, EXECUTIVE V.P.

Signature/Principal

Date

JULY 19, 2022

CRITERIA #26

July 19, 2022

SPENCE BROTHERS

Bricklayers/Cement Finishers	Location	Agreement Renewal Dates
2	UP	4/30/2023
BAC 2 (1)	Detroit	5/31/2023
2 (14-MI-7)	Ann Arbor (WCA)	7/31/2023
2 (12-MI-7)	Flint	7/31/2023
2 (74-MI-7)	Saginaw	7/31/2023
2 (40-MI-7)	Traverse City	7/31/2023
Carpenters		
1510	UP	4/30/2023
1004 (D5)	Lansing (+ MOU)	5/31/2023
1004 (D0)	Jackson/Adrian	5/31/2023
706 (A0)	Saginaw (A0)/Flint (A1)	5/31/2023
100/525 (C0) 4	Southwest MI	5/31/2023
202 (B0)	Traverse City	5/31/2023
687 (A2)	Detroit	5/31/2023
687 WCA (H2)	Ann Arbor	5/31/2023
Laborers		
1329	UP	4/30/2023
1075 (F0)	Flint	5/31/2023
499 (F0)	Lansing/Jackson	5/31/2023
355 (F0)	Southwest MI	5/31/2023
1191/1076 (A)	Pontiac/Detroit	5/31/2023
1098 (F0)	Saginaw	6/30/2023
1098 (F0)	Traverse City	6/30/2023
499 (F4)	Ann Arbor	7/31/2023
Operators		
324 (E)	Upper	4/30/2023
324 (C)	Lower	5/31/2023
324 (A)	Southeast (AA/DET)	5/31/2023
324 (J)	GLFE	5/31/2023

NOTE: Spence Brothers is signatory and a member of Associated General Contractors and remains in good standing. Certifications for all trades provided by AGC and applicable local union(s).

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Refer to Responsible Contractor Ordinance Form & Attachments

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically,

efficiently, continuously and without interruption.

5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

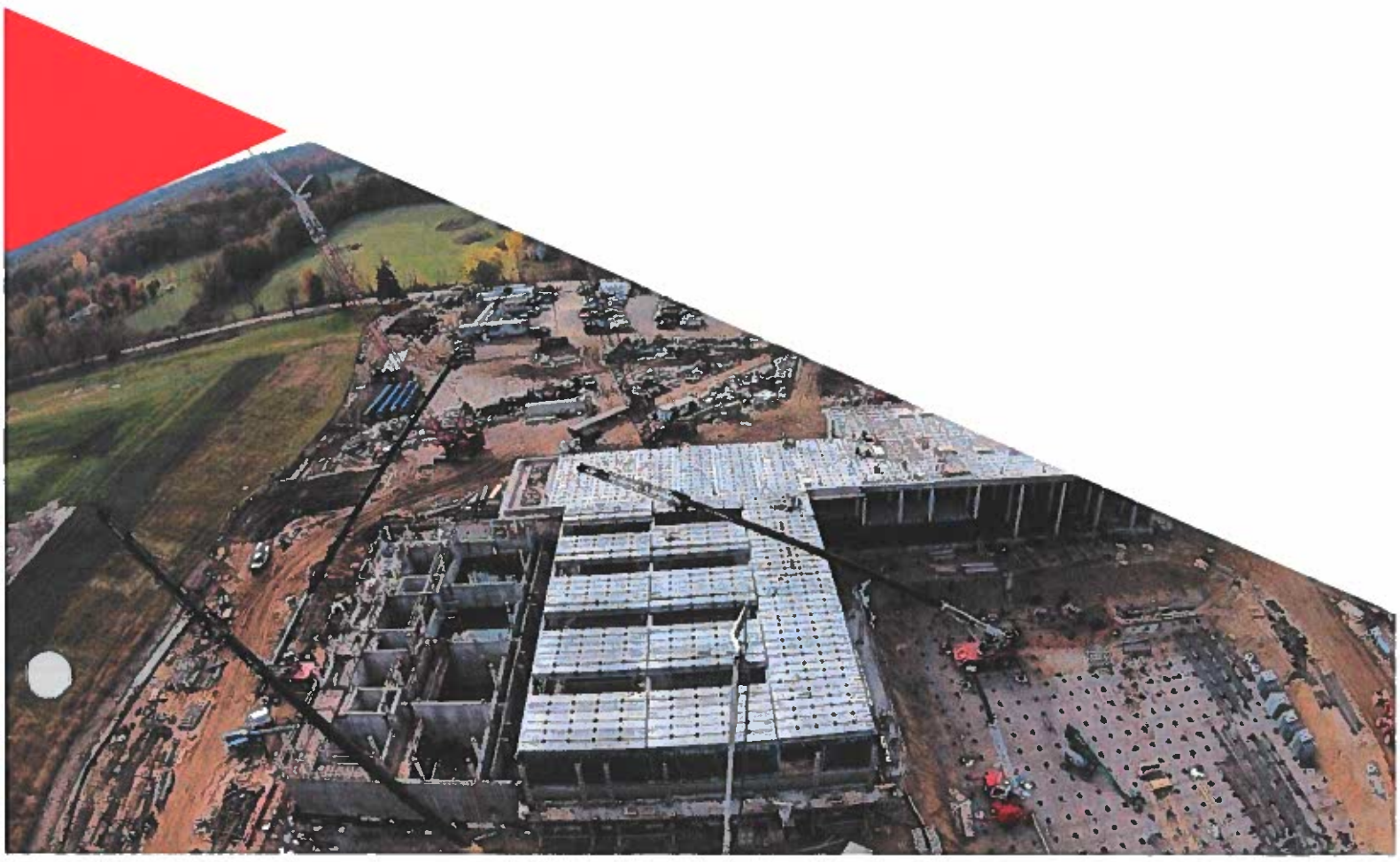
1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

SPENCE BROTHERS

Attachments



ATTACHMENT A

CORPORATION FILING

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

SPENCE BROTHERS

was validly incorporated on April 1 , 1930 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 11th day of February , 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22020319607

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

ATTACHMENT B

EVIDENCE OF CAPACITY TO PERFORM

Project Description	Owner	Completion	Size/$ Value
Acacia Park Combined Sewer Overflow	Oakland Co Drainage Board	1997	$13,600,000
Ann Arbor WWTP Headworks	City of Ann Arbor	2022	$12,260,000
Ann Arbor WWTP	Washtenaw County Environmental Health Division	1979	$57,400,000
City of Ann Arbor WTP Pump Station	City of Ann Arbor	2014	$8,600,000
City of Ann Arbor WWTP Headworks	City of Ann Arbor	2024	$12,260,000
Bay Area WTP	Bay County Department of Water & Sewer	2015	$60,000,000
Bay City WWTP	City of Bay City	2004	$36,500,000
Bay City WWTP Solid Handling Improvements	City of Bay City	2014	$2,000,000
Bay County WWTP	Bay County Department of Water & Sewer	1982	$21,100,000
Betsie Lake Utility Authority WWTP	Betsie Lake Utilities Authority	2009	$1,000,000
Betsie Lake Utility Authority WWTP	Betsie Lake Utilities Authority	2004	$1,200,000
City of Boyne City River Mouth Pump Station Improvements	City of Boyne City	2022	<$1,000,000
Brighton Township WWTP	Livingston Co Drain Commission	2002	$7,300,000
Village of Carleton WWTP	Village of Carleton	1996	$6,800,000
Charlevoix WTP Electrical Pads Concrete	The City of Charlevoix Municipal Water Supply	2017	<$1,000,000
Commerce Township WWTP	Charter Township of Commerce	2011	$51,300,000
Croswell WWTP	City of Croswell	1994	<$1,000,000
Delta Charter Township Oxidation Towers	Delta Charter Township	2010	<$1,000,000
Village of Dexter WWTP	Village of Dexter	2001	$3,200,000
Frankenmuth WWTP	City of Frankenmuth	1999	$4,000,000
Genesee County WTP	Genesee Co Drain Commission	2017	$74,000,000

Project Description	Owner	Completion	Size/$ Value
Genesee County NE Sewer Pump Station	Genesee Co Drain Commission	2007	$10,000,000
Genesee County WWTP	Genesee Co Drain Commission	2008	$14,500,000
Harbor Beach WWTP	City of Harbor Beach	1988	$5,700,000
Ira Township Water Treatment Facility	Ira Township	1996	$6,400,000
Village of Kalkaska WWTP	Village of Kalkaska	2004	$5,900,000
Leland WWTP	Leland Township	2015	<$1,000,000
Leoni WWTP	Leoni Township	2008	$2,000,000
Lyon Township WWTP	Lyon Township	2010	$1,400,000
Manistique WTP	City of Manistique	2011	$6,000,000
Marine City WWTP	City of Marine City	1993	$8,200,000
Milk River Combined Sewer Overflow	Milk River Intercounty Drainage Board	1995	$22,900,000
Milk River Priority 1B & Select Improvements	Milk River Intercounty Drainage Board	2021	$34,640,000
New Baltimore Water Treatment Plant	City of New Baltimore	1994	$3,100,000
Odawa Casino WWTP Surge Tank Addition	Odawa Casino Resort Wastewater Treatment Facility	2018	$1,000,000
Saginaw Chippewa Indian Tribe WWTP	Saginaw Chippewa Indian Tribe	2001	$6,900,000
Saginaw Steering Gear WWTP	City of Saginaw	1972	$1,100,000
Saginaw WWTP Chlorination Facility	City of Saginaw	1999	$2,600,000
City of Saginaw Water Pollution Control	City of Saginaw	1974	$45,900,000
Salt Fraser Retention Basin	City of Saginaw	1995	$9,600,000
Sault Ste Marie WWTP	City of Sault Ste Marie	1986	$9,800,000
Springwells WTP 1958 Settled Water Conduit and Loading Dock Concrete	Great Lakes Water Authority	2021	$1,235,000

Project Description	Owner	Completion	Size/$ Value
St. Clair City WWTP	City of St. Clair	1986	$5,000,000
Traverse City Union Street Dam Fish Pass	USACE	TBD	$19,304,000
Warren WWTP - Final Clarifiers 1-4 Rehabilitation	City of Warren	2015	$4,900,000
Webber Street Combined Sewer Overflow	City of Saginaw	1995	$7,700,000
Ypsilanti WWTP - Ultraviolet Disinfection	Ypsilanti Community Utilities	2003	$4,600,000

ATTACHMENT C

BONDING LETTER

CHUBB
100 South 5th Street, Suite 1700, Minneapolis, MN 55402
Phone: (612) 373-7300 Facsimile (612) 373-7436

Federal Insurance Company

January 17, 2022

RE: Spence Brothers, Inc.
Federal Insurance Company – Surety Program

To Whom It May Concern:

Please accept this letter as confirmation of our excellent ongoing relationship with Spence Brothers, Inc. Federal Insurance Company has been engaged in your surety program since 1986. During that time, we have underwritten bonds for single projects in excess of $100,000,000 within an aggregate program comprised of at-risk and construction manager / agency contracts of up to $400,000,000.

Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Spence Brothers, Inc.

We are pleased to share with you our favorable experience and high regard for your organization. This letter is not an assumption of liability and is issued only for pre-qualification purposes.

Chubb, through its subsidiaries and affiliates, has been providing surety bonds in the United States for over 100 years. Chubb has an A.M. Best rating of A++ (Superior) and a Financial Size Category of XV. Our surety underwriting companies, including Federal Insurance Company, ACE American Insurance Company, Vigilant Insurance Company, Pacific Indemnity Company, and Westchester Fire Insurance Company, have a combined U.S. Treasury Department Listing in excess of $1.2 billion as of July 1, 2020.

Sincerely,

Julie Decker
Attorney-in-Fact

ATTACHMENT D

OSHA CITATION SUMMARY (5 YEARS)

YEAR	INSPECTION DATE(S)	INSPECTION SITE	CITATION(S)	METHOD OF ABATEMENT	CLASSIFICATION(S)	FINE(S)
2021	9/1/2021	1100 Cooper Ave., Saginaw	none	n/a	n/a	n/a
	8/23/2021	1500 Wright Street, Alma	none	n/a	n/a	n/a
	6/29/2021	6100 State Street, Saginaw	none	n/a	n/a	n/a
	3/18/2021	1200 Wright Ave., Alma	none	n/a	n/a	n/a
	1/28/2021	100 Salmon Run Way, SS Marie	408.43216(1) Elevated in Aerial Boom lift w/ job built wind screen attached to guardrail system.	Corrected during inspection	Serious	$1,500
			1926.501(b)(4)(i) Roofers exposed to falls while accessing/exiting roof from hole w/o guardrails on all sides.	Install guardrails around opening	Serious	$1,500
			408.43207(1) Operating Aerial boom lift w/o permit from employer	Provided Operaotors card from Rental Company	OTS	$0
			1926.501(b)(4)(ii) Employee working near 3 uncovered floor holes on 2nd and 3rd floors.	Covered holes in floor	OTS	$0
2020	NONE					
2019						
	11/20/2019	2215 Fuller Rd., Ann Arbor	408.41734(1) Damaged electrical cord to charge skytrak	Corrected during inspection	OTS	n/a
	4/15/2019	801 Joe Mann Blvd., Midland	none	n/a	n/a	n/a
	3/28/2019	2110 S M-76, West Branch	408.41953(1) Missing guard on table saw	Lower blade when cutting backing.	Serious	$1,500
	3/7/2019	319 E. Genesee, Saginaw	none	n/a	n/a	n/a
	3/5/2019	918 E. Grand River Ave., E. Lansing	none	n/a	n/a	n/a
2018						
	8/2/2018	801 Joe Mann Blvd., Midland	408.41219(2)(A) Subcontractor working under others under scaffold.	n/a	OTS (Other Than Serious)	$1,000
	7/10/2018	611 East University Dr., Ann Arbor	408.41219(2)(a) Scaffold & scaffold platforms	subcontractor violation corrected	OTS (Other Than Serious)	$1,000
	6/19/2018	9411 Tenth St., Interlochen	408.40624 (1) Employee not wearing eye or face protection	Employee wearing provided ppe	Serious	$900
			408.41212 (1) Guardrail shall be installed on any open side or end of scaffold.	Guardrail was installed properly on scaffold	Serious	$1,500
			408.41243(6) Forklift operator needs to stay at controls inside cab while employee is elevated.	Operator was trained to stay within cab of forklift when load is elevated.	Serious	$1,500

ATTACHMENT D: OSHA CITATION SUMMARY

YEAR	INSPECTION DATE(S)	INSPECTION SITE	CITATION(S)	METHOD OF ABATEMENT	CLASSIFICATION(S)	FINE(S)
			19260501 B11 Employees shall be protected from unprotected sides and edges while on roof.	Personal Fall Protection was installed and used.	Serious	$1,500
			19260503 A01 Employees shall be trained to recognize fall hazards	Fall Protection Training was provided to employees 4/13/2018	Serious	$0
2018 cont'd			19260502 D15 Independent anchorage shall be used	Employees were trained to use separate anchor points	Serious	$0
	3/9/2018	1100 E. Michigan Ave., Grayling	none	n/a	n/a	n/a
	1/30/2018	416 Connable Ave., Petoskey	none	n/a	n/a	n/a
	1/16/2018	4041 Lone Pine Dr. Traverse City	408.40132(3) Expired First Aid Training	Updated CPR / First Aid Training	Repeat	$60
2017	12/18/2017	860 Willow Run Airport, Ypsilanti	none	n/a	n/a	n/a
	10/10/2017	603 E. Huron St. Ann Arbor	none	n/a	n/a	n/a
	8/22/2017	200 Main St. Chelsea	408.41953(1) Table saw being used without a guard in place.	Guard was installed onto table saw	Serious	$ 1,200
			1926.501(b)(1) Stairs leading to basement with unprotected side 6 ft. or more above lower level.	Guradrail was installed immediately	Serious	$ 1,200
	6/30/2017	301 W. Main Street, Midland	1926.1101(d)(5) Exercise general supervisory authority over work covered in this standard. Subcontractor violated standard.	n/a	Serious	$ 250
	5/25/2017	4675 Hill St., Cass City	none	n/a	n/a	n/a
	3/30/2017	4414 Stanley Rd., Columbiaville	none	n/a	n/a	n/a
	3/21/2017	4414 Stanley Rd., Columbiaville	none	n/a	n/a	n/a
	3/6/2017	1861 College Dr., Traverse City	408.42159(1) Exposed to tripping on horizontal rebar at east entrance.	Covered stoop at entrance of building.	Serious	$ 1,800
			408.42159(2) Exposed to hazardous projections from copper pipes in each room.	Covered and protected copper pipes.	Serious	$ -
			1926.502(b)(1) Window openings did not have top guardrail over opening of window.	Top rail was installed at window openings.	Serious	$ 1,500

ATTACHMENT E

CERTIFICATE OF INSURANCE

Client#: 13258 SPEBR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	CONTACT NAME: PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Spence Brothers 203 S Washington STE 360 Saginaw, MI 48607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Insurance Co. INSURER B : Cincinnati Insurance Co. INSURER C : Chubb/Pacific Insurance Group INSURER D : New Hampshire Insurance Co. INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL3292195	09/01/2021	09/01/2022	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			4544812	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
B	[ ] UMBRELLA LIAB [X] OCCUR			EXS0392779	09/01/2021	09/01/2022	EACH OCCURRENCE	$10,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC025893643	09/01/2021	09/01/2022	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Leased/Rented Equipment			06620573	09/01/2021	09/01/2022	$850,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ESL

FITNESS FOR DUTY POLICY

Fitness for Duty Policy

Spence Brothers is committed to maintaining a safe work environment for all employees (and customers, students, patients, visitors, etc., as applicable). In order for Spence Brothers to maintain a safe working environment, every employee must be able to perform his or her job duties in a safe, secure, and effective manner in order to ensure that the health and safety of those around them is not jeopardized.

This policy does not limit Spence Brothers right to take employment action under its normal disciplinary policies and procedures. Employees who fail to perform his/her job functions and/or engage in misconduct may face disciplinary action up to and including termination notwithstanding a referral for a fitness for duty evaluation.

Employees who refuse to undergo a fitness for duty evaluation may face disciplinary action, including suspension or termination. Additionally, the employee's participation in a recommended treatment or rehabilitation program does not guarantee continued employment and may not necessarily prevent disciplinary action for violation of Spence Brothers' policies.

Purpose of Fitness for Duty Evaluation

The purpose of a fitness for duty evaluation is to address whether an employee has a medical or psychologically capable of performing their work duties and/or a condition that may pose a potential threat to the employee or others in the workplace. The evaluation will screen for drug and alcohol usage. Employees shall notify their supervisor when prescribed drugs or over-the-counter medicines that may impair their ability to perform work.

Should an employee be fatigued to the point where they are unable to perform their work they shall notify their supervisor immediately.

An employee will be required to undergo a fitness for duty evaluation (either medical or psychological) for pre-employment or cause when an employer has objective evidence that an employee either:

- is unable to perform the essential functions of his or her job due to a medical or psychological condition, or
- poses a direct threat to himself/herself or others.

The grounds for seeking a fitness for duty evaluation may come from a supervisor's own observations and/or receipt of a reliable report of the employee's possible lack of fitness for duty from a third party. Examples of the types of impairments that may warrant Spence Brothers request for a fitness for duty evaluation include:

- use, possession, or influence of alcohol or illegal drugs;
- use of legal drugs that adversely affect the employee's ability to perform his/her job functions safely;
- slurred or incoherent speech;
- observed problems with vision, awareness, coordination or dexterity;
- aggressive or threatening behavior;
- unpredictable mood or behavior changes;
- drowsiness, sleeping or other signs of fatigue; or
- any other physical or psychological condition or behavior that affects the employee's ability to practice his or her job functions successfully and safely.

Independent Medical Evaluation and Payment

The fitness for duty evaluation will be referred to and conducted by an independent, licensed health care practitioner ("Independent Medical Evaluator") chosen by Spence Brothers. The Independent Medical Evaluator will not be a treating physician of the employee. Spence Brothers is responsible for paying the cost of any fitness for duty evaluation(s) required by Spence Brothers. If the employee wishes to get a second opinion, or an additional evaluation from another provider, the employee is responsible for paying the cost of and additional evaluations.

Results of Fitness for Duty Evaluation

The Independent Medical Evaluator will perform the evaluation of the employee, and any necessary testing, and will provide Spence Brothers with his or her medical opinion as to the employee's fitness to perform his/her job functions. Spence Brothers may use the fitness for duty evaluation results to make decisions regarding the employee's employment status, including, without limitation, and as applicable, whether employee maintains his/her job, termination or provision of reasonable accommodation.

Confidentiality

To the extent allowed by law, Spence Brothers shall protect the confidentiality of the evaluation and the results. Employee medical information provided by the employee to Spence Brothers is maintained on a confidential basis in accordance with applicable law.

When conducting a mandated fitness for duty evaluation, Spence Brothers may ask employee to sign consent forms that permit production of medical health information to the Independent Medical Evaluator. If the employee releases medical health information to the Independent Medical Evaluator, the employee may opt to not have the medical health information released to Spence Brothers.

ATTACHMENT G

SUPERVISORY PERSONNEL QUALIFICATIONS



David D. Spence - Executive Vice President

Education

- Bachelor's in Criminal Justice from Jacksonville State University

Construction Experience and Responsibilities

- Laborer and Foreman from 1988 to 1992
- Layout Engineer and Assistant Superintendent from 1992 to 1994
- Superintendent from 1994 to 2010
- Operations Director from 2006 to Present
- Assistant Vice President from 2006 to 2012
- Vice President from 2013 to 2019
- Executive Vice President from 2019 to Present

Executive leadership and supervision over the company's tradework divisions, ensuring profitability and accuracy in estimating practices and services as applied by the estimating and trades teams throughout the firm.



Bruce K. Smith, LEED AP – Vice President

Education

- Bachelor's Degree, Construction Management, Michigan State University

Construction Experience and Responsibilities

- *Supervisor / Field Coordinator / Asst Project Manager from 2005 to 2010
- *Project Manager from 2010 to 2012
- *Estimator from 2012 to 2014
- Director of Southeast Michigan Operations from 2016 to Present
- Vice President 2017 to Present

Supports the President & COO by providing direct supervision over the successful application of the company's pre-construction and construction services as applied by Spence Brothers' Southeast Michigan Regional personnel.



Shane S. Willis, PE, LEED AP, CM-BIM – Vice President

Education

- Master's Degree, Construction Management, University of Michigan
- Bachelor's Degree, Civil Engineering, University of Michigan

Construction Experience and Responsibilities

- Project Engineer from 2006 to 2008
- Project Manager from 2009 to 2016
- Director of Great Lakes Bay Michigan Operations from 2016 to Present
- Vice President 2019 to Present

Supports the President & COO by providing direct supervision over the successful application of the company's pre-construction and construction services as applied by Spence Brothers' Great Lakes Bay Regional personnel.

**Denotes experience with a previous employer*

ATTACHMENT H

NEW WATER TREATMENT PLANT

GC / $74M / SELF-PERFORMED CONCRETE: 17,800 CU YDS

GENESEE COUNTY DRAIN COMMISSION
COLUMBIAVILLE, MI



LETTER OF REFERENCE

GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE
DIVISION OF
WATER & WASTE SERVICES
G-4610 BEECHER ROAD · FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 · FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

February 6, 2018

Washtenaw Contractors Association
3135 South State Street
Suite 350-H
Ann Arbor, Michigan 48108

Re: 2018 Pyramid Award
Genesee County Water Treatment Plant

To Whom It May Concern:

Genesee County Drain Commissioner's Office – Division of Water & Waste Services is pleased to submit this letter of recommendation for the consideration of the construction of the Genesee County Water Treatment Plant by Spence Brothers, for the Pyramid Award.

The construction of the water treatment plant paved the way to provide residents in Genesee County with a stable water supply, reliable backup, and an affordable rate structure. Spence Brothers was able to construct the new water treatment plant ahead of schedule, allowing for a smooth and seamless transition from the Great Lakes Water Authority to water supplied by the new Genesee County Water Treatment Plant. Spence Brothers not only built a quality facility, they constructed the water plant in 21 months, wherein normally a project of this magnitude would have taken 30 months. Additionally, the project cost was within 4 percent of the original contract estimate of this size and scope. Completing the project on time, and within budget, is a remarkable achievement. Spence Brothers was faced with sharing the site and coordinating construction activities with two other contractors. Spence was also able to manage multiple trades, suppliers, and agencies without delaying the project.

Spence Brothers ensured that all concerns of the Genesee County Drain Commissioner's Office were met, providing the highest quality water possible to the residents of Genesee County.

Sincerely,

Matthew T. Raysin, PE
Assistant Director of Engineering
Division of Water & Waste Services

MTR/JMW

HUB ANN ARBOR MIXED USE HIGH RISE

GC / $34M / 180,000SF / SELF-PERFORMED CONCRETE: 7,000 CU YDS

CORE
ANN ARBOR, MI



LETTER OF REFERENCE

CORE SPACES

February 2, 2018

2018 Pyramid Award Committee,

Spence Brothers Concrete performed all concrete work on The Hub at Ann Arbor project. As an owner, we felt that Spence Brothers self-performing the concrete scope of work was a benefit to the project. Spence Brothers Concrete had a massive portion of work on the project, as each floor was designed as an 8" post tensioned deck. Spence Brothers Concrete and their tier subcontractors worked hard to 'make up time' on the schedule, after underground construction was impacted by early implementation of frost laws in 2017. The project structure started 2.5+ months behind schedule, and at completion of concrete operations, the project schedule was a mere 5 days behind the original contract schedule. In less than 10 months, Spence Brothers Concrete managed to make up more than 40 working days on the schedule. This shows Spence Brothers Concrete's dedication to upholding commitments and working efficiently and safely.

Many of our ceilings and columns in the finished property are exposed, and Spence Brothers Concrete's quality control really shows in these areas. There were nearly no issues with concrete finish requiring re-work. Spence Brothers Concrete also never failed a pre-pour inspection with our Special Inspector of Record – SME, which speaks to their quality. Spence Brothers Concrete delivered on their commitments in exceptional fashion.

The location of our project is in the heart of downtown Ann Arbor, which provided significant logistical challenges in mobilizing 30,000SF+ of decking materials (beams, shores, decking, etc.), tight site logistics with the adjacent Graduate Hotel and Sloan Plaza condominium also presented challenges, which Spence resolved with their tier suppliers – Doan Concrete and Cross Concrete Pumping. Spence Brothers Concrete did so with minimal change orders, while still partnering with the MEP trades. It is clear to us that Spence Brothers Concrete has a very detail oriented field team, which means success and minimal punchlist for the project as a whole.

Overall, we are exceptionally pleased with Spence Brothers Concrete's progress on the project – so much so that they are being retained to perform the design and construction of the concrete portion of on our next project with Spence Brothers – The Hub at East Lansing – which is more than double the size of Hub Ann Arbor.

We very much so look forward to continuing our relationship with Spence Brothers' Construction and Spence Brothers Concrete to deliver beautiful projects on time and on budget. We believe Spence

1543 N Milwaukee Ave, 5th Floor Chicago, IL 60647 773.969.5740 corespaces.com



LETTER OF REFERENCE

CORE SPACES

Brothers Concrete sets a high standard for all trades and is a strong selling point in using Spence Brothers as our general contractor/construction manager of choice.

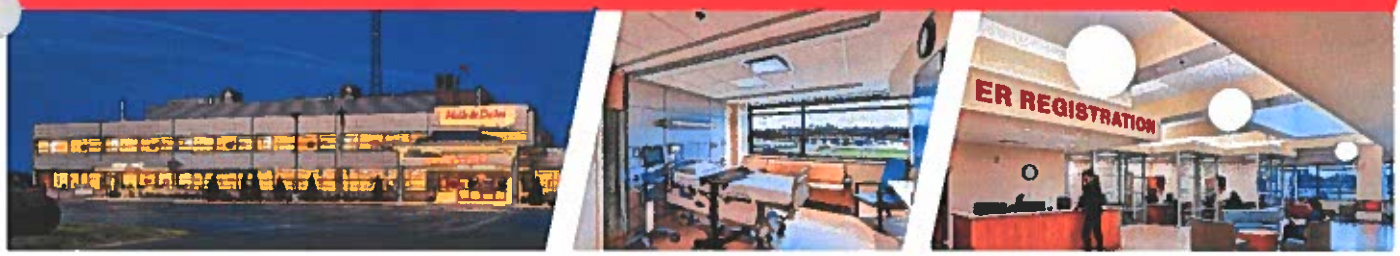
Mark Goehausen
Sr. Development Manager
Core Spaces

1643 N Milwaukee Ave, 5th Floor Chicago, IL 60647 773 969 5740 corespaces.com

HILLS & DALES GENERAL HOSPITAL EXPANSION & RENOVATION

CM / $8.5M / 28,000SF

NORTHEAST TUSCOLA HEALTHCARE
CASS CITY, MI



LETTER OF REFERENCE

4675 Hill Street
Cass City, MI 48726

Hills & Dales General Hospital

(989) 872-2121
www.hdghmi.org

October 16, 2019

Dear Ms. Kelli Jenness,

I am pleased to write this letter of recommendation in partnership with Spence Brothers for the Build Michigan Award for Building Construction of Projects under $10 million category. Spence Brothers was the construction management company on the expansion and renovation project that was completed here at Hills & Dales General Hospital early this year. With the combination of added and renovated space, Spence Brothers lead us in a roughly 25,000 square foot project and they were outstanding.

As a hospital, we ran 24/7 in conjunction with our construction project, which was a difficult task. Phase 1 of our project included tearing off the entire front of our hospital, both first and second floors, which meant changing entrances, patient flow, ambulance flow, as well as parking and many other things. Spence Brothers team was very mindful of our patients and met the challenge with no problem. They were always courteous to our patients and handled the challenges that come with these types of change with professionalism and consideration.

From the beginning to the end, Spence Brothers was excellent. Scott Kaczmarek, who was the lead on the job, as well as the sub-contractors on site, were professional, knowledgeable, courteous and timely. Every trade worker was courteous to our patients and employees, and it was clear that they knew the expectations the minute they walked onto the job site. The workers also embraced when we would do walk-throughs of the space. Many people wanted to see the progress, including board members, physicians, employees and community groups. The workers were always accommodating, answering questions and never making it seem like it was an inconvenience.

Beyond the project, Spence Brothers engaged themselves in many Hills & Dales activities. Whether it was running in our 5K race, supporting our golf outing, or the workers donating money toward employee fundraisers that were held throughout the year, it was very apparent that Spence Brothers is dedicated to the community and want to be engaged with their clients and the area that they are working in.

From start to finish, we worked with Spence Brothers for almost three years. When we completed our eight-million-dollar project in January of 2020, it was bittersweet to say goodbye to the team; they had become familiar, friendly faces that were part of our institution for a long time. We are still complimented by patients and visitors who are just seeing the spaces for the first time, and I know we will continue to feel the benefits of the job Spence Brothers did for us for years to come. I highly recommend them for this award.

Sincerely,

Jean Anthony,
President & CEO
Hills & Dale General Hospital

THE STANDARD ANN ARBOR MIXED USE DEVELOPMENT CONCRETE

SUBCONTRACTOR / $8.8M / 201,499SF / SELF-PERFORMED CONCRETE: 8,000 CU YDS

LANDMARK PROPERTIES
ANN ARBOR, MI



LETTER OF REFERENCE

LANDMARK CONSTRUCTION

Patrick Fitzgerald

315 Oconee St.

Athens, GA 30601

January 27, 2022

To Whom It May Concern,

I am writing on behalf of Spence Brothers and the great job they have done for us on The Standard at Ann Arbor Project. My name is Patrick Fitzgerald, and I am the Lead Project Manager for Landmark Construction for the last year and a half. Landmark Construction is the nation's leader in development, construction, management, and investment of high-quality living communities. We are based in Athens, GA and currently have over 1000 employees, including over 150 at our corporate headquarters.

Since contract negotiations and execution, the entire Spence Brothers team have been nothing but professional, team-driven and committed to delivering not only a great project for Landmark, but also the City of Ann Arbor. The Standard at Ann Arbor is mixed-used, student housing building with a 10-story tower, 5-story Midrise totaling 477 beds, Amenities/Pool, and two future Retail suites costing over $60 million.

This was Landmark's first project in Michigan, and Spence Brothers made sure to help guide this project through any obstacle that stood in the way. As we were bringing The Standard out of the ground, we unfortunately hit potential massive delays in unsuitable soils and Spence made sure not only to be conscientious of the schedule but also the budget. They exhausted all measures to make the delay minimal and get us to "Top-Out" and back on track. As a General Contractor, you cannot ask for anything more when these setbacks are present.

Our entire project team is very grateful for the opportunity to partner with Spence Brothers and would to give special recognition to Dave Spence, Bruce Smith, Matt McSweeney and Jeff Wright who worked tirelessly on this project from contract execution to Top-Out. They are excellent candidates for "Best Subcontractor- Contracts Over $500,000" Award and would highly recommend them to anyone considering working with them. Thank you for the opportunity to speak on behalf of Spence Brothers!

Sincerely,

Patrick Fitzgerald

ATTACHMENT I

QUALITY ASSURANCE PROGRAM

Evidence of Quality Assurance Program

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SPENCE BROTHERS

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Awards & Recognition Received by the Firm

We approach every project with each Owner's unique needs in mind. However, some projects (large & small) can deliver their own brand of complexity and/or extraordinary feature(s). In some cases, these projects are recognized by outside organizations in and of themselves. In others, Spence Brothers will work with Owners and Architects to recognize achievements by competing for honors in the construction industry every year. The following would not be possible without delivering a standard for quality which meets or exceeds the Owner's expectations.

HUB on Campus Ann Arbor

Size: 180,000sf
Location: Ann Arbor, MI
Value: $40M

Award(s)
CAM Magazine Outstanding Construction of the Year

WCA Pyramid (concrete)





Interlochen Center for the Arts Music Building

Size: 62,000sf
Location: Interlochen, MI
Value: $24M

Award(s)
NWM-BX (Builders Exchange of Northwest Michigan) Award for Excellence

WAC Pyramid Award, Best Project Team





The Legacy

Size: 50,000sf
Location: Bay City, MI
Value: $12M

Award(s)
CAM Magazine Outstanding Construction of the Year





SVRC Marketplace

Size: 99,543sf
Location: Saginaw, MI
Value: $22M

Award(s)
Michigan Historic Preservation Network Preservation Award





Northwestern Michigan College West Hall Innovation Center & New Library

Size: 54,000sf
Location: Traverse City, MI
Value: $16M

Award(s)
MI AIA Design Excellence Honor

CAM Magazine Construction Highlight





Emmet County Waterfront Event Center

Size: 12,000sf
Location: Mackinaw City, MI
Value: $8M

Award(s)
AGC Build Michigan

CAM Outstanding Project





Saginaw Valley State University Health & Human Services

Size: 90,000sf
Location: University Center, MI
Value: $28M

Award(s)
CAM Magazine Green Award, Honorable Mention

American School Board Journal

ASHRAE National Technology





Hickory Hills Recreation Area

Size: 10,400sf
Location: Traverse City, MI
Value: $4M

Award(s)
NWM-BX (Builders Exchange of Northwest Michigan) Award for Excellence





University of Michigan Crisler Center Expansion

Size: 117,000sf
Location: Ann Arbor, MI
Value: $52M

Award(s)

ENR Midwest's Best Project of The Year, Sports Entertainment

AGC Build Michigan

Athletic Business' National Merit Award





The Dow Chemical BSC

Size: 210,000sf
Location: Midland, MI
Value: $55M

Award(s)

AGC Build Michigan Award for Environmental, Sustainable, LEED

Buildings Magazine, America's Best Building of the Year Merit Award





Saginaw Valley State University Regional Education Center

Size: 130,000sf
Location: University Center, MI
Value: $30M

Award(s)

AGC Build Michigan Award





MBS New Terminal Development

Size: 72,000sf
Location: Freeland, MI
Value: $52M

Award(s)

MDOT Office of Aeronautics, Michigan Airport of the Year





Bay City Public Schools Bond

Size: 982,500sf
Location: Bay City, MI
Value: $69.5M

Award(s)

CAM Magazine Best Project Team

Michigan Historic Preservation Network Honor Award (Central High School)

WCA Pyramid Award, Projects Over $25M





Delta College Health & Wellness - F-Wing Renovations

Size: 91,048sf
Location: University Center, MI
Value: $19.9M

Award(s)

CAM Magazine Outstanding Project of The Year





Dow Event Center Additions & Renovations

Size: 100,000sf
Location: Saginaw, MI
Value: $14.5M

Award(s)

Saginaw Valley Chapter - AIA Honor Award





Saginaw Valley State University Regional Education Center

Size: 130,000sf
Location: University Center, MI
Value: $30M

Award(s)

AGC Build Michigan Award





Interlochen Center for the Arts Dance Center

Size: 22,000sf
Location: Interlochen, MI
Value: $6.5M

Award(s)

NWM-BX (Builders Exchange of Northwest Michigan) Excellence in Construction

WAC Pyramid Award, Best Project Team





Mary Free Bed Inpatient & Outpatient Rehabilitation Hospital

Size: 103,320sf
Location: Saginaw, MI
Value: $40M

Award(s)

WAC Pyramid Award, Best Project Team





University of Michigan Yost Ice Arena Renovation

Size: 115,000sf
Location: Ann Arbor, MI
Value: $16M

Award(s)

AGC Build Michigan Award





ATTACHMENT J

MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Milk River Priority 1B & Select Improvements – GC	Milk River Intercounty Drain Drainage District	Michael Gregg 525 W. Allegan Street Lansing, MI 48915 517-284-5622	Tetra Tech	$40,827,201	Grosse Pointe Woods	7%	2022
Memorial Healthcare Neuro, Ortho, Wellness Center - CM	Memorial Healthcare	Charlie Thompson 826 W. King Street Owosso, MI 48867 989-729-4567	Edmund London & Associates	$37,526,299	Owosso	13%	2022
Mary Free Bed at Covenant HealthCare Inpatient and Outpatient Rehabilitation Hospital - CM	Mary Free Bed	Jeff Berger 700 Cooper Avenue Saginaw, MI 48602 989-583-6464	HED	$26,113,876	Saginaw	10%	2022
Lake Superior State University Center for Freshwater Research & Education (CFRE) - CM	Michigan Department of Technology Management & Budget	Tom Pawloski 364 N. State St St. Ignace, MI 49781 517-242-0973	Smith Group IJR	$11,579,847	Sault Ste Marie	15%	2022
The Standard Ann Arbor - Concrete	Landmark Urban Construction	Brian Clapp, PE, PMP, CCM, LEED AP 315 Oconee Street Athens, GA 30606 202-294-2331	Myefski Architects	$9,728,008	Ann Arbor	60%	2022
Interlochen Center for the Arts Dow House Residence Hall & Artist Suites - CM	Interlochen Center for the Arts	Eric Gray, PE 4000 South Highway M-137 Highway Interlochen, MI 49643 231-276-7356	Cornerstone Architects	$8,865,275	Interlochen	4%	2022
Alpena Community College Van Lare Hall Center for Health Science and Student Success - CM	Alpena Community College	Nicholas Brege 665 Johnson Street Alpena, MI 49707 989-358-7202	Cornerstone Architects	$7,493,689	Alpena	27%	2022
Jolt Credit Union - CM	Jolt Credit Union	Alan Watson 5180 State St Saginaw, MI 48603 800-798-2328	TSSF Architects, Inc.	$7,230,751	Saginaw	19%	2022
Masonic Pathways Shared Services Building Addition - CM	Masonic Pathways	Mike Logan Masonic Pathways 1200 Wright Avenue Alma, MI 48801 989-466-3800	TSSF Architects, Inc.	$6,633,005	Alma	8%	2022

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Interlochen Center for the Arts Dance Center - CM	Interlochen Center for the Arts	Eric Gray, PE 4000 South Highway M-137 Highway Interlochen, MI 49643 231-276-7356	Flansburgh	$5,785,737	Interlochen	11%	2022
McLaren Northern Michigan Hospital South Tower Addition - General Trades	McLaren Northern Michigan	Kenneth Bannister 416 Connable Avenue Petoskey, MI 49770 231-487-4802	Smith Group JJR	$5,240,939	Petoskey	50%	2022
Masonic Pathways Skilled Nursing Facility - CM	Masonic Pathways	Mike Logan Masonic Pathways 1200 Wright Avenue Alma, MI 48801 989-466-3800	Hobbs & Black Associates, Inc.	$4,931,191	Alma	27%	2022
Memorial Healthcare Neuro, Ortho, Wellness Center - General Trades	Memorial Healthcare	Charlie Thompson 826 W. King Street Owosso, MI 48867 989-729-4567	Edmund London & Associates	$3,731,723	Owosso	67%	2022
Mary Free Bed at Covenant HealthCare Inpatient and Outpatient Rehabilitation Hospital - General Trades	Mary Free Bed	Jeff Berger 700 Cooper Avenue Saginaw, MI 48602 989-583-6464	HED	$3,065,007	Saginaw	93%	2022
MidMichigan Health Alpena Patient Tower - General Trades	MidMichigan Health Alpena	Cody Deatsman 4000 Wellness Drive Midland, MI 48670 989-839-3503	Nord Coplan Macht	$2,988,233	Alpena	69%	2022
Health Advantage Credit Union New Midland Facility - CM	Health Advantage Credit Union	Laura Crase President/CEO Health Advantage Credit Union 4550 State Street Saginaw, MI 48603 989-791-7070	TSSF Architects, Inc.	$1,997,423	Midland	8%	2022
MidMichigan Health Gratiot Enabling Moves Administration & Cardiac Rehabilitation - CM	MidMichigan Health Gratiot	Cody Deatsman 4000 Wellness Drive Midland, MI 48670 989-839-3503	Eckert Wordell, LLC	$1,941,296	Alma	40%	2022
Garber Tennis Courts Family Center - CM	Urban Tennis Foundation	Ken LeCureux Owner's Representative 989-980-7766	William A. Kibbe & Associates, Inc.	$1,907,550	Saginaw	16%	2022

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Great Lakes Energy - Concrete	Great Lakes Energy	Brooks McIntosh, Owner's Rep 3535 Moores River Drive Lansing, MI 48911 616-260-3486	Neumann Smith Architecture	$1,870,375	Boyne City	88%	2022
Alpena Community College Van Lare Hall Center for Health Science and Student Success - General Trades	Alpena Community College	Nicholas Brege 665 Johnson Street Alpena, MI 49707 989-358-7202	Cornerstone Architects	$1,545,550	Alpena	87%	2022
Memorial Healthcare Neuro, Ortho, Wellness Center - Concrete Owosso, Michigan	Memorial Healthcare	Charlie Thompson 826 W. King Street Owosso, MI 48867 989-729-4567	Edmund London & Associates	$1,538,349	Owosso	48%	2022
UM Michigan Medicine Briarwood Building 1-5 Parking Lots - GC	University of Michigan	Eric Miller 326 E. Hoover Ave., Mail Stop B Ann Arbor, MI 48109 734-770-8564	Fishbeck	$1,498,391	Ann Arbor	12%	2022
Frankfort Garden Theater Renovation - CM Frankfort, Michigan	Friends of the Garden Theater	Rick Schmitt Friends of the Garden Theater PO Box 694 Frankfort, MI 49635 231-631-0575	N/A	$1,453,405	Frankfort	44%	2022
Boardman Lake Trail Carpentry - General Trades	City of Traverse City	Timothy J. Lodge, PE City Engineer City of Traverse City 400 Boardman Avenue Traverse City, MI 49684 Ph: 231-642-1162	City of Traverse City	$1,346,125	Traverse City	77%	2022
Masonic Pathways Skilled Nursing Facility - General Trades Alma, Michigan	Masonic Pathways	Mike Logan 1200 Wright Avenue Alma, MI 48801 989-466-3800	Hobbs & Black Associates, Inc.	$1,291,918	Alma	83%	2022
Lake Superior State University Center for Freshwater Research & Education (CFRE) - Concrete	Michigan Department of Technology Management & Budget	Tom Pawloski 364 N. State St St. Ignace, MI 49781 517-242-0973	Smith Group JJR	$993,186	Sault Ste Marie	89%	2022

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Delta College Midland Center - CM	Delta College	Matthew Sullivan 1961 Delta Rd. University Center, MI 48710 989-686-9210	Tower Pinkster Architects Engineers	$11,436,899	Midland	0%	2021
UM Catherine St Utility Tunnel - General Trades	University of Michigan	Bryan Valachek 326 E. Hoover Ave. Ann Arbor, MI 48109 734-341-1694	Commonwealth Associates	$2,803,242	Ann Arbor	29%	2021
Glen Lake Community Schools - Concrete & General Trades	Glen Lake Community Schools	Jamie Cardinal Owner's Rep 634 Front Avenue NW, Ste 500 Grand Rapids, MI 49504-5355 616-454-4454	Mathison Mathison Architects	$1,017,492	Maple City	86%	2021
Saginaw County Adult Detention Facility & Sheriff Administration Building - CM	Saginaw County	Kelly Suppes 111 S. Michigan Avenue Saginaw, MI 48602 989-790-5505	Goldberg Group Architects - PC	$35,935,388	Saginaw	0%	2020
UM Wall Street West Parking Deck - GC	University of Michigan	John Hetrick 326 E. Hoover Ave. Ann Arbor, MI 48109 734-647-5507	Walker Parker Consultants	$27,753,358	Ann Arbor	18%	2020
Northwestern Michigan College West Hall Renovation Innovation Center - Library - CM	Northwestern Michigan College	Vicki Cook 1701 East Front Street Traverse City, MI 49686 231-995-1144	Cornerstone Architects	$17,269,526	Traverse City	0%	2020
Alpena County Regional Airport New Terminal - GC	Alpena County Board of Commissioners	Steven Smigelski 1617 Airport Road Alpena, MI 49707 989-354-9601	RS & H	$9,102,107	Alpena	13%	2020

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Frankenmuth Credit Union North Main Expansion - CM	Frankenmuth Credit Union	Scott Ireland 580 N. Main St PO Box 209 Frankenmuth, MI 48734 989-777-5378	TSSF Architects, Inc.	$8,981,312	Frankenmuth	0%	2020
Hausbeck Pickle Warehouse Additions - CM Saginaw, Michigan	Hausbeck Pickle	Tim Hausbeck 1626 Hess Ave. Saginaw, MI 48601 989-754-4721	William A. Kibbe & Associates, Inc.	$6,808,500	Saginaw	0%	2020
Hoover & Greene Mixed Use Development - Concrete	Cunningham-Limp Development Company	Donald Webb 28970 Cabot Dr., Suite 100 Novi, MI 48377 248-489-2300	Myefski Architects	$5,719,212	Ann Arbor	69%	2020
Munson Medical Center CPD Expansion & Renovation - GC	Munson Medical Center	Jim Fegan 1105 Sixth St., Engineering Dept Traverse City, MI 49685 231-342-1876	Munson Engineering & Design	$3,001,164	Traverse City	16%	2020
Local 85 Building Renovation - GC	Local 85	Bob Anderson 5705 Weiss Street Saginaw, MI 48603 989-799-5261	William A. Kibbe & Associates, Inc.	$2,410,839	Saginaw	12%	2020
UM School of Dentistry Renovation & Additions - General Trades	University of Michigan	Todd Hargett Owner's Rep 6267 Aurelius Road Lansing, MI 48911 517-243-6891	Smith Group JJR	$2,369,456	Ann Arbor	53%	2020
Veterans Administration North Parking Structure - Concrete	Patriot Group Construction	Ryan Hauser Owner's Rep 1004 W. Hurd Road Monroe, MI 48162 734-344-7266	Bancroft Architects + Engineers	$1,694,166	Ann Arbor	93%	2020
Covenant HealthCare CDU (Clinical Decision Unit) Expansion - GC	Covenant HealthCare	Corey Fila 900 Cooper Avenue Saginaw, MI 48602 989-583-6464	SSOE, Inc.	$1,434,720	Saginaw	34%	2020

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Cadillac Area Public Schools Viking Learning Center - General Trades	Cadillac Area Public Schools	Jennifer Brown 1700 Chestnut Street Cadillac, MI 49601 231-846-5002	Tower Pinkster Architects Engineers	$893,000	Cadillac	31%	2020
HUB East Lansing - CM	Core Ann Arbor LLC	Eric Grimm 540 W. Madison Street Chicago, IL 60661 773-969-5744	Antunovich Associates	$60,233,528	Ann Arbor	18%	2019
Saganing Hotel & Casino Expasion - CM	Saginaw Chippewa Indian Tribe of Michigan	Steven Jablonksi 7070 East Broadway Mt. Pleasant, MI 48858 989-326-5578	JCJ Architecture	$47,501,609	Standish	3%	2019
McLaren Health Center West Branch Ambulatory Care Center - CM	Kramer Management Group, Inc.	Mike Morgan 1305 S. Washington Avenue, Suite 101 Lansing, MI 48911 517-999-9194	Hobbs & Black Associates, Inc.	$13,785,284	West Branch	10%	2019
Delta College Saginaw Center - CM	Delta College	Matthew Sullivan 1961 Delta Rd. University Center, MI 48710 989-686-9210	WTA Architects	$10,197,956	University Center	0%	2019
Kalkaska Memorial Health Center Medical Pavilion & Major Site Work - CM	Kalkaska Memorial Health Center	Kevin Rogols 419 S. Coral Street Kalkaska, MI 49646 231-258-7501	Architecture Technology, P.C.	$9,874,226	Kalkaska	15%	2019
Midland Medical Office Building (MOB) Core & Shell - CM	DLR Development	A.J. Gillette 7340 Midland Road Freeland, MI 48623 989-615-6482	Designhaus Architecture	$8,652,361	Midland	0%	2019
Hills & Dales General Hospital Expansion - CM	Northeast Tuscola Healthcare	Jean Anthony 4675 Hill Street Cass City, MI 48726 989-912-6328	Ghafari Associates, LLC	$7,980,306	Cass City	0%	2019

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Harbor Springs Public Schools 2018 Bond Project Improvements - GC	Harbor Springs Public Schools	Susan Jacobs 800 S. State Road Harbor Springs, MI 49740 231-526-4540	Buday & Kruzel Architects	$3,943,694	Harbor Springs	45%	2019
Ferris State University Katke Professional Golf Management Learning Center - CM	Ferris State University	Kara Pellerito 111 Knollview Drive Big Rapids, MI 49307 231-591-2920	Tower Pinkster Architects Engineers	$3,025,471	Big Rapids	0%	2019
Covenant HealthCare Mackinaw Linear Accelerator Addition - CM	Covenant HealthCare	Jeff Berger 700 Cooper Avenue Saginaw, MI 48602 989-583-6464	SSOE, Inc.	$2,812,599	Saginaw	29%	2019
DTE Traverse City Service Center Renovation - GC	DTE Energy	Carl Bean DTE Energy 1011 Hastings Street Traverse City, MI 49686 616-419-0460	Tetra Tech	$1,110,441	Traverse City	32%	2019
611 E. University Student High Rise – CM	CCSHP Ann Arbor, LLC	Thomas Bradley 4043 Walnut Street Philadelphia, PA 19104 215-243-7087	J. Bradley Moore & Associates	$40,219,917	Ann Arbor	0%	2018
The HUB Ann Arbor - CM	Core Ann Arbor LLC	Eric Grimm 540 W. Madison Street Chicago, IL 60661 773-969-5744	Myefski Architects	$34,211,429	Ann Arbor	21%	2018
The Legacy Building - CM	213 Development LLC	Jenifer Acosta 814 Adams Street, Suite 109 Bay City, MI 48708 305-505-8850	Quinn Evans Architects	$10,375,114	Bay City	1%	2018

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Bickford Senior Living Facility - CM	CarrBaierCrandall, LLC	Bill Crandall 4706 Broadway, Suite 240 Kansas City, MO 64112 816-285-9557	Kazmaier & Associates	$8,397,685	Shelby Township	11%	2018
Midland County Courthouse Entrance & Interior Remodel - CM	Midland County Board of Commissioners	Kevin Beeson 220 West Ellsworth Street Midland, MI 48640 989-832-6797	ArchiVerde Design LLC	$7,446,000	Midland	6%	2018
Hammond Bay Biological Station Replacement Laboratory - GC	Hammond Bay Biological Station	Mike Hansen 1118 Ray Road Millersberg, MI 49759 989-734-4768	CTA Architects Engineers	$6,735,442	Millersburg	15%	2018
Covenant HealthCare Hybrid OR Addition - CM	Covenant HealthCare	Jeff Berger 700 Cooper Avenue Saginaw, MI 48602 989-583-6464	SSOE, Inc.	$4,305,485	Saginaw	8%	2018
Northwestern Michigan College Dennos Museum Additions & Renovations - CM	Northwestern Michigan College	Vicki Cook 1701 East Front Street Traverse City, MI 49686 231-995-1144	Cornerstone Architects	$4,131,305	Traverse City	0%	2018
UM Athletics South Competition (General Trades)	University of Michigan	Mike Marenghi 326 E. Hoover Ave. Ann Arbor, MI 48109 734-777-2355	TMP Associates, Inc.	$2,568,122	Ann Arbor	77%	2018
Hickory Hills Recreation Area - CM	Board of Directors Preserve Hickory Hills	Maureen Madion 233 N. Madison Street Traverse City, MI 49684 231-645-0135	Cornerstone Architects	$2,054,045	Traverse City	28%	2018
Frankenmuth Credit Union Midland Branch Additions & Renovations - CM	Frankenmuth Credit Union	Scott Ireland 580 N. Main St PO Box 209 Frankenmuth, MI 48734 989-777-5378	TSSF Architects, Inc.	$1,869,870	Midland	0%	2018

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Northwest Michigan Health Services Clinic Renovation - CM	Northwest Michigan Health Services	Heidi Britton 10767 Eat Traverse Highway Traverse City, MI 49684 231-947-1112	Kendra C. Thompson Architects	$1,676,557	Traverse City	45%	2018
Munson Medical Center Cancer & Behavioral Health (General Trades) Traverse City, Michigan	Munson Medical Center	Jim Fegan 1105 Sixth St., Engineering Dept Traverse City, MI 49685 231-935-6727	N/A	$1,516,305	Traverse City	37%	2018
Frankenmuth Credit Union New Bay City Branch - CM	Frankenmuth Credit Union	Scott Ireland 580 N. Main St PO Box 209 Frankenmuth, MI 48734 989-777-5378	TSSF Architects, Inc.	$1,368,869	Bay City	0%	2018
Ann Arbor Pediatric Dentistry Fitout - CM Ann Arbor, Michigan	Chelsea Post Office, LLC	Aimee Picard, DDS 2074 South Main Ann Arbor, MI 48104 734-663-2490	HopkinsBurns Design Studio	$1,349,661	Ann Arbor	15%	2018
Munson Grayling Hospital Observation Unit - Phase I (General Trades)	Munson Grayling Hospital	Josh Bitson 1100 E. Michigan Avenue Grayling, MI 49738 989-348-0248	Architecture Technology, P.C.	$1,303,791	Traverse City	23%	2018
Central Michigan University Research Corporation - SVRC Marketplace Tenant Fitout - CM	Central Michigan University	Erin Strang 2625 Denison Drive Mt. Pleasant, MI 48858 989-774-2424	Neumann Smith Architecture	$1,093,996	Saginaw	13%	2018
SVRC Marketplace - Spence Brothers Fitout - CM	Spence Brothers	Brian Keeler 203 S. Washington Ave, Ste 360 Saginaw, MI 48607 989-233-9106	WTA Architects	$1,000,000	Saginaw	10%	2018
Genesee County WTP – GC Columbiaville, Michigan	Genesee County Drain Commission	Jeffrey Wright G-4610 Beecher Road Flint, MI 48532 810-732-7870	AECOM	$74,038,833	Columbiaville	13%	2017

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Bay Area Water Treatment Plant - GC	Bay County Department of Water & Sewer	Tom Paige 3933 Patterson Rd Bay City, MI 48706-1993 989-684-3883	CDM Smith	$43,867,965	Bay City	8%	2017
Shiawassee County Medical Care New Pleasant View Facility - CM	Shiawassee County Medical Care	Shana Espinoza 729 South Norton Corunna, MI 48817 989-743-3491	Edmund London & Associates, Inc.	$22,613,206	Corunna	12%	2017
UM School of Music Addition & Renovation - GC	University of Michigan	Mary-Alice Willand 326 E. Hoover Ave. Ann Arbor, MI 48109 734-764-6524	Integrated Design Solutions, LLC	$21,304,263	Ann Arbor	12%	2017
UM Varsity Drive Building Dry Collection Relocation - GC	University of Michigan	Jan Sawyer 326 E. Hoover Ave. Ann Arbor, MI 48109 734-647-1307	Smith Group JJR	$15,737,749	Ann Arbor	8%	2017
NSF International Laboratory Fitout - CM	NSF International	Jeff Scheel 789 N. Dixboro Road Ann Arbor, MI 48105 734-769-8010	Cornerstone Design	$11,108,514	Ann Arbor	6%	2017
UM Nuclear Engineering Laboratory Renovation - GC	University of Michigan	Eric Smith University of Michigan 326 E. Hoover Ave. Ann Arbor, MI 48109 734-972-9437	Smith Group JJR	$9,224,214	Ann Arbor	14%	2017
ProMedica Parking Deck (Concrete)	ProMedica Toledo Hospital	Dylan Orwig Owner's Rep 28 N. St. Clair Street, Suite 200 Toledo, OH 43604 614-359-0197	HKS Architects, Inc.	$8,197,370	Toledo, OH	50%	2017
Headlands Observatory - CM	Emmet County	Jim Tamlyn 231-622-2433	AECOM	$7,663,226	Mackinaw City	7%	2017

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Northwestern Michigan College Student Housing & Fitness Wellness - CM	Northwestern Michigan College	Vicki Cook 1701 East Front Street Traverse City, MI 49686 231-995-1144	Cornerstone Architects	$7,123,191	Traverse City	0%	2017
Wellspring Addition & Renovations - CM	Wellspring Lutheran Services	Mike Logan 4100 Pier North Blvd., Suite A Flint, MI 48504 989-262-7469	TSSF Architects, Inc.	$6,726,802	Saginaw	21%	2017
Hemmeter Building Interior & Exterior Renovations - CM	Lear Corporation	Dave Mott 21557 Telegraph Road Southfield, MI 48033 248-447-5596	Lindhout Associates architects ala pc	$5,599,167	Detroit	0%	2017
UM Stephen M. Ross School of Business (Concrete)	University of Michigan	Tom Cuciz Owner's Rep 777 Woodward Avenue, Ste 300 Detroit, MI 48226 313-963-8000	Kohn Pedersen Fox Associates	$5,323,023	Ann Arbor	77%	2017
Dennison Recreation Center – CM	Interlochen Center for the Arts	Eric Gray, PE 4000 South Highway M-137 Highway Interlochen, MI 49643 231-276-7356	Cornerstone Architects	$4,783,264	Interlochen	17%	2017
UM Athletics South Competition (Concrete)	University of Michigan	Mike Marenghi 326 E. Hoover Ave. Ann Arbor, MI 48109 734-777-2355	TMP Associates, Inc.	$4,451,302	Ann Arbor	59%	2017
USA Hockey Foundation Compuware Arena Additions & Renovations - CM	USA Hockey Foundation	Scott Monohgan 2121 Oak Valley Drive Ann Arbor, MI 48103 734-327-0191	Andrus Architecture	$4,059,050	Plymouth	20%	2017
Central Michigan University Biosciences (General Trades)	Central Michigan University	Colin Martin Owners Rep 3535 Moores River Drive Lansing, MI 48911 517-372-0940	SHW Group	$4,049,496	Mt. Pleasant	67%	2017

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
4th & Williams Parking Structure Stair & Elevator Replacement - GC	Downtown Development Authority	Susan Pollay 150 South Fifth Avenue, Ste 301 Ann Arbor, MI 48104 734-994-6697	Carl Walker, Inc.	$3,945,948	Ann Arbor	21%	2017
St. Clair County Community College Athletic Fieldhouse Renovation - CM	St. Clair Community College	Pete Lacey 323 Erie Street, P.O. Box 5015 Port Huron, MI 48061 810-989-5561	TMP Associates	$3,080,808	Port Huron	0%	2017
First Community Bank Building Professional Center & Condominium Association Renovation – GC	Bank Building Professional Center Condominium Association Corp	Matthew Clarke 200 E. Main Street Harbor Springs, MI 49740 231-526-2114	Buday & Kruzel Architects	$1,856,946	Harbor Springs	50%	2017
Interlochen Center for the Arts Lifeguard Building Renovation & Barrier Free Access - CM	Interlochen Center for the Arts	Eric Gray, PE 4000 South Highway M-137 Highway Interlochen, MI 49643 231-276-7356	Cornerstone Architects	$1,333,496	Interlochen	14%	2017
Flint Capitol Theater Building Rehabilitation (General Trades)	Friends of the Capitol Theater LLC	Joseph Martin 503 South Saginaw Street, Suite 1200 Flint, MI 48502 810-766-1710	Westlake Reed Leskosky	$1,277,844	Flint	89%	2017
Covenant HealthCare Cooper 5th Floor Renovation - CM	Covenant HealthCare	Jeff Berger 700 Cooper Avenue Saginaw, MI 48602 989-583-6464	N/A	$1,197,572	Saginaw	26%	2017
South Lyon Pearson Elementary (General Trades)	South Lyon Community Schools	Chris Bullinger 22727 Griswold Road South Lyon, MI 48178 248-573-8922	Integrated Design Solutions	$1,150,411	South Lyon	63%	2017
United Financial Credit Union New Chesaning Branch - CM	United Financial Credit Union	David Cibulka 4685 State Street Saginaw, MI 48603 989-399-8612	TSSF Architects, Inc.	$1,123,295	Chesaning	9%	2017

ATTACHMENT J: MAJOR WORK COMPLETED (5 YEARS)

PROJECT	OWNER	OWNER CONTACT	ARCHITECT/ENGINEER	CONTRACT AMOUNT	LOCATION	SELF-PERFORMED	YEAR
Kalkaska Memorial Health Center Utility Relocation – CM Kalkaska, Michigan	Kalkaska Memorial Health Center	Kevin Rogols 419 S. Coral Street Kalkaska, MI 49646 231-258-7501	Machin Engineering, Inc.	$787,520	Kalkaska	24%	2017
Sparrow Clinton Hospital Infusion Suite & CT Room Renovations - CM	Edward W. Sparrow Hospital Assoc	Ryan Odell 1322 E. Michigan Avenue, Suite 300 Lansing, MI 48909 517-364-2649	Progressive AE	$670,544	St. Johns	14%	2017
Michigan State University STEM Learning Center Additions & Renovations - CM	Michigan State University	Tony Rhodes 1147 Chestnut Road, Room 101 East Lansing, MI 48824 517-432-7104	WTA Architects	$573,939	Midland	42%	2017

ATTACHMENT K

EMR LETTER

SBU
SAGINAW BAY UNDERWRITERS

1258 S. Washington Ave.
P.O. Box 1928
Saginaw, MI 48605-1928

T (989) 752-8600
F (989) 752-7754

September 2, 2021

Spence Brothers
203 S Washington STE 360
Saginaw, MI 48607

RE: Workers Compensation Experience Modification Rate

To Whom It May Concern:

The Experience Modification Rates (EMR) for the policy years requested are as follows:

September 1, 2021 – September 1, 2022	.77
September 1, 2020 – September 1, 2021	.78
September 1, 2019 – September 1, 2020	.74

If you need any additional information, please let me know.

Sincerely,

Julie Decker

Julie Decker, CIC
Account Executive
jdecker@sbuins.com

EEO EMPLOYER

SPENCE BROTHERS
Company Objectives
Equal Employment Opportunity

Affirmative Action Plan

The employment policies and practices of Spence Brothers are to recruit and to hire employees without discrimination based on religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Company submits this plan to assure compliance with Executive Order 11246 and to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability.

This Company further recognizes that the effective application of a policy of merit employment involved more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons to seek employment with the Company and to strive for advancement of this basis.

Dissemination Policy

The Company will take appropriate steps to insure that all employees are advised of this policy of nondiscrimination and of its interest in actively and affirmatively providing equal employment opportunity such as:

1. Communication media, including bulletin boards, employment handbooks, discussion or films to orient new employees, and in-house publications will emphasize this subject.
2. All management and any others in a position to implement this policy, including those engaged in recruiting, training and other personnel activities, will be fully advised of the policy and of their responsibilities with respect to it.
3. The Company will establish a system of communication and feedback controls within all management and department levels to assure application of the policy throughout the entire Company.

Assignment of Responsibilities

There will be appointed within the Company an equal employment policy officer with responsibility to implement the program. This official will coordinate the efforts of department heads and advise and assist top management. He shall regularly report to the President of the Company concerning the state of progress, with recommendations where appropriate.

Recruitment

The Company will seek qualified minority group applicants for all job categories and will make particular efforts to increase minority group representation in occupation at the higher levels of skill and responsibility.

1. All schools, colleges, employment offices and other recruiting sources used by the Company will be advised in writing of this policy, and will be urged to refer qualified minority group applicants.
2. Recruiting programs at schools and colleges will include those attended by substantial numbers of minority group applicants.
3. Where appropriate, employment advertisements will be placed in newspapers which are widely read by, and devoted to the interests of, minority groups. In addition, the Company will request appropriate minority group agencies to assist in making known the Company's policy and will advise such groups of available employment opportunities. It will also encourage similar employment referrals from present employees.

Placement and Promotion

1. The Company will review job categories where few minority group persons are presently employed, and seek to determine the cause for such situations. When necessary, remedial efforts may include such actions as the following:

   a. More vigorous recruitment of qualified minority group candidates.

   b. Special discussions with appropriate management, supervisory or other personnel, regarding the Company's policy and its desire to insure the utilization of qualified minority group personnel at all job levels.

   c. Re-evaluate qualifications of the lower echelon of minority group employees to determine whether their skills and capabilities may be more fully utilized at higher job levels or would warrant their transfer to other types of jobs more readily leading to advancement.

2. Placement, promotion and transfer activities at all levels will be monitored to insure that full consideration, as required by the Company policy, has been given to qualified minority group employees.

Training

1. In-plant and on-the-job training programs, as well as all other training and educational programs to which the Company gives support or sponsorship, will be regularly reviewed to insure that minority group candidates, as well as all other employees, are given equal opportunity to participate.

2. Appropriate steps will be taken to give active encouragement to minority group employees to increase their skills and job potential through participation in available training and educational programs.

3. The Company will insure that qualified minority group employees are included in supervisory training classes.

4. The Company will seek the inclusion of qualified minority group members in any apprenticeship program in which the Company participates.

Layoffs, Terminations and Downgrading

The Company will insure that layoffs, terminations, downgrading and recalls from layoffs are made without regard to religion, race, color, national origin, age, sex, height, weight, marital status, arrest record or disability.

Union Support

In carrying out its affirmative policy of providing equal employment opportunity, the Company will actively seek the support of all unions representing its employees.

Other Matters Affecting Employee Benefits and Status

The Company will insure that there is no disparity in the compensation received by minority group employees and other employees performing equivalent duties, and that opportunities for performing overtime work or otherwise earning increased compensation are afforded without discrimination to all employees.

1. It is the Company's policy that none of its facilities will be segregated, and the same policy will be observed with respect to any employee programs or activities which are sponsored or supported by the Company.

Reporting

The Company will periodically furnish statistical data and other information reflecting its progress under this Plan.

President & CEO

4/9/08

Building Trust Since 1893

SPENCE BROTHERS

ANN ARBOR

2929 Plymouth Road, Suite 275
Ann Arbor, MI 48105

O 734.213.6033
F 734.213.6023

SAGINAW

203 S Washington Ave, Suite 360
Saginaw, MI 48607

O 989.752.0400
F 989.752.8769

TRAVERSE CITY

800 Hastings Street, Suite A
Traverse City, MI 49686

O 231.947.7824
F 231.995.0114



www.SpenceBrothers.com

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 7/19/2022

In compliance with your invitation for bids dated **June 9, 2022** to perform **JACKSON WWTP CWSRF 2022 IMPROVEMENTS**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Allied Mechanical Services, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 3860 Roger B. Chaffee Memorial Blvd SE, Grand Rapids MI 49548
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2606103

(Corporate Seal, if applicable)

Name of Bidder: Allied Mechanical Services, Inc.

Signed By: _____

Its: President

BID SHEET

DATE:

PROPOSAL FOR: JACKSON WWTP CWSRF 2022 IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	6/30/2022
2	7/11/2022
3	7/15/2022

SCHEDULE OF BID PRICES

DESCRIPTION	LUMP SUM BID
Base bid for the Jackson WWTP CWSRF 2022 Improvements as specified	$ 10,347,000
BASE BID WRITTEN OUT: ten million three hundred forty Seven thousand	

ALTERNATES		
ALTERNATE 1 for Power House Level Sensors as specified	$ 38,000	ADD
ALTERNATE 2 for Unit Substation 4 Conductors as specified	$ 114,000	ADD
ALTERNATE 3 for Sulzer Blower System as specified	$ 130,000	DEDUCT
ALTERNATE 4 for Kaeser Blower System as specified	$ [redacted] NO BID	DEDUCT
ALTERNATE 5 for Primary Clarifier 13 as specified	$ 661,000	ADD

Bidder's Name:	Allied Mechanical Services, Inc.
Address:	3860 Roger B. Chaffee Memorial Blvd
City, State, Zip:	Grand Rapids MI 49534
Telephone:	616-669-4800
Fax:	
Email Address:	joudbier@alliedmechanical.com
Federal ID Number:	38-2606103
Bid Signed By:	Steve Huizinga Print or Type
Title:	President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Steve Huizinga Its President

CONTRACT COMPLIANCE

DATE: June 9, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

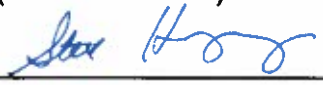
Allied Mechanical Services, Inc. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Allied Mechanical Services, Inc. understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 7/19/2022

By: Allied Mechanical Services, Inc.
(Bidder's Name)

By: 
(Signature)

By: President
(Title)

3860 Roger B. Chaffee Memorial Blvd SE
Address

Grand Rapids
City

MI 49548
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Allied Mechanical Services, Inc.

ADDRESS: 3860 Roger B Chaffee Memorial Blvd. SE

Grand Rapids, MI 49548

SIGNED BY:

TITLE: President

DATE: 7/19/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 7/19/2022

By: Allied Mechanical Services, Inc.
(Bidder's Name)

By: 
(Signature)

By: President
(Title)

3860 Roger B. Chaffee Memorial Blvd. SE
Address

Grand Rapids
City

Michigan 49548
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Kent)

Steve Huizinga, being first duly sworn, deposed and says that:

1. He is President of, Allied Mechanical Services, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 7/19/2022

By: Allied Mechanical Services, Inc.
(Company)

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 19th day of July, 2022.

Kaitlyn E Nowlen
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires July 19, 2028
Acting in the County of Kent

Notary Public, Kent County,

My commission expires: July 19, 2028

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Grand River Construction- Concrete 5025 40th Ave. Hudsonville, MI 46426

Murray Painting Company- Painting 6078 Hackett Road Freeland, MI 48623

Centennial Electric PO BOX 490 Potterville, MI 48876

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Steve Huizinga an authorized representative of Allied Mechanical Services, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 7/19/2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Steve Huizinga	Allied Mechanical Services, Inc.
Telephone 616-299-8809	Email Address shuizinga@alliedmechanical.com

Contract or matter pending with the City:

WWTP CWSRF 2022 IMPROVEMENTS

I, Steve Huizinga, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
By _____.

_____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Steve Huizinga, President

Name and Title of Authorized Representative

Allied Mechanical Services, Inc.

Name of Participant Agency or Firm



7/19/2022

Signature of Authorized Representative — Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Allied Mechanical Services, Inc.
ADDRESS:	3860 Roger B. Chaffee Memorial Blvd SE
CITY, STATE, ZIP:	Grand Rapids, MI 49548
TELEPHONE:	616-669-4800
OFFICERS:	
President: Steve Huizinga	Email Address: shuizinga@alliedmechanical.com
Vice President: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Secretary: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Treasurer: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:
Allied Mechanical holds the following licenses:
Mechanical State Contractor: Steve Huizinga, 7117223 Exp. Date: 8/31/22
Plumbing State Contractor: Mark Huizinga, 88004708
Michigan Master Plumber: Mark Huizinga, 8112605

See attached

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?
Allied Mechanical Services offers a US Dept. of Labor approved apprenticeship program for pipefitters. See attached.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.
Allied Mechanical Services, Inc. has not had a lapse in licensing, and does not forsee a lapse for the duration of this project. AMS guarantees that any subcontractors, employees and individuals are held to the same standard.

CRITERIA 5:

Verification that the bidder is in compliance 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.
Allied Mechanical Services Inc., verifies compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens. AMS will disclose any work visas sought or obtained on our behalf, for subcontractors or any employees and independent contractors performing any portion of the project.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of 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.

☐ NONE

In the past five years, Allied Mechanical Services had two MIOSHA citations. See Attached.

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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.

Name:	HNI Risk Services of MI/Old Republic, The Continental Ins. Co, Greenwich Insurance Company
Type of Coverage:	Commercial General Liability, Automobile, Workers Compensation, Professional Liability and Pollution Liability
Telephone:	616-264-3002

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:
See attached Fitness for Duty Program

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See Attached

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
Allied Mechanical Services affirms that all craft employees on this project will be paid current wage rates and fringe benefits required under all federal, state and local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.
Allied Mechanical Services acknowledge the obligation of ordinance compliance in each contract and subcontract on this project.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.
At the time of bidding, Allied Mechanical Services does not foresee any change orders to complete the project.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.
Allied Mechanical Services, Inc. has a history of excellence and talent in all roles. The following attachments indicate the experience for each team member.
Harold Immekus- Project Manager
Dave Stuart- Site Foreman
Steve Huizinga- President
James Oudbier- Estimator
Please see attached resumes and licenses to verify qualifications.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Allied Mechanical has systems for QA/QC that result in projects completing on time and on budget. Attached is a sample log.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Allied Mechanical Services has a long history of completing projects economically, efficiently and continuously without interruption. AMS excels at meeting project timelines within budget, this project will be no different.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Allied Mechanical intends to use both journeypeople and apprentices at a ratio of 1:2

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

See Attached

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
Allied Mechanical Services Inc., is an established mechanical contractor that strives to hire from the communities it serves.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Allied Mechanical makes every effort to provide Equal Employment Opportunities beyond Federal, State or Local laws. AMS does not discriminate against employees or applicants with regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Allied Mechanical Services, Inc.

Print Firm Name/Principal

President

Signature/Principal

07/19/2021

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically,

efficiently, continuously and without interruption.

5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Criteria 3

July 14, 2021

To whom it may concern:

Allied Mechanical Services does not assign any tradespeople to jobsites that are not currently in a registered apprenticeship program or a certified journeyman. Each employee's growth in their profession is of high importance to AMS, and that is shown with onsite mentorship, continued training, and an annual review to discuss strengths and areas to improve reported by site foreman and project managers. Accompanying this letter is validation of our DOL registered apprenticeship program. All Sheet Metal tradespeople are members of the sheet metal workers local 7 which has their own accredited apprenticeship program.

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

Allied Mechanical Services
5688 E. ML Ave
Kalamazoo, MI 49048

FOR THE OCCUPATION OF

Occupation	RAPIDS Code	O*NET/SOC Code
Pipefitter	**0414**	**47-2152.01**

Approved by the

United States Department of Labor
Office of Apprenticeship

74 N. Washington – Room 2-1-56
Battle Creek, MI 49037

Registration Date: June 30, 2004

RAPIDS Program Number: MI010040044

Revision Date:

INTERNATIONAL ASSOCIATION
OF
SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

4931 CONTEC DRIVE
LANSING, MI 48910

SHEET METAL | AIR | RAIL | TRANSPORTATION
SMART

PHONE: (517) 882-4064
FAX: (517) 882-4510

LOCAL UNION No. 7

Business Manager/Financial Secretary-Treasurer
Samual J. Fuller
Ph: 517/882-4064
Fax: 517/882-4510

Zone 1-Lansing
Eric Farrington-Bus. Agent
4931 Contec Drive
Lansing, MI 48910
Ph: 517/887-9178
Fax: 517/887-9186

Zone 1-Kalamazoo
James Callahan-Bus. Agent
1473 N. 30th St.
Galesburg, MI 49053
Ph: 269/342-8842
Fax: 269/342-1923

Zone 2-Grand Rapids
Mike Adams-Bus. Agent
800 Ellis, Suites 165
Norton Shores, MI 49441
Ph: 616/299-3752

Zone 3- Traverse City
John Amalfitano- Bus. Agent
Po Box 1017
Cadillac, MI 49601
Ph: 231/590-1112

Zone 3- Saginaw
Joe Dotson-Bus. Agent
P.O. Box 632
Freeland, MI 48623
Ph: 989/225-0095

Zone 4-Flint
Larry Kinzie-Bus. Agent
G-4070 Dolan Drive
Flint, MI 48504
Ph: 810/785-6831
Fax: 810/785-6867

Zone 5-Upper Peninsula
Gregory Faust- Bus. Agent
304 Ave A
Gwinn, MI 49855
Ph: 906/372-9288
Fax: 906/372-9058

July 14, 2022

To Whom It May Concern:

As of May 31, 2022, Allied Mechanical has fulfilled all obligations of payment to all fringe benefit funds and is currently in good standings. Allied Mechanical, Zone 1, has always paid fringes on time as far back as our records indicate.

As a signatory employer, Allied Mechanical draws their Sheet Metal Workers from a local workforce that has been trained through a Dept. of Labor approved apprenticeship program. This ensures that the job is done to the highest standards.

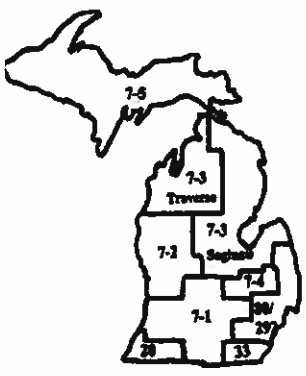
If you have any questions please contact James Callahan at 269-342-8842.

Sincerely,

James Callahan
Business Representative, Zone 1
SMART Local Union No. 7-SM

Cc: Allied Mechanical
Samual J. Fuller, Business Manager/FST

JC: /mhsmartlu7-sm



Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

AMS - Kzoo

JUL 12 2019

Received

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

Classifications: 1 , 2

License No:
7117223

Expiration Date:
08/31/2022

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

GRETCHEN WHITMER

L324774

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Mechanical Contractor License

Classifications:

1 - Hydronic & Cooling and Process Piping

2 - HVAC Equipment

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

License No.
7117223

Expiration Date:
08/31/2022

This document is duly issued under the laws of the State of Michigan

P944657

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Master Plumber License

HAROLD E IMMEKUS III
223 13TH ST
PLAINWELL, MI 49080

License No.
8111010

Expiration Date:
04/30/2025

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q160333

Boiler Installer License

JAMES R OUDBIER
3860 ROGER B CHAFFEE MEMORIAL DR SE
GRAND RAPIDS, MI 49548

License No.
316115 5B

Expiration Date:
12/31/2022

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Mechanical Contractor License

L333742

JAMES R OUDBIER
2120 CRYSTAL STONE CT
CALEDONIA, MI 49316

Classifications:

1 - Hydronic & Cooling and Process Piping
2 - HVAC Equipment
4 - Refrigeration
5 - Limited Heating Service
6 - Unlimited Heating Service
7 - Limited Refrigeration and Air Conditioning Service
8 - Unlimited Refrigeration and Air Conditioning Service

License No.
7117225

Expiration Date:
08/31/2025

This document is duly issued under the laws of the State of Michigan

ALLIED MECHANICAL SERVICES

Representative WWTP & WTP Projects

Project	Engineer	Owner	Contract $	Year of Completion
Ada Lift Station Valve Replacement & Vent Replacement	AMS	Ada TWP	$ 46,000	In Progess
GR WRRF FEW Improvements	Tetra Tech	City of Grand Rapids	$ 1,303,000	In Progess
Ott Story Ground Water Treatment Facility NPW Improv.	Fishbeck	State of Michigan	$ 88,900	In Progess
Holland WRF Clarifiers 3&4	Tetra Tech	Holland BPW	$ 1,524,000	In Progess
Big Rapids WWTP NPW Improvements	Fleis & Vandenbrink	City of Big Rapids	$ 55,500	In Progess
Delta TWP WWTP	Tetra Tech	Delta TWP	$ 20,000,525	In Progess
Delhi WWTP Instruments	HRC	City of Delhi	$ 21,500	In Progess
City of Kalamazoo Well Station 11 Filter Improvements	Fishbeck	City of Kalamazoo	$ 627,400	In Progess
Benton Harbor-St. Joe WWTP Thickened Sludge Pump	AECOM	Benton Harbor-St. Joe	$ 136,000	In Progess
GR East Paris Pump Station Valve Replacement	Fishbeck	City of Grand Rapids	$ 533,000	In Progess
Zeeland CWP Primary Clarifier Replacement	Moore & Bruggink	City of Zeeland	$ 285,211	In Progess
South Haven Blueberry Tank Valve	Fishbeck	City of South Haven	$ 151,132	In Progess
East Lansing WRRF Clarification & Aeration	Tetra Tech	City of East Lansing	$ 13,510,000	In Progess
Wyoming Donald K Shine WTP Dehumidification	Donohue & Associates	City of Wyoming	$ 1,708,000	In Progess
Ottawa County Meter Stations	Prein & Newhof	Ottawa County Road Comission	$ 68,200	In Progess
Battle Creek WWTP Headworks HVAC & Misc Improve	Jones & Henry	City of Battle Creek	$ 1,894,500	In Progess
Caledonia WWTP	FTC&H	Caledonia TWP	$ 2,748,000	In Progess
Kalamazoo Stadium Drive Valve Replacement	City of Kalamazoo	City of Kalamazoo	$ 65,402	2022
Big Rapids WWTP Screw Pump	Fleis & Vandenbrink	City of Big Rapids	$ 289,900	2022
Delhi WWTP RAS Screw Pump Bearing Replacement	AMS	City of Delhi	$ 19,758	2022
Delhi WWTP Tapping Saddles, Flow meter, & actuators	AMS	City of Delhi	$ 18,866	2022
Zeeland Clean Water Plant Solids Handling	Moore & Bruggink	City of Zeeland	$ 583,500	2022
Hastings WWTP	HRC	City of Hastings	$ 2,668,000	2021
Grand Rapids WRRF Phosphorus Recovery	Tetra Tech	City of Grand Rapids	$ 1,238,000	2021
Grand Rapids WRRF RNG	Tetra Tech	City of Grand Rapids	$ 1,205,000	2021
Grand Rapids Biodigester	Tetra Tech	City of Grand Rapids	$ 17,801,795	2021
Grand Rapids Biodigester Mixing System	Tetra Tech	City of Grand Rapids	$ 1,598,000	2021
Jackson WWTP Clarifier Launder Covers	Fishbeck	City of Jackson	$ 344,400	2022
Holland WRF Washer Compactor	AMS	Holland BPW	$ 35,452	2021
Jackson WTP Filter Pipe Gallery Improvements	Tetra Tech	City of Jackson	$ 1,165,000	2021
Delhi WWTP Valve Replacements	AMS	City of Delhi	$ 17,565	2021
Graphics Packaging Clarifier	Graphics Packaging	Graphics Packaging	$ 168,400	2021
Sun Chemical Clarifier	AMS	Sun Chemical	$ 133,520	2021
Ott Story Ground Water Treatment Facility	FTC&H	State of Michigan	$ 249,800	2021
East Lansing WRRF Solids Handling with Digestion	Tetra Tech	City of East Lansing	$ 11,320,000	2021
North Kent Sewer Authority Flow Meter Replacement	AMS	North Kent Sewer Authority	$ 5,900	2021
Ada Booster Station	Moore & Bruggink	Ada TWP	$ 234,200	2021
South Haven WWTP Clarifier Drive Replacement	AMS	City of South Haven	$ 82,000	2021
Grand Haven WWTP Blower Replacement	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 373,400	2021
East Lansing CSO RTB	HRC	City of East Lansing	$ 674,000	2021
Allendale Booster Station Improvements	Fleis & Vandenbrink	Allendale Charter TWP	$ 220,800	2021
MMPA WWTP Influent EQ Tank Ovid, MI	FTC&H	Michigan Milk Producers Association	$ 373,300	2021
Wyoming WTP FRP Tanks	City of Wyoming	City of Wyoming	$ 175,900	2021
Coopersville 60th Ave Booster	Prein & Newhof	City of Coopersville	$ 475,500	2021
South Haven WWTP Air pipe replacement	AMS	City of South Haven	$ 9,941	2020
Homer WWTP Lagoon	Civica / Moore & Bruggink	Village of Homer	$ 135,000	2020
GR LMFP Filter 1	FTC&H	City of Grand Rapids	$ 89,800	2020
Jonesville WTP	Fleis & Vandenbrink	Jonesville	$ 909,608	2020
Grand Haven WWTP Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,667,000	2020
Michigan State University WTP	FTC&H	MSU	$ 3,890,000	2020
Grand Haven WWTP Pump Station Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,216,000	2020
Wyoming Clean Water Plant Odor Control	FTC&H	City of Wyoming	$ 363,900	2019
City of Niles Primary Clarifier Replacement	AMS	City of Niles	$ 170,000	2018
Coldwater WWTP Plant Improvements	FTC&H	City of Coldwater	$ 2,390,000	2018
City of Holland WTP	No Engineer- Worked Directly with City	City of Holland	$ 135,000	2018
Jamestown Hudsonville Booster Station	Vriesman & Korhorn	City of Jamestown	$ 425,000	2018
City of Niles Secondary Clarifier Replacemant	AMS	City of Niles	$ 154,000	2017
City of Ionia WWTP Secondary Clarifier Replacement	FTC&H	City of Ionia	$ 436,980	2017
City of Holland Waverly Booster Station	FTC&H	City of Holland	$ 326,000	2016
City of Grand Rapids Coldbrook Pump Station	FTC&H	City of Grand Rapids	$ 346,000	2013
Allendale WWTP	Fleis & Vandenbrink	City of Allendale	$ 1,094,000	2013
Grandville Clean Water Plant Renovations	Moore & Bruggink	City of Grandville	$ 8,000,000	2013

Mancelona WWTP Plant Upgrades	Gourdie Frashier	Mancelona Area Water & Sewer Authority	$ 307,000	2012
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 140,000	2012
South Haven Water Treatment	FTC&H	City of South Haven	$ 3,100,000	2011
St. Joseph Shorewell	FTC&H	City of St. Joseph	$ 1,009,220	2011
St Joseph Filtration Plant	FTC&H	City of St. Joseph	$ 225,000	2011
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 197,000	2010
City of Kalamazoo Aeration	Jones & Henry	City of Kalamazoo	$ 7,314,000	2010
D.K. Shine Water Treatment Plant	Black &Veatch	City of Wyoming	$ 24,000,000	2010
City of Grand Rapids WWTP	Tetra Tech	City of Grand Rapids	$ 165,000	2010
Zeeland Clean Water Plant	Moore & Bruggink	City of Zeeland	$ 633,000	2010
City of Kentwood Actuator Replacement	Prein & Newhoff	City of Kentwood	$ 42,000	2010
Muskegon County WW Management	Prein & Newhoff	Muskegon County	$ 540,000	2010
Niles WWTP	FTC&H	City of Niles	$ 3,080,000	2010
Grand Haven Biological Phosphorus Treatment	FTC&H	City of Grand Haven	$ 208,000	2008
Rockhill Pump Station	Prein & Newhof	Plainfield Township	$ 156,000	2008
Market Street Storm Water Pump Station	FTC&H	City of Grand Rapids	$ 403,000	2008
City Wyoming Clean Water Plant	Black &Veatch	City of Wyoming	$ 8,812,000	2007
Kalamzoo WWTP Fine Screens	Jones & Henry	City of Kalamzoo	$ 1,104,000	2006
Remembrance Road Lift Station	Moore & Bruggink	City of Grand Rapids	$ 169,000	2006
Andrews University WWTP	Engineer W&W Engineering	Andrews University	$ 775,000	2005
City of Battle Creek WWTP - New Headworks	Jones & Henry	City of Battle Creek	$ 4,160,000	2005
City of Battle Creek WWTP Chlorination Project	Jones & Henry	City of Battle Creek	$ 450,000	2004
Plainwell WWTP Digester Upgrades	Fleis & Vandenbrink CM	City of Plainwell	$ 382,000	2004
City of Battle Creek WWTP Sludge Conveyance Project	Jones & Henry	City of Battle Creek	$ 515,000	2003
Northwest Ottawa Lift Station	Prein & Newhof	Ottawa County Road Comission	$ 690,000	2001

July 14, 2021

Re: Allied Mechanical project documentation of extra costs, timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and contract defaults.

Allied Mechanical Services has an extensive history of completing projects on time and within budget without sacrificing quality. Our approach to all projects starts with an attitude of communication, efficiency, and cost effectiveness, which stems from our range of experience meeting various project requirements in our many years of service.

CHRISTMAN
SINCE 1894

January 1, 2018

Mr. John Huizinga
Allied Mechanical Services, Inc.
5688 East ML Avenue
Kalamazoo, MI 49048

RE: Letter of Recommendation

Dear John:

It has been my pleasure to work together with Allied Mechanical throughout the last 15 years. Allied has proven to be an outstanding partner from maintenance items to complete mechanical on our larger and more complex projects where your expertise and talents can reach their largest return. I wanted to take the time to thank you and your team for helping to enhance and ensure success on our projects and with our clients.

The expertise your team brings to the table from both the office and field sets you apart from your competition. Projects like the Western Michigan University College of Engineering and Applied Sciences ($70 million), the Spectrum Health Blodgett Campus Hospital Bed Tower and Surgery Addition ($50 million) and various projects at Michigan Street Development ($250 million) have allowed our teams to work together with great success. Each of these projects was large and complex, with tight schedules and included complex renovations-all of which required strong site leadership.

We have been able to take advantage of your problem solving and engineering ingenuity for our clients and on some of our development to maximize our value. We have had many successful projects working in collaboration through Building Information Modeling (BIM) to improve our schedule and reduce the overall costs of our projects. Your companies experience with controls and design that you can handle in house has helped train and educate all of your staff to be problem solvers and work as a team.

Each of the individuals that I have gotten to know over the years has made a lasting impression. The culture at Allied Mechanical puts the team's success first and allows a collaborative and positive experience. The site team from the foreman to each individual on site is extremely cooperative with our staff and other subcontractors that set our projects up for success. When we all work together, it is easy for us both to be successful.

We look forward to a long lasting relationship and many more successes.

Thank you,

The Christman Company

Brian C. Crissman, LEED AP, AVS
Project Executive

DAVID CHAPMAN AGENCY

Making Insurance and Bonds Easy

April 4, 2022

Allied Mechanical Services, Inc
PO Box 2587
Kalamazoo, MI 49003

RE: Bond Reference

To Whom It May Concern:

It has been the privilege of the David Chapman Agency, Inc and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Allied Mechanical Services, Inc. for many years. During that time we have had excellent experience. All projects have been completed, and all obligations have been met. In our opinion Allied Mechanical Services, Inc remains properly financed, well equipped, and capably managed.

We evaluate every project based upon its own merits, and the opinion of Allied Mechanical Services, Inc. However, at the present time, we have a Fifty Million single project and One Hundred Million aggregate surety program for this customer. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability to you or affiliates if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A++ (XV) by A.M. Best's Company.

Sincerely,

Cloyd W Barnes
Attorney-in-Fact

5700 W. Mount Hope Hwy. Lansing, MI 48917
517.321.4600
www.DavidChapmanAgency.com

ALLIED MECHANICAL SERVICES, INC.

2018 Citation

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical submitted an appeal for MIOSHA to reduce or drop the citation. Allied Mechanical felt that the violation was incorrectly categorized as a "Serious" violation as it did not fit the definition of a "Serious" violation. MIOSHA agreed to settlement of the contested citation and the citation was reduced from "Serious" to "Other than Serious."

Sincerely,

Dan Nielsen
Safety Director

ALLIED MECHANICAL SERVICES, INC.

2018 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. A company wide toolbox talk was administered on proper mobile equipment operation while on the jobsite. This included safe transportation of employees and material across the jobsite using correct mobile equipment. It was expressed to employees that riding on loads, fenders, running boards, sideboards, tailgates, or equipment will not be tolerated and is a direct violation of Allied Mechanical Services Safety and Health Policy.

Sincerely,

Dan Nielsen
Safety Director

ALLIED MECHANICAL SERVICES, INC.

2019 Citation

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result, two violations were cited as "Serious", Citation #1, Item #1a and Citation #1, Item #1b. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical filed a petition for modification and/or dismissal of the citations issued. MIOSHA agreed to settlement and Citation #1, Item #1b was vacated. Citation #1, Item #1a petition was denied and the proposed penalty was reaffirmed. As a result, a fine of $2,940 was paid to MIOSHA.

Sincerely,

Dan Nielsen
Safety Director

ALLIED MECHANICAL SERVICES, INC.

2019 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. From this point forward, a revised approach to ladder safety was implemented for all new hires as well as refresher training for all existing employees on correct ladder usage. Training included proper ladder selection, inspection, set up, securement, 3 points of contact, etc.

Sincerely,

Dan Nielsen
Safety Director

To whom it may concern:

Allied Mechanical Services employs all our plumbers and pipefitters as direct employees. Currently, we do not foresee any conflicting labor schedules. If any unseen circumstances require temporary workers, Allied Mechanical participates in labor sharing with other trade contractors with trade specific trained professionals. Allied Mechanical makes these statements based on project schedule and our manpower forecast. Labor is then reserved for the duration of the project. Allied Mechanical does not misclassify its employees as independent contractors.

Substance Abuse Policy

Policy Statement

Allied Mechanical Services (AMS) and Subsidiaries recognizes the national concerns on drug abuse, as demonstrated by the Drug Free Workplace Act and regulations promulgated pursuant to that Act by the U.S. Department of Transportation, Defense and other Federal agencies which require federal contractors to establish drug testing programs. AMS and Subsidiaries recognizes the similar concern over alcohol use on the job and abuse of legal substances of all sorts.

Purposes of the Policy

Alcohol and drug abuse is a problem that results in injury to employees, decreased productivity, increased worker's compensation and health care costs, plus increased tool and material costs.

As a result, action must be taken to work effectively to preserve the integrity of the work site and the safety and health of all employees. The Policy is established to:

1. promote a safe work environment for employees, other contractors, owners and the public;
2. protect employee and Company property;
3. increase productivity; and
4. enhance operational security.

Application

1. This Policy applies to all AMS and Subsidiaries job classifications, including management and owner employees.
2. At times, other companies and general contractors on specific jobs may establish drug and alcohol policies and or rules which must be accepted by AMS and Subsidiaries as part of its obligations and expectations. In situations where such rules and/or policies have been established and have been agreed to by AMS and Subsidiaries as part of its obligations, these rules and policies will be strictly adhered to by AMS and Subsidiaries and all its employees who are working on the particular job involved. These rules and/or policies may include, but are not limited to, pre-employment, on the job, or random testing; removal of AMS and Subsidiaries employees from the job for reasonable suspicion of drug or alcohol use; inspection of AMS and Subsidiaries property and that of its employees when present on the job sites; and other rules or policies established for this general purpose.

When Policy Applies

The Policy shall apply to AMS and Subsidiaries employees when they are on AMS and Subsidiaries "time" or on AMS and Subsidiaries "premises." AMS and Subsidiaries "premises" is defined for the purposes of this Policy as all property, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles (as driver or passenger), whether owned, leased or used by AMS and Subsidiaries and the job sites of all those customers using AMS and Subsidiaries construction and maintenance services. AMS and Subsidiaries "time" is defined as any period when an AMS and Subsidiaries employee is on duty, is performing, expected to be performing, whether or not the employee is at his/her assigned work location.

The Policy also prohibits the use of "prohibited substances" (as defined in Section F) while off AMS and Subsidiaries time or premises if such use in any way affects the employee's ability to safely or competently perform his/her job.

Any off-the-job conduct resulting in a criminal drug statue conviction will be considered a violation of this policy and may result in disciplinary action. In deciding what actions to take, AMS and Subsidiaries will
consider the nature and circumstances of the conviction, employee's work record, length of service and other relevant factors.

Prohibited Conduct

1. Unauthorized use, possession, manufacture, distribution dispensation or sale of a prohibited substance on AMS and Subsidiaries time or premises.
2. Storing a prohibited substance in a locker, desk, lunch container, automobile or other repository on AMS and Subsidiaries premises.
3. Being under the influence of an illegal drug, controlled substance or alcohol on AMS and Subsidiaries time or premises. "Under the influence" of alcohol is defined as a breath alcohol concentration of equal to or greater than 0.02%. "Under the influence" of a controlled substance or illegal drug is defined as testing positive at a professionally recognized mg/ml level of the "panel 10" list which is attached and incorporated into this Policy.
4. Possession, use, manufacture, distribution, dispensation or sale of a prohibited substance off AMS and Subsidiaries time or premises that adversely affects the employee's work performance, his own or others' safety at work.
5. Substituting or adulterating any body substance specimen or sample fluid submitted for testing. Any form of tampering or substitution shall constitute a refusal to be tested and subject an employee to discharge.
6. Refusing consent to testing or to submit a urine, breath or other sample for testing without valid medical explanation when requested by AMS and Subsidiaries consistent with the requirements of this Policy.
7. Refusing to submit to an inspection when requested by AMS and Subsidiaries or an owner or general contractor consistent with the requirements of this Policy.
8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
9. Conviction under any criminal drug statute under circumstances which adversely affect AMS and Subsidiaries' regard or reputation in the community.
10. Failure to report to AMS and Subsidiaries the use of a prescribed or over the counter drug which may alter the employee's behavior or physical or mental ability to safely perform work activities.
11. Refusing to acknowledge in writing receipt of AMS and Subsidiaries' Substance Abuse Policy.

Prohibited Substances are defined as:

1. Illegal drugs and other controlled substances (including trace amounts).
2. Alcohol, which is defined as alcoholic beverages and any beverage, mixture or preparation, including medication, containing alcohol.
3. Prescription drugs which are known to or may impair a person's work performance or are not being used for its intended purpose or in its prescribed or recommended manner or quantity -- except as provided in Section VII.

Prescription Drugs and Other Medications

1. Employee Responsibility. Employees using prescription drugs or using over-the-counter medications which may impair work performance are responsible for being aware of any potential effects such substances may have on their judgment or ability to perform duties and for reporting such use to their supervisor prior to beginning work. If an employee fails to comply with the prescription restrictions stated in the Policy, neither a physician's prescription nor other medical reason will be an acceptable excuse. Violations of this Section shall be treated as any other violation under this Policy.

Supervisors and Union officials shall maintain the strict confidentiality of any information regarding an employee's use of prescription or over-the-counter drugs.

2. Affirmative Duties.

a. Employees shall inform the supervisor prior to starting work of the need to use prescribed drugs which have the potential to impair job performance.

b. Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician.

c. Employees shall possess only enough medication for a twenty four hour period. AMS and Subsidiaries at all times reserves the right to have its Company physician determine if a prescription drug or over-the-counter medication impairs work performance and may restrict the employee's work activity accordingly.

Implementation and Enforcement of Policy

The following procedures will be employed to assure compliance with the Policy:

1. Testing. Employees or potential employees will be requested to submit samples for substance testing, including, but not limited to, urine, saliva, blood, plasma, breath, hair follicle or other generally accepted testing procedures in the following circumstances:

a. As a condition of consideration for employment.

b. As a condition of being assigned to a job site where the contractor or owner requires pre-assignment testing of AMS and Subsidiaries employees.

c. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has used or that use of prohibited substances has impaired the employee's ability to competently or safely perform work. An employee who is selected for reasonable suspicion testing is considered unqualified to work and will be placed on immediate unpaid suspension pending the results of the tests. If the test are negative, the employee will be paid for all lost wages incurred during the period of suspension, and his or her personnel file shall be updated to reflect reversal of suspension.

d. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has unauthorized possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances on AMS and Subsidiaries time or premises.

e. Following an accident or incident on AMS and Subsidiaries time and premises in which AMS and Subsidiaries is reasonably assured that safety precautions have been violated or AMS and Subsidiaries is reasonably assured that the employee engaged in careless acts or behavior, or where any employee's performance was a contributing factor in an accident resulting in personal injury or property.

f. While an employee is subject to a Last Chance Agreement.

g. AMS and Subsidiaries will random test only where local, state, and Federal laws require, in "Last Chance Agreements where specified, and as otherwise specified in this policy. Random testing may also be conducted on employees who are assigned to work sites where the requirements of the general contractor or owner require AMS and Subsidiaries employees to participate in such testing. Assignment to such jobs shall constitute notice to and acceptance by the employee of their obligation to participate in such programs.

Testing Procedures

1. Any laboratory used for testing shall be licensed and be in good standing with the State of Michigan. In addition, such laboratory shall follow the guidelines of the National Institute of Drug Abuse and the U.S. Department of Health and Human Services. In addition, the laboratory shall be willing to explain its procedures, be subject to reasonable inspection by AMS and Subsidiaries and Union and be willing to provide expert testimony.
2. All test samples shall be collected in a manner to protect:
   a. Personal privacy.
   b. Proper chain of custody and identification.
   c. Against tampering.
3. All initial positive test results shall be confirmed by the GCIMS test or its equivalent.
4. The affected employee will be given a copy of the test results. Test result confidentiality shall be strictly maintained and made available only on a need to know basis or when required by law.
5. The affected employee will be advised of positive results by medical "personnel and have the opportunity to provide an explanation. The affected employee shall have the right to have his/her sample independently retest by an approved laboratory of his/her choice at his/her expense. If the independent retest does not indicate a positive test result, the employee shall be reinstated as soon as possible to work with full back pay and benefits.
6. Pre-Employment Testing. Consideration for employment at AMS and Subsidiaries is contingent upon submitting to a substance screening test. Employment applicants will be required to sign a substance screening test consent form allowing (1) AMS and Subsidiaries to administer the substance screening test and (2) the release of test results from the independent laboratory retained by AMS and Subsidiaries to analyze the specimen. Applicants that test positive on the substance screening test shall be given the opportunity to explain their positive test result. Only explanations that can be verified by reference to information provided on the substance screening test consent form will qualify an employee for further consideration. AMS and Subsidiaries retains sole discretion to accept or reject such explanations. AMS and Subsidiaries hires only those applicants that (1) test negative, or (2) are able to explain their positive test result, to AMS and Subsidiaries' satisfaction, based on information disclosed on the substance screening test consent form.

Consequences of A Policy Violation

AMS and Subsidiaries reserves the right to impose disciplinary action, up to and including discharge, upon an employee who violates any provision of this Policy.

Investigation

1. Searches. Employees, while on AMS and Subsidiaries' "premises," shall be required as a condition of employment to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or other repositories, when AMS and Subsidiaries has reasonable suspicion to believe that an employee has used, possesses or is concealing, transporting, promoting, selling or manufacturing unauthorized, illegal or prohibited substances as defined in this Policy. AMS and Subsidiaries reserves the right to inspect the contents of any Company property being used by the employee at any time.
2. Employee Privacy. Testing and searches will be conducted with due regard for the personal privacy of each employee.

Refusal to Submit to Tests or Searches

No employee search or substance test will be conducted without the employee's consent. However, an employee that refuses to submit to a search or test within the scope of this Policy will be subject to disciplinary action up to and including discharge.

Substance Abuse Problems and Last Chance Agreements

1. An employee who test positive following a properly implemented drug screening procedure, as set forth in this Policy, under normal circumstances in the discretion of AMS and Subsidiaries, but without precedent to any future incident which this or any other employee, may be offered the opportunity to enter into a Last Chance Agreement. The primary objective of the Last Chance Agreement is to help rehabilitate an employee who has or may develop alcohol, drug dependency health or behavioral problems. As part of the Last Chance process, an employee will be referred to an employee assistance program or to some form of inpatient or outpatient treatment program.

   Regardless, such a referral does not insulate the referred employee from the responsibility when at work to abide by all terms and conditions of employment.

2. AMS and Subsidiaries shall have the sole discretion to determine whether or not to allow the employee to continue working while undergoing treatment or counseling. Upon completion of the approved counseling center program, and provided there is work available, the employee shall be reinstated to his/her former position of employment.

3. During the period of treatment and/or counseling and upon return to work following completion of treatment and or counseling the employee shall be subject to random mandatory drug testing for a period of twelve (12) months.

4. The Last Chance Agreement shall provide that an employee testing positive for substance abuse may return to employment at AMS and Subsidiaries only under the following conditions:

   a. The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.

   b. The employee must successfully complete a treatment protocols recommended to the employee and AMS and Subsidiaries

   c. The employee must agree to submit to unannounced random testing for the duration of the treatment plus twelve (12) months following completion of the treatment.

   d. An employee returning to work under a Last Chance Agreement will be subject to immediate discharge without recourse for any violation of this Policy including, but not limited to, a positive drug test result, alcohol test result of 0.02 or greater or refusal to test.

   e. An employee who successfully completes the treatment or counseling program and who is returned to work will be encouraged to contact and avail him/herself of the AMS and Subsidiaries Employee Assistance Program for assistance and support on a self-referral basis.

WARRANTY

Allied Mechanical Services, Inc. hereby warrants that all work performed, or materials furnished in the construction of the above referenced project, pursuant to our contract, shall be free of defects of faulty workmanship and/or materials per the time period mentioned in specifications.

Upon written notice of any defects resulting from faulty workmanship or material within the above time period, Allied Mechanical Services, Inc. will correct or replace same within a reasonable period of time.

This warranty shall not cover defects resulting from damage not caused by the defect, negligence, normal wear and tear, or failure to follow maintenance or operating instructions. Under no circumstance will Allied Mechanical Services, Inc. be liable for incidental or consequential damage.

Criteria 18

HAROLD IMMEKUS

PROJECT MANAGER

ALLIED MECHANICAL SERVICES

EDUCATION

Licened Auto Mechanic… 1985
Completed plumbing apprenticeship..1988

CERTIFICATIONS

Licensed Master Plumber
Certified Welder (Tig & Stick)
Confined Space
Med Gas
First Aid

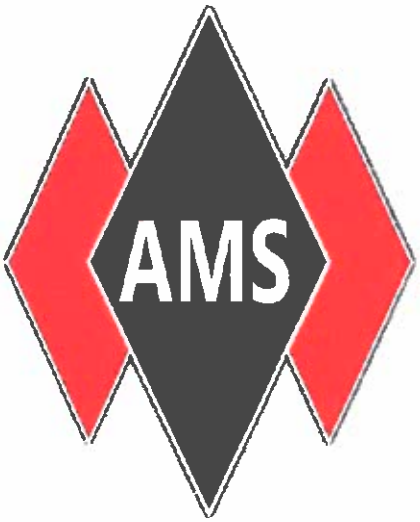
Harold has been a part of the AMS team since 1988 and in the plumbing trade for 37 years. Throughout his time with AMS, Harold has held the roles of Pipefitter, Plumber, Field Forman, Superintendent and has been in the Project Manager role since 1998. During his Career, Harold has held his Master Plumber's license as well as continued his education through workshops to stay current on the trade. Harold's specialty is maintaining reoccurring customer accounts including process piping, pharmaceutical, Production, and Steam and Condensate.

RECENT EXPERIENCE

- East Lansing WRRF Clarification & Aeration
- East Lansing WRRF Solids Handling with Digestion
- Zoetis Chilled Water & Comp Air Expansion
- Brembo New Foundry Facility
- Abbott Nutrition Frigid Water Expansion
- WMU Chemistry Building
- WMU College of Engineering and Science
- WMU Campus Steam Tunnel Projects

DAVE STUART

PROJECT SUPERINTENDENT



ALLIED MECHANICAL SERVICES

Dave joined Allied Mechanical Services in 1991 as an apprentice, and completed the program in 1995. He is a state licensed journeyman plumber who has been a site superintendent since 1997 with an expansive knowledge of wastewater projects.

CERTIFICATIONS

- Licensed Journeyman Plumber
- Licensed Med gas Installer/Brazer
- OSHA 10hr Training
- OSHA 30hr Training
- Skytrack/Forklift
- Scaffolding
- Aerial/Scissor lifts
- Asbestos awareness
- Confined Space

RECENT EXPERIENCE

- Jackson WWTP Clarifier Launder Covers
- Jackson WTP Filter Pipe Gallery Improvements
- Jonesville WTP
- Homer WWTP Lagoon
- Albion College Misc. Projects
- Charles River Archives Central Shipping

JAMES OUDBIER

ESTIMATOR

ALLIED MECHANICAL SERVICES

James has been estimating a variety of mechanical projects for over 17 years. He has considerable knowledge of the mechanical contracting industry and specializes in Water & Waste Water Treatment Plant work.

RECENT EXPERIENCE

- Grand Rapids WRRF Biodigester (Design Build)
- Grand Rapids WRRF Biodigester Mixing System (Design Build)
- Wyoming Clean Water Plant Odor Control
- MSU Water Treatment Plant
- Grand Haven WWTP Improvements
- Grand Haven Pump Station Improvements

EDUCATION & CERTIFICATIONS

HVACR Engineering Technology 2005

Ferris State University, Bachelor of Science

Mechanical Contractor's License with classifications 1, 2, 4, 5, 6, 7, 8

Boiler Installer's License – 5B

EPA Universal Technician as required by 40CFR part 82 subpart F

DAN NIELSEN

SAFETY DIRECTOR

ALLIED MECHANICAL SERVICES

Dan plays a crucial role in the safety of all AMS employees both in our shops as well as on our various jobsites. Dan brings with him extensive safety experience in a multitude of facilities and jobsites, both creating and managing safety programs. His attention to detail, ability to demonstrate active listening, and attentiveness on all jobsites and in both shops have created a safer environment for not only our team, but also companies around us.

EDUCATION

Grand Valley State University

Bachelor's Degree in Occupational Safety and Health Management

CERTIFICATION

Graduate Safety Practitioner (GSP) designation through the Board of Certified Safety Professionals.

RECENT EXPERIENCE

- Graphic Packaging
- Western Michigan University Student Center
- Various Pfizer Projects
- East Lansing Wastewater
- Hastings Wastewater
- Grand Rapids Phosphorus Recovery
- Grand Rapids Renewable Natural Gas
- Metro Health – Allendale
- Borgess Hospital
- Ludington Elementary

References from individuals/Entities:

Nick Mangas
City of Jackson
nmangas@cityofjackson.org
517-788-4073

Bill Poelma
wpoelma@grand-rapids.mi.us
616-334-7876

The City of EL WRRF contact from Tetra Tech is Brent Bode
brent.bode@tetratech.com
(616) 262-4203

Ada Booster station:
Jacob Bruggink
616-363-9801
jbruggink@mbce.com

Coopersville Booster station:
Larry Erhardt Jr. with Skye Construction
lerhardtjr3@msn.com
616-915-5279

Brian Phillips
Fishbeck
MSU WTP
616-443-9915
bdphillips@ftch.com

Quality Control Log

	Compan	Item	Location	Solution	Date Identified	Date Resolved	Ready for Review?	Reviewed by/Date	Comments
1	AMS	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	All equipment connections are complete. Any lines needing adjustment have been addressed.
2	AMS	Additional hangers needed or adjusted.	Throughout site.	Add hangers or adjust hangers as needed when piping is connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	Hangers have been adjusted/added where needed.
3	AMS	Mains not square	2C, Corridor H_222	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
4	AMS	Mains not square, branch lines not level.	2C, Open Office 28100	Plumb hangers up, adjust mains as needed. Adjust hangers as needed.	8/20/18	11/8/18	Yes	jb 2/1/19	
5	AMS	CHW lines need to be re-positioned.	2C, Corridor H_226	Sqaure up and reposition lines in hangers.	8/20/18	8/30/18	Yes	jb 2/1/19	
6	AMS	Mains not square	2C, Open Office 27000	Plumb hangers up, adjust mains as	8/20/18	9/7/18	Yes	jb 2/1/19	
7	AMS	2" HHW lines not straight.	1C, Rm 17030	Plumb hangers up, square lines up.	8/20/18	9/12/18	Yes	jb 2/1/19	
8	AMS	2.5" HHW mains not straight.	1C, H_116 corridor	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
9	AMS	Protect FCU, square unit up.	1A, FCU-1116	Cover unit and square up/adjust hangers as needed.	8/20/18	8/30/18	Yes	jb 2/1/19	
10	AMS	Lowpoint drain not square	1 E near womens R_109	Square valve up to main.	8/21/18	9/12/18	Yes	jb 2/26/19	
11	AMS	Lines not square (former storm clash)	1F, near STU-13001_1	Repipe branch line as needed.	8/21/18	9/20/19	Yes		
12	AMS	Line not square	1G near stairwell	Square line up as needed.	8/22/18	12/3/18	Yes	jb 4/3/19	
13	AMS	Clash with conduit	3E near Elec e_303	Investigate w/ Bulst, repipe if needed.	8/22/18	8/30/18	Yes	jb 3/1/2019	
14	AMS	Line feeding AHU-11 not	3F near risers to AHU-11	Re-weld and square line up as needed.	8/22/18	9/13/18	Yes	jb 4/3/19	
15	AMS	Insulation clearance issue with sprinkler.	3G near Collab 32032	Investigate w/ Total and repipe as needed.	8/22/18	8/30/18	Yes	jb 3/1/19	
16	AMS	Carbon riser feeding AHU-17 not plumb.	3G feeding AHU-17	Adjust riser as needed.	8/22/18	8/31/18	Yes	jb 2/26/19	
17	AMS	Missing strut clamps.	3G near stairwell.	Add strut clamps.	8/22/18	9/6/18	Yes	jb 2/1/19	
18	RCM	Various branch lines not square	Throughout site.	Square lines up when connected to equipment	8/20/18	9/20/19	Yes		
19	RCM	Adjust varous hangers	Throughout site.	Adjust/plumb hangers up when connected to equipment.	8/20/18	9/20/19	Yes		
20	RCM	P-traps not supported	LL- Multiple locations	Add hangers on p-traps	8/21/18	4/25/19	Yes	jb 5/6/19	All p-traps are supported throughout site
21	RCM	Support various storm clean outs	Throughout site	Install hanger at wye/cleanout	8/21/18	4/30/19	Yes	jb 8/14/19	All wye/cleanouts are supported throughout site
22	RCM	Pipes not straight or supported to wall	1A- rm 15010	Secure to wall and straighten.	8/21/18	8/29/18	Yes	jb 4/10/19	
23	RCM	Piping not straight to N. wall	1A- rm 15052	Straighten lines and secure to wall	8/21/18	8/30/18	Yes	jb 3/1/2019	
24	RCM	VTR riser not plumb	1A- rm 15054	Plumb riser	8/21/18	8/30/18	Yes	jb 4/3/19	
25	RCM	Air line not plumb	1A- rm15057	Plumb air line	8/21/18	8/30/18	Yes	jb 4/3/19	
26	RCM	Additional couplings	1A- rm 06009	Repipe as needed .	8/21/18	8/30/18	Yes	jb 8/31/18	
27	RCM	Pipe not in wall	1C- @ col 18C	Move pipe into framing around column	8/22/18	9/14/18	Yes	jb 2/13/19	
28	RCM	Pipe not properly supported	2A- corr @ col 4C	Add hanger on 8" 90	8/22/18	9/6/18	Yes	jb 4/15/19	
29	RCM	Pipe pushed out of wall for framing	2A- corr @ col 4D	Re-install lines into framing around column	8/22/18	9/6/18	Yes	jb 2/13/19	Verified lines are back within framing on 9-6-18
30	RCM	Pipe not properly supported	2A- corr H 214	Add hanger on 6" 90	8/22/18	10/4/18	Yes	jb 2/13/19	
31	RCM	Pipe not properly supported	2B- corr H 219 @ col 9B	Add hanger on 6" 90	8/22/18	9/12/18	Yes	jb 2/13/19	
32	RCM	Unistrut out of chase	2B- 26026	Relocate unistrut into chase	8/22/18	9/7/18	Yes	jb 9/7/18	
33	RCM	Additional couplings	3F- corr H 303	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
34	RCM	Additional couplings	3E- rm 33000	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
35	RCM	Pipe not in wall	1E- rm R 110	Move pipe into wall	8/22/2018	8/29/2018	Yes	jb 8/31/18	
36	RCM	Multiple couplings in bathroom group water piping	2E/F, Mens R_205, Womens R_204	Repipe bathroom group to elliminate excess couplings	8/16/2018	1/8/2019	Yes	jb 1/11/19	Bathroom group has been
37	RCM	Pipe not properly supported	1E - rm 14000	Add hanger on 8" 90	8/22/2018	9/6/2018	Yes	jb 4/15/19	
38	AMS	Lowpoint drains needed	Bsmnt. Rm 05002	Cut tee's in place & install l.p. drains.	9/7/2018	9/12/2018	Yes	jb 5/3/19	
39	AMS	Touchup paint roof AHU's	PD/WP Roofs	Clean units and re-paint as needed.	9/17/2018				9/20 UPDATE: Unit touchup painted has begun and will be ongoing for the next week or two.
40	AMS	HRC liquid supply lines tinked	Chiller Rm 07020	Evacuate refridgerant, replace and recharge chiller.	9/12/2018	6/20/2019	Yes	jb 8/14/19	Trane techs have replaced lines.
41	AMS	Various AHU coil fins have been hit.	PD/WP Roofs	Comb out coil fins as needed.	9/13/2018				Once construction in AHU units has be completed, we will clean and comb out fins. 1.9.19 UPDATE: We have been doing a preliminary "comb" of the fins as the AHU's have been tested.
42	AMS	CH-1,2,3 insulation has been damaged.	Chiller Rm 07020	Touch up paint economizer barrels and re insulate damaged areas.	9/11/2018	7/18/2019	Yes	jb 8/14/19	Kasten has completed the insulation repairs.
43	RCM	Strut not in wall.	2A, Open Office 25070	Cut strut back inside of wall.	9/19/2018	10/10/2018	Yes	jb 2/1/19	
44	RCM	Lines not level.	1E, Servery 13000	Adjust hangers as needed.	9/18/2018	9/21/2018	Yes	jb 2/1/19	
45	AMS/RCM	Drywall damage due to ongoing RI work.	Various locations found, notably in 1A.	Coordinate with Titan on repairs.	9/21/2018	9/20/2019	Yes		
46	AMS	Insulation clearnace with stud walls.	Various locations.	Coordinate with Titan on clearance requirements.	9/21/2018	9/20/2019	Yes		This specific pic is at the 1D/H intersection, @ col Line X.
47	RCM	PVC lines need hangers.	2C, outside of Elec Rm E-208	Add hangers as needed.	9/21/2018	11/6/2018	Yes	jb 2/4/19	
48	FHC	Coil needs to be replaced.	1A, corridor H_105	Replace coil.	9/28/2018	11/1/2018	Yes	jb 11/1/18	Coil has been replaced.
49	AMS	STU supply line not square.	LL B, Electronics Cleaning Rm.	Square supply line up as needed.	9/28/2018	10/5/2018	Yes	jb 3/5/19	
50	AMS	Hangers missing	1G, near Rm. 12033	Add hangers	10/4/2018	10/5/2018	Yes	jb 3/5/19	Lines have been cut back until equipment has been set.
51	AMS/FHC	UFW coil leaking.	Coil 24000-3, Open Office 24000 2E	Replace coil.	10/12/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
52	AMS/FHC	UFW coil leaking.	Coil 23040-2, Open Office 23040 2F	Replace coil.	10/15/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
53	AMS/FHC	UFW coil damaged	Coil 31024, Collab 31024.	Replace coil.	10/19/2018	1/10/2019	Yes	jb 1/10/19	Coils have been reinstalled. Piping reconnections to follow.
54	AMS/FHC	UFW coil damaged	Coil 23036, Open Office 23040	Replace coil.	10/19/2018	10/24/2018	Yes	jb 2/6/19	Coil was inspected during a factory visit and damage was deemed to not affect performance.
55	AMS	Misc. underfloor piping repairs.	Throughout bld.	Address piping support issues and any damaged coils as needed.	10/25/2018	9/20/2019	Yes	jb 1/22/19	9/20 UPDATE: All areas have been checked over and complete.
56	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 2" vents thru the roof.	10/31/2018	1/16/2019	Yes	jb 1/16/19	
57	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 4" vents thru the roof.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
58	RCM	Piping not plumb.	1F, Kitchen	Plumb lines up as needed.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
59	AMS	Hanger not plumb.	Bsmnt. HHW Boiler Rm.	Plumb hanger up as needed.	11/9/2018	11/15/2018	Yes	jb 3/12/19	
60	AMS	Return piping not	1D, Rm. 19008	Plumb/square piping up as needed.	11/27/2018	1/17/2019	Yes	jb 5/4/19	
61	AMS	Supply line needs to be	2B, Corridor H 220	Clamp pipe to strut or add hanger.	11/27/2018	12/12/2018	Yes	jb 5/29/19	
62	AMS	Hanger installed on strainer	2C, Office 28090	Install hanger on pipe.	11/27/2018	12/11/2018	Yes	jb 5/29/19	
63	AMS	Piggy-back hanger in place	2C, Office 28091	Install individual hanger for piping.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
64	AMS	Hangers missing	2C, Huddle 28093	Install hangers on supply/return piping	11/27/2018	12/12/2018	Yes	jb 5/4/19	
65	AMS	Flex hose not straight	2C, Open Office 28130	Rework piping to straighten hose out.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
66	AMS	Piggy-back hanger in place	2B, Corridor H 219	Install individual hanger for piping.	11/27/2018	12/3/2018	Yes	jb 3/12/19	
67	AMS	Supply line is sagging.	LL A, Marketing Cage	Install pipe hanger as needed.	12/3/2018	12/4/2018	Yes	jb 4/18/19	
68	AMS	Lines not square.	LL A, Test Lab Storage 05041	Square lines up as needed.	12/3/2018	1/3/2019	Yes	jb 4/18/19	
69	AMS	Flex hose not straight	LL B, Corridor	Square flex hoses up as needed.	12/3/2018	12/7/2018	Yes	jb 5/4/19	Lines will be squared up after final duct connections have been made.
70	AMS	Hangers installed on flex hoses	LL B, Electronics Cleaning Rm.	Install hangers on piping.	12/3/2018	12/5/2018	Yes	3/12/2019	
71	AMS	Lines not square	LL B, Electronics Coating	Square lines up as needed.	12/3/2018	12/5/2018	Yes	jb 2/13/19	
72	AMS	Hanger needed on supply line	LL C Boiler Rm.	Install hanger.	12/3/2018	12/4/2018	Yes	jb 2/26/19	

73	AMS	Return line insulation clash w/ cast iron line.	LL C, Facilities Storage	Coordinate with RCM for required insulation clearance.	12/3/2018	12/4/2018	Yes	jb 5/4/19	
74	RCM	Piping not straight	1G- Corr. H_101	Straighten cast iron piping	12/4/2018	1/4/2019	Yes	jb 4/18/19	
75	RCM	Pipe not properly supported	2F- Central Coffee Bar	Add support to 2" drain to DW	12/4/2018	12/12/2018	Yes	jb 12/12/18	
76	RCM	Pipe not properly supported	2F- 7.9A/GG	Add support to 4" San stack	12/4/2018	12/12/2018	Yes	jb 12/12/18	
77	RCM	Pipe not properly supported	2F- Women's R_204	Add support to 2" vent off carrier	12/4/2018	12/12/2018	Yes	jb 12/12/2018	
78	FHC	Hanger rods crooked	1B, Woody 15051	Plumb hangers up.	12/11/2018	9/20/2019	Yes		
79	AMS	Hanger on flex hose	1A, Rm 15017	Relocate hanger.	12/11/2018	12/19/2018	Yes	3/12/2019	Strut support has been added downstream of return flex hose.
80	AMS	Flex hose laying on strut	1A, Corridor H_107	Relocate strut.	12/11/2018	1/10/2019	Yes	jb 5/4/19	
81	FHC	Spiral not straight	LLB, Test Lab Storage	Square duct up.	12/7/2018	1/4/2019	Yes	jb 1/25/19	
82	AMS	Supply line not square	1B, Woody Junior 15028	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 4/22/19	
83	AMS	Supply / return lines not	1B, Packaging Lab 18007	Square lines up as needed.	12/18/2018	1/11/2019	Yes	jb 5/4/19	
84	AMS	Supply line not square	1B, Corridor H_115	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 5/29/19	
85	AMS	Hangers on flexes	1B, Test Systems 18021	Relocate hangers as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
86	AMS	Return line not square	1B, Test Systems 18021	Square return line up as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
87	FHC	"L" brackets loose or missing on underfloor coils.	Throughout underfloor system.	Reinstall / tighten "L" brackets for UFW coils.	12/18/2018	9/20/2019	Yes		9/20 UPDATE: All brackets have been secured as part of our underfloor sweep.
88	FHC	Various hangers not plumb.	1A/B	Plumb up or reinstall hanger rods.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
89	FHC	Various duct runs not square	1A/B	Square duct up as needed.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
90	RCM	Pipe not supported	3F- Coffee Bar 33036	Add supports as needed.	1/8/2019	1/16/2019	Yes	jb 5/29/19	
91	AMS	Piping not square	1F/G, Open Office 12020	Straighten piping out as needed.	1/10/2019	4/1/2019	Yes	jb 4/22/19	
92	AMS	Return side ball valve not	1F/G, Open Office 12020	Re-install ball valve so handle is plumb.	1/10/2019	4/1/2019	Yes	jb 6/5/19	
93	AMS	Piping / wall interference	1F, Storage 13014	Repipe coil to avoid wall.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
94	AMS	Unnecessary supply pipe loop.	1F, ER 13015	Repipe supply line to remove flex loop.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
95	AMS	Supply line not level	2A, Build/Test 25064	Adjust hanger to level supply.	1/24/2019	7/19/2019	Yes	jb 8/14/19	
96	AMS	Coil connections sagging.	2B, Corridor H 221	Add hangers to coil connections.	1/24/2019	4/3/2019	Yes	jb 4/10/19	
97	AMS	Coil connections sagging.	2C, Huddle 28003	Add hangers to coil connections.	1/24/2019	4/4/2019	Yes	jb 4/10/19	
98	AMS	Supply line clash with stud	1E, Womens R_109	Re-pipe supply to avoid wall clash	1/24/2019	4/2/2019	Yes	jb 4/10/19	
99	AMS/FHC	UFW coil froze and cracked.	2A, Open Office 25060-1	Replace coil and reinstall pipe coil kit.	2/1/2019	4/3/2019	Yes	jb 4/10/2019	
100	RCM	Pipe not properly supported	3G, Coffee 32036	Add support on 2- 2" vtr's	2/12/2019	2/22/219	Yes	jb 4/22/19	
101	RCM	Pipe not properly supported	3G, R303	Add support on 4" VTR	2/12/2019	2/22/2019	Yes	jb 4/10/19	
102	RCM	Pipe not properly supported	3G, R303	Add support on 8" storm in chase	2/12/2019	2/22/2019	Yes	jb 4/10/19	
103	RCM	Pipe not properly supported	3F, Kitchen/Servery	Add support on 2" VTR	2/12/2019	2/22/2019	Yes	jb 4/5/19	
104	RCM	Pipe out of plumb	3F, Open Office 33000	Straighten/plumb line	2/12/2019	2/22/2019	Yes	jb 4/5/2019	
105	AMS	Torn/removed insulation, verify no piping issues.	1G, stu-12032	Review piping/replace insulation	2/19/2019	5/28/19	Yes	jb 5/29/19	
106	RCM	Pipe not properly supported	1 E, Mens R110	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 5/29/19	
107	RCM	Pipe not properly supported	1E, Private Locker - R108	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 8/14/19	
108	RCM	Piping not straight	LL Plumbing - 07000	Straighten pipe as needed.	3/12/2019	3/18/19	Yes	jb 4/5/19	
109	FHC	Fulton boiler stack gaskets need replacing.	stack shaft	Reinstall stacks with new gaskets	3/20/2019	4/11/19	Yes	jb 4/5/19	All stacks have been replaced. FHC will continue to monitor for any leaks.
110	AMS	CHW coil has a hairline crack	AHU-5	Trane tech to repair crack.	4/5/2019	6/12/19	Yes	jb 8/14/19	6/13 Update: Trane techs were onsite 6/12 to make the coil repairs.
111	AMS	CHW coil has a hairline crack	AHU-6	Trane tech to repair crack.	4/5/2019	5/2/19	Yes	jb 8/14/19	
112	RCM	CPVC lines not square	LL C	Square lines up as needed.	4/17/2019	4/24/19	Yes	jb 5/29/19	
113	AMS	Return line not square	1F, Servery 13000	Square line up as needed.	4/17/2019	4/19/19	Yes	jb 4/22/19	
114	RCM	Copper touching steel pipe	Receiving- LL-A-05002	Re-pipe to avoid contact with steel pipe	5/2/2019	7/11/2019	Yes	jb 8/15/2019	
115	RCM	Piping not square	Receiving- LL-A-05002	Straighten/square up piping	5/2/2019	6/18/2019	Yes	jb 8/15/2019	
116	AMS	Various lowpoint drains below ceiling grid.	2A/B	Shorten drain valve piping as needed.	4/26/2019	5/2/2019	Yes	jb 5/29/19	
117	AMS	Return line below ceiling grid.	2A, Open office 25060-1	Raise return line as needed.	5/7/2019	5/11/2019	Yes	jb 5/29/19	
118	AMS	Lowpoint drain missing cap	3F, Open Office 32000	Install cap	5/30/2019	6/21/2019	Yes	jb 8/15/2019	
119	AMS	CH-1 purge valve was damaged.	Chiller Rm 07020	Replace damaged valve.	6/20/2019	9/16/2019	Yes		9/16 UPDATE: Purge valve replacement and final startup has been completed.
120	AMS	AHU-5 circulation pump	AHU-5	Inspect/replace motor	8/14/2019				9/20 UPDATE: VFD startup tech is making a site visit to inspect the drive with Bulst/Siemens, as this may not be a motor related issue.

ALLIED MECHANICAL SERVICES

Relevant Major Completed Work Last 5 Years

Project	Owner	Architect Contact information	Completion year	Contract $	Type Of Project
Stryker Intruments Divison Faciltiy	Stryker- Instruments	Tower Pinkster - 616- 456-9944	2019	$32,000,000.00	Plumbing and Mechanical
MSU Water Treatment Plant	Michigan State University	Fishbeck- 616-575-3824	2019	$ 3,890,000.00	Process Piping
Surgery Addition & 6 North Renovation	Ascension Health/Borgess	HED - 248-262-1500	2020	$ 6,200,000.00	Mechanical and plumbing
Boven Birthing Center Renovation	Holland Hospital	Matthei & Colin Associates, LLC - 312-939-4002	2020	$ 3,568,455.00	Mechanical and plumbing
Wastewater Plant Improvements	Grand Haven-Spring Lake Sewer Authority	Prein Newhof- 616-364-8491	2020	$ 1,900,000.00	Plumbing and Mechanical
BioDigestion with Combined Heat and Power	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$19,900,000.00	Process Piping
South Neighborhood Housing	Western Michigan University	Stantech - 1-866-782-6832	2020	$ 7,500,000.00	Mechanical
Renewable Natural Gas	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$ 1,200,000.00	Process Piping
Solids Handling Improvements with Digestion	City of East Lansing	Tetra Tech - 517-394-7900	2020	$11,222,000.00	Plumbing
Mercy Health Muskegon Consolidation Project	Mercy Health	HGA - 414.278.8200	2021	$23,310,000.00	Plumbing and Mechanical
South Christian	South Christian	AMBG - 616-454-1600	2021	$ 1,716,000.00	Mechanical Piping
MSU Research Center	Michigan State University	Smith Group - 312-641-0770	2021	$12,391,000.00	Plumbing and Mechanicl
Graphic Packaging International Inc.	Graphic Packaging	Afry- 646 651 1547	2021	$25,000,000.00	Process Piping and Mechanical

hni
RISK ADVISORS

March 18, 2022

Allied Mechanical Services Inc
5688 E ML Avenue
PO Box 2587
Kalamazoo MI 49003

Re: Workers Compensation

The purpose of this letter is to confirm Allied Mechanical Services, Inc workers compensation experience modification factors for the current and previous three terms:

03/01/22 to 03/01/2023 – .86
03/01/21 to 03/01/2022 – .85
03/01/20 to 03/01/2021 – .87
03/01/19 to 03/01/2020 – .84

If you have any questions, please let me know. Thank you!

Respectfully

Tammy VanderStelt
Senior Account Manager

Allied Mechanical Safety

Allied Mechanical Services stresses the importance of workplace safety to all employees. Safety and health are an integral part of all operations including planning, development, production, admin, sales, and transportation. Accidents have no place in our company. We work consistently to maintain safe and healthful working conditions. Our efforts of creating a safe work environment include but are not limited to:

1. A full time Safety Director to implement site specific requirements
2. Individual project evaluations to determine potential risks
3. Routine site safety assessments
4. Minimum weekly Toolbox talks
5. Monthly safety committee meetings to discuss safety needs with various field and office personnel
6. Required OSHA training
7. Utilization of third party safety consultants to determine risk without bias- contact information: Thomas R. Schoenberger, 614-519-1940

All employees are expected to follow safe working practices, obey rules and regulations, and to work in a way which maintains safety and health standards developed and sanctioned by the company. We urge all employees to make our safety and health program an integral part of their daily operations. It is our goal that the total elimination of accidents and injuries will become not just an objective, but a way of life.

ALLIED MECHANICAL SERVICES

Allied Mechanical Employee OSHA10/30

Boone, Scott	P	10
Boucher, Andrew	P	10
Clark, Blake	SM	10
Deemer, Steve	P	10
Huizinga, Jeff	PM	10
Love, Bradley	SM	10
Matthews, Jeff	P	10
Meyer, Rick	P	10
Midose, Jeff	P	10
Miller, Terry	P	10
Raith, Richard	P	10
Rozema, Troy	Service	10
Shook, Randy	P	10
Sloan, Mark	P	10
Stahlhood, Rocky	P	10
Terry, Thomas	P	10
Witkowski, John	P	10
Anderson, Ed	P	30
Baatz, Mike	SM	30
Babcock, Charlie	P	30
Bamm, Doug	SM	30
Bergman, Brian	P	30
Black, Jeff	P	30
Blouin, Kerry	P	30
Bowers, Matt	P	30
Brown, Benjamin	P	30
Butler, Matt	SM	30
Cross, Darius	P	30
Doolittle, Jason	SM	30
Dowding, Dustin	SM	30
Eifler, Duane	P	30
Eifler, Rob	P	30

Eshuis, Ben	P	30
Flanders, Mark	P	30
Flanders, Zach	P	30
Hale, Dan	BIM	30
Halsey, Brian	SM	30
Harris, Todd	P	30
Herder, Jason	SM	30
Huizinga, Mark	PM	30
Jean, Samuel	P	30
Kienitz, Erik	SM	30
King, Robert	SM	30
Klein, Ken	P	30
Koppenol, Mike	P	30
Leep, Curtis	P	30
Lemmer, Steve	P	30
Manning, Mike	SM	30
Martinez, Ruben	P	30
Modderman, Jeff	PM	30
Modderman, Seth	P	30
Moore, Kevin	SM	30
Myers, Alex	P	30
Olney, Chuck	P	30
Parker, Bob	P	30
Reed, Don	P	30
Smith, Brandon	SM	30
Storey, Theron	P	30
Stuart, Dave	P	30
Szykely, Travis	SM	30
Taliaferro, Aaron	SM	30
Tyler, Ken	SM	30
Vandenberg, Steve	P	30
Wyman, Daniel S	SM	30

Allied Mechanical Services, Inc. has a rich culture of equity, inclusiveness and respecting and protecting its employees. All employees and applicants will not be discriminated against regarding race, color, religion, age, sex, national origin, sexual orientation, disability status, gender identity or expression or any other characteristic protected by federal and local laws.

Allied Mechanical Services is dedicated to creating an inclusive work environment for everyone. We embrace and celebrate the unique experiences, perspectives, and cultural backgrounds that each employee brings to our workplace. Allied Mechanical Services strives to foster an environment where our employees feel respected, valued, and empowered, and our team members are at the forefront in helping us promote and sustain an inclusive workplace.

Allied Mechanical is on a mission to change lives through employment and can back that statement with action. Our company has been actively hiring and recruiting returning citizens, working to identify and break down barriers to employment, and engaging in the communities we serve. In 2020 our company won a national diversity excellence award, based on our workforce hiring, retention practices and educational opportunities. This year in 2022 we announced a new program for current and potential employees to gain reliable transportation for better work outcomes.

See the following web articles about our work:

Diversity award: https://grbj.com/news/construction/allied-mechanical-wins-diversity-award/

Auto Program: https://grbj.com/news/construction/local-contractor-breaks-down-barriers-to-employment/

Best Regards,



Steve Huizinga, President

CITY OF GRAND RAPIDS

January 4, 2022

Bid Discount Approval Letter

James Oudbier
Allied Mechanical Services
3860 Roger B Chaffee Memorial Blvd
Wyoming, MI 49548

We have received the documentation you recently submitted requesting a bid discount under the Equal Business Opportunity – Construction Guidelines. After reviewing your information, we have approved the following bid discount(s):

Type of Discounts	No. of	Date Expiration	Comments
Construction Workforce	3%	12/31/2022	
Total Bid Discount(s)	3%		

If you have any questions regarding the discount(s) listed above or any other discount(s), please feel free to contact Alvin Hills IV at (616) 456-3027.

Sincerely,

Patricia Caudill

Patricia Caudill, ASO II
Office of Diversity and Inclusion

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc PO Box 2587 Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Jackson, 161 W. Michigan Ave, Jackson, MI 49201 , as Obligee, in the sum of Five Percent of Bid Dollars ($5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Jackson WWTP CWSRF 2022 Improvements

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 14th day of July, 2022.

Allied Mechanical Services, Inc

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Robert G Chapman, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert G Chapman** of **Lansing** **Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **July**, **2022**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Heaney General Contracting, Inc.
7560 Carpenter Road,Ypsilanti, MI 48197

as Principal, hereinafter called Principal, and

Harco National Insurance Company
4200 Six Forks Road, Suite 1400,Raleigh, NC 27609

a corporation duly organized under the laws of the State of **Illinois**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Jackson
161 W. Michigan Avenue, 10th Floor,Jackson, MI 49201

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars **(5% of Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Repaint Four (4) Clarifiers and Miscellaneous Repairs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **14th** day of **July**, **2022**.

Heaney General Contracting, Inc.

(Witness)

(Principal) (Seal)

(Title)

Harco National Insurance Company

(Witness)

(Surety) (Seal)

Nicholas Ashburn (Title)
Attorney in Fact

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL RUTKOWSKI, NICHOLAS ASHBURN, JOHN MARTENSON, JASON ROGERS, HOLLY NICHOLS, RICHARD MCGREGOR, MICHAEL LECHNER, MARK MADDEN, GABRIEL PRINGLE, MYLES MOSHER, SHAHEEN FARZAM-BEHBOODI,

Rochester Hills, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley
Shirelle A. a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 14, 2022

A02850

Irene Martins, Assistant Secretary

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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Rochester Hills, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 19, 2022

A02850

Irene Martins, Assistant Secretary

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 7/19/2022

In compliance with your invitation for bids dated **June 9, 2022** to perform **JACKSON WWTP CWSRF 2022 IMPROVEMENTS**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Heaney General Contracting, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 7560 CArpenter Rd Ypsilanti, MI 48197
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2414872

(Corporate Seal, if applicable)

Name of Bidder: Heaney General Contracting, Inc.

Signed By: Michael J. Heaney

Its: Secretary

BID SHEET

DATE:

PROPOSAL FOR: JACKSON WWTP CWSRF 2022 IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	6/30/2022
2	7/11/2022
3	7/15/2022

SCHEDULE OF BID PRICES

DESCRIPTION	LUMP SUM BID
Base bid for the Jackson WWTP CWSRF 2022 Improvements as specified	$ 10,500,000.00
BASE BID WRITTEN OUT: ten million Five hundred thousand and 00/100	

ALTERNATES		
ALTERNATE 1 for Power House Level Sensors as specified	$ 40,000 00	ADD
ALTERNATE 2 for Unit Substation 4 Conductors as specified	$ 185,000 00	ADD
ALTERNATE 3 for Sulzer Blower System as specified	$ 350,000 00	DEDUCT
ALTERNATE 4 for Kaeser Blower System as specified	$ 260,000 00	DEDUCT
ALTERNATE 5 for Primary Clarifier 13 as specified	$ 550,000 00	ADD

Bidder's Name:	Heaney General Contracting, Inc.
Address:	7560 Carpenter
City, State, Zip:	Ypsilanti, MI 48197
Telephone:	734-434-9330
Fax:	734-216-7233
Email Address:	bob@heaneygeneralcontracting.com
Federal ID Number:	38-2414872
Bid Signed By:	Michael J. Heaney Print or Type
Title:	Secretary

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Michael J. Heaney Its Secretary

CONTRACT COMPLIANCE

DATE: June 9, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Michael J. Heaney certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Michael J. Heaney understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 7/19/22

By: Heaney General Contractingm, Inc.
(Bidder's Name)

By: 
(Signature)

By: Secretary
(Title)

7560 Carpenter Road
Address

Ypsilanti
City

MI,48197
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

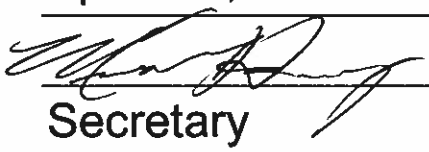
(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Heaney General Contracting

ADDRESS: 7560 Carpenter Road

Ypsilanti, MI 48197

SIGNED BY:  Michael J. Heaney

TITLE: Secretary

DATE: 7/19/22

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 7/19/22

By: Heaney General Contracting, Inc.
(Bidder's Name)

By: _____
(Signature)

By: Secretary
(Title)

7560 Carpenter Rd.
Address

Ypsilanti
City

Michigan 48197
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Washtenaw)

Lisa M. Ciaravino, being first duly sworn, deposed and says that:

1. He is Michael Heaney of, Heaney General Contracting, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 7/19/22 By: Heaney General Contracting, Inc.
(Company)

By: Secretary
(Title)

Subscribed and sworn to before me, a Notary Public, this 19 day of July, 2022.

Notary Public, Washtenaw County,

My commission expires: 6-26-24

LISA M CIARAVINO
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Jun 26, 2024
Acting in the County of

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

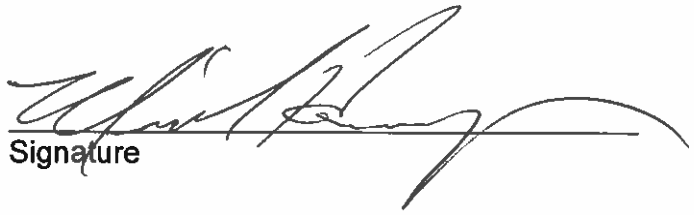
RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Michael J. Heaney an authorized representative of Heaney General Contracting, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 7/19/22



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Michael J. Heaney	Heaney General Contracting.com
Telephone	Email Address
734-434-9330	bob@heaneygeneralcontracting.com

Contract or matter pending with the City:

City of Jackson WWTP CWSRF 2022 Improvements

I, Michael J. Heaney, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: None

Property interest: None

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: None

Property interest: None

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: None

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: None

Amount of Campaign Contribution: Zero

The following entities and persons have a financial interest in the contract or matter identified above:

None

Additional information regarding any of the above:

No additional information required

■ None of the above apply.

Dated: 7/19/22

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 7/ day of July, 20 22,
By Lisa M. Ciravino.

LISA M CIARAVINO
Notary Public – State of Michigan
County of Washtenaw
My Commission Expires Jul 26, 2024
Acting in the County of

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Michael J. Heaney, Secretary

Name and Title of Authorized Representative

Heaney General Contracting, Inc

Name of Participant Agency or Firm



7/19/2022

Signature of Authorized Representative — Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Heaney General Contracting, Inc.
ADDRESS:	7560 Carpenter Rd
CITY, STATE, ZIP:	Ypsilanti, MI 48197
TELEPHONE:	734-434-9330
OFFICERS:	
President: Lisa Ciaravino	Email Address: Lisa@henaeygeneralcontracting.com
Vice President: James Heaney	Email Address: Jim@heaneygeneralcontracting.com
Secretary: Michael	Email Address: michael@heaneygeneralcontracting.com
Treasurer: Lisa Ciaravino	Email Address: Lisa@henaeygeneralcontracting.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Heaney General Contracting, Inc.
STREET ADDRESS:	7560 Carpenter Rd
CITY, STATE, ZIP CODE:	Ypsilanti, MI 48197
UNDER CURRENT MANAGEMENT SINCE (DATE):	7/1/1981

CRITERIA 3:

State and local licenses and license numbers held by your organization:

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

CRITERIA 4:

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

#4 Heaney General Contracting's Construction Management Software maintains a staus and associated dates for all job related certifications and licensesHeaney General Contracting's Construction Management Software maintains a staus and associated dates for all job related certifications and licenses

CRITERIA 5:

Verification that the bidder is in compliance 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.

#5 Heaney General Contracting maintains all personnel records which would include the legal status of any employee and through the required rules and regulations of the Nation as well as the State of Michigan and in this case the City of Jackson ensuring that all employees are of correct legal status without exception.Heaney General Contracting maintains all personnel records which would include the legal status of any employee and through the required rules and regulations of the Nation as well as the State of Michigan and in this case the City of Jackson ensuring that all employees are of correct legal status without exception.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of 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.

☑ NONE

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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.

Name:	Guy Hurley
Type of Coverage:	Automotive, Workmans Comp & Liability
Telephone:	248-519-1433

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☐ Yes, we have a Fitness for Duty Program

☑ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Heaney General Contracting, as supported by its payment and performance bond. Affirms that we will pay all craft employees wages consistent with all applicable federal, state and local wage laws;

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Heaney General Contracting anticipates project standard conditions. Change Order values are approximate 10%

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

CRITERIA 18:

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

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Heaney General Contracting, Inc. will execute the project within according to all applicable standards and requirements in a logical assembly as quickly as quality standards will allow and with all efficiency.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

Outside of General Conditions and General Requirements work scope labor will be largely supplied

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

The initial intent is to utilize all local contractors and suppliers

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Print Firm Name/Principal

Lisa Ciaravino, President 7/19/22

Signature/Principal

President 7/19/22

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically,

efficiently, continuously and without interruption.

5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

GUY HURLEY
INSURANCE & SURETY SERVICES

July 19, 2022

RE: **Heaney General Contracting, Inc.**

To Whom It May Concern:

Harco National Insurance Company has the privilege of providing surety bonds for Heaney General Contracting, Inc.

The available bonding capacity is $20,000,000 single project and $50,000,000 aggregate uncompleted backlog. Larger single projects and work programs would be favorably considered based upon current underwriting information.

If awarded a job it is the present intention of Harco National Insurance Company to provide required bonds conditioned upon a satisfactory review of the contract terms and conditions and receipt of current and acceptable underwriting information from our client. Any arrangement for bonds required by the contract is a matter between Heaney General Contracting, Inc. and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

Harco National Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A- (FSC XI) by A.M. Best Company.

Sincerely,
Harco National Insurance Company

Holly Nichols
Attorney-in-Fact

DIRECT 248 519 1400 | FAX 248 519 1401 | 989 E South Boulevard, Suite 200 | Rochester Hills, MI 48307

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL RUTKOWSKI, NICHOLAS ASHBURN, JOHN MARTENSON, JASON ROGERS, HOLLY NICHOLS, RICHARD MCGREGOR, MICHAEL LECHNER, MARK MADDEN, GABRIEL PRINGLE, MYLES MOSHER, SHAHEEN FARZAM-BEHBOODI,

Rochester Hills, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 19, 2022

A02850

Irene Martins, Assistant Secretary

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: **Approval of Professional Engineering Services Contract with Fishbeck, for the Construction Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000.**

Recommendation:

Approve the Professional Engineering Services Contract with Fishbeck for the Construction Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

RECOMMENDATION: Approve the Professional Engineering Services Contract with Fishbeck for the Construction Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000.

SUMMARY

In the spring of 2021, City Council adopted a resolution for Fishbeck to prepare the project plan as part of the City's CWSRF application for improvements at the City's Wastewater Treatment Plant. The CWSRF project plan went out for public bids to move forward to the construction phase of this project. It is necessary to begin the professional engineering construction administration and observation phase as we award the project to a contractor to begin construction. As Fishbeck is currently providing services to prepare the design for this project, it would be most cost-effective for the overall project to proceed to utilize Fishbeck for the professional services construction administration and observation phase.

BUDGETARY CONSIDERATIONS

The funding for the Fishbeck Professional Engineering Services – Construction Administration and Observation contract for the CWSRF project will be allocated to the 406-548 Wastewater Equipment Replacement Fund in the amount of $499,000.

HISTORY, BACKGROUND and DISCUSSION

On May 11, 2021, the City Council adopted the resolution for Fishbeck to prepare the project plan as part of the City's CWSRF loan application process, and on December 9, 2021, City Council approved Fishbeck to move forward with the design phase of this project. This CWSRF project plan includes the rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower, and electrical unit substation equipment. Improving these major systems at the City's Wastewater Treatment Plant will increase equipment efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the City's Wastewater Treatment Plant and the connected communities that utilize our system. As part of the State of Michigan's CWSRF Intended Use Plan for Fiscal Year 2022 released in September 2021, the City was within the fundable range for the estimated loan amount of $9,000,000 with principal forgiveness of 20%, saving the City an estimated $1,800,000 on this project.

POSITIONS

Approve the Professional Engineering Services Contract with Fishbeck for the Construction Administration and Observation of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of $499,000.

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

July 25, 2022
Project No. 210403

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Proposal for Professional Engineering Services
WWTP CWSRF 2022 Improvements

Dear Mike:

Fishbeck is pleased to provide this proposal for construction engineering services for the WWTP CWSRF 2022 Improvements Project. This proposal is based on the bid documents prepared for the project and the anticipated construction schedule. This letter presents our proposed scope of services in a task-based outline and our estimated fees for construction engineering services.

Statement of Understanding

We understand the City intends to accept the following bid alternates:

- Alternate 1: Power House Level Sensors
- Alternate 2: Unit Substation 4 Conductors
- Alternate 3: Sulzer Blower System
- Alternate 5: Primary Clarifier 13

Based on the design drawings and specifications prepared for bidding, the construction phase will include:

- Replacement of the flight-and-chain primary clarifier mechanisms and drives, tank baffles, and related influent slide-gates and sludge valves, for Primary Clarifiers 1-6.
- Replacement of the circular primary clarifier mechanism and walkway grating for Primary Clarifier 13.
- Replacement of the east primary sludge scum pumps, valves, piping, and addition of an inline grinder.
- Replacement of the aeration blower system with magnetic bearing turbo compressors and associated instruments and controls.
- Installation of process valves piping.
- Field instruments.
- Installation of new control panels that will be provided under a separate contract.
- Coatings including the primary clarifier top slab and the aeration piping.
- Concrete repairs of existing tanks.
- Replacement and retrofitting of two manual, roll-up doors and one swing door in the Blower Building.
- Replacement of an air handling unit, and related heating and ventilating equipment, ductwork, and controls in the Blower Building and Primary Sludge Building.

- Install new openings and enlarge existing openings in the Blower Building to accommodate mechanical equipment.
- Installation of a dehumidifier and sump pump system in the Primary Sludge Building.
- Replacement of lighting fixtures.
- Replacement of the secondary unit substations, a motor control center, a power distribution panel, and related wiring and conductors.

Scope of Services

Task 1 – Construction Administration

Task 1 will provide construction engineering support, and includes the following:

1. Project Management – Prepare monthly invoices, review field observation reports, and serve as the point of contact and coordinator between the contractor, Fishbeck field and office staff, and City staff.
2. Progress Meetings – Arrange and attend the preconstruction meeting onsite, attend up to 24 bi-weekly progress meeting (12 conference calls, and 12 onsite), and a virtual final closeout meeting.
3. Schedules and Reports – Review contractor's proposed project schedule and schedule of values. Review materials testing reports for compliance with the Contract Documents.
4. Shop Drawing Submittals – Collect, review, and track all project submittals received from the contractor, including certification documenting American Iron and Steel compliance in accordance with EPA's State Revolving Fund programs.
5. Requests for Information (RFIs) – Respond in writing to the contractor's RFIs, issue clarifications to the Contract Documents, and prepare elementary and supplementary sketches to resolve field conditions encountered, as applicable.
6. Construction Progress Site Visits – Up to a total of 12 site visits will be conducted by a member of design team or other qualified personnel, as needed, dependent on the progress of the work. The purpose of the site visits will be to observe the work for conformity of construction with the Contract Documents, observe general quality of the work, and notify the contractor and City of any work not in conformance.
7. Bulletins/Change Orders – Issue up to four bulletins and review the subsequent Change Orders for approval. Change Orders will be reviewed in accordance with the General Conditions.
8. Pay Requests – Review contractor's applications for payment and supporting documentation, recommend disposition of work orders for changes to the Construction Contract, along with the periodic and final payment to the contractor.
9. Punch List Observation of Completed Work – Visit the site to review the work to evaluate substantial completion and issue a Punch List describing remaining or deficient work items to the contractor.
10. Record Drawings – Collect redline drawings from the contractor and update the design drawings as necessary to document the final as-built conditions. Provide PDF files for electronic record, and two full-size hard copies.
11. Project Closeout – Provide Project Closeout assistance to the City. Collect and review contractor's Project Closeout documents.

Task 2 – Construction Observation

Task 2 will provide Project Representative (PR) services at the site to observe the work. The services under this proposal are based on 2,000 hours and travel expenses over 50 weeks.

1. The PR will generally be onsite on a part-time basis when the contractor is performing work onsite. The frequency and duration of visits will adjust based on the type of work being completed, ranging from three to five days a week. The PR will visit the site during active construction, up to the substantial completion date.

2. The PR will observe work performed by the contractor and will act as the liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as the primary liaison between the contractor and the City.
3. The PR will attend the progress meetings.
4. For issues involving a deviation from the Contract Documents, the PR will communicate with the appropriate Fishbeck staff, who will then provide direction to the contractor regarding how to proceed.
5. The PR will provide daily reports and photographs documenting, in detail, the work completed that day, and in general, the work completed since the last visit. The PR will also document the contractor's presence onsite, weather conditions, and issues that may arise.
6. The PR will conduct wage rate interviews, review contractor certified payrolls, and verify compliance with Davis-Bacon prevailing wage requirements.

Assumptions

Assumptions used in the development of this proposal are presented here for the City's review and consideration. Our intent is to identify items that could affect the scope of the project and the related fees known at the time of submitting the proposal. There may be additional items that arise over the course of the project that could affect the scope and fees. Fishbeck will review issues with the City as they arise, and where changes are warranted, negotiate in good faith with City. This proposal is based on the following assumptions:

1. No property surveys, easements, or construction staking is included in this proposal.
2. This proposal is based on the contractor's tentative project schedule starting onsite in the spring of 2023 and anticipated construction efforts through final completion in April 2024.
3. The City will hire a third party directly for any material testing required in accordance with the specifications.

Project Schedule

The preconstruction meeting is expected to be scheduled immediately following issuance of the notice of award to the contractor. Construction field activities are expected to begin March 2023. The schedule will be driven by equipment fabrication and delivery, weather accessibility for installation of outdoor equipment, and adequate time for installation and startup.

Professional Services Fees

Fishbeck proposes to provide the services outlined herein on an hourly plus expenses basis for an amount not to exceed Four Hundred Ninety-Nine Thousand Dollars ($499,000). The fee breakdown by task is as follows:

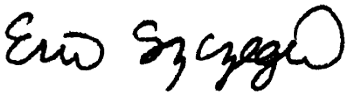
Task 1 – Construction Administration	$204,500
Task 2 – Construction Observation	$294,500
Total Estimated Fee	**$499,000**

Authorization

If you concur with our scope of services, please prepare a contract for our review and acceptance. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

By email
Copy: Chandra Willinger – City of Jackson
Trent Stockman – City of Jackson
Jeffrey J. Brown, PE – Fishbeck

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

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July 25, 2022
Project No. 210403

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Proposal for Professional Engineering Services
WWTP CWSRF 2022 Improvements

Dear Mike:

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- Installation of process valves piping.
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- Install new openings and enlarge existing openings in the Blower Building to accommodate mechanical equipment.
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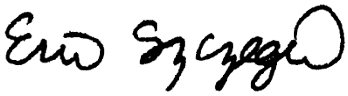
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Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

By email
Copy: Chandra Willinger – City of Jackson
Trent Stockman – City of Jackson
Jeffrey J. Brown, PE – Fishbeck

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer J. Hitt, Director of Police and Fire Services

DATE: August 9, 2022

RECOMMENDATION: Acceptance of Bid by RW Mercer

SUMMARY

In January 2022, the City Council approved the allocation of $40,500 in American Rescue Plan Act (ARPA) funds for the services of the Covalle Group Architects. These services included the design and planning of site improvements to the Jackson Fire Department Station #2 located at 1906 S. Milwaukee St. In July 2022, bids were solicited and received based on the Covalle Group's suggestions. I recommend accepting the low bid of $646,040 submitted by RW Mercer Company, a Jackson County company.

BUDGETARY CONSIDERATIONS

The Finance Department reserved ARPA funds for this work so the funds would be available in the event this project was approved by the City Council.

HISTORY, BACKGROUND and DISCUSSION

Station #2 has been dormant and unoccupied since 2011 when budgetary concerns caused a reduction in staff and consolidation of services to the Central Station at 518 N. Jackson St. Station #2 was reopened in January 2022, with the understanding upgrades and renovations would be needed.

DISCUSSION OF THE ISSUE

The Jackson Fire Department would like to accept the low bid by RW Mercer for upgrades and renovations which would include electrical, mechanical, and structural improvements.

POSITION

I recommend accepting the bid by RW Mercer.

ATTACHMENTS

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Renovations and Upgrades to Jackson Fire Department Station #2

Recommendation:

Accept bid by RW Mercer Company

Attached is a memorandum from Director Elmer Hitt regarding the needed upgrades and renovations to the Fire Station at 1906 S. Milwaukee.

I recommend accepting the bid by RW Mercer. Your consideration and concurrence is appreciated.

JACKSON MICHIGAN
Founded 1829

BID TABULATION
FOR
FIRE STATION 2 BUILDING REMODEL
JULY 7, 2022

	RW MERCER COMPANY 2322 Brooklyn Rd. Jackson, MI 49203	**CROSS CONSTRUCTION GROUP** 34133 Schoolcraft Rd. Livonia, MI 48150	**MOORE TROSPER CONSTRUCTION CO.** 4224 Keller Rd. Holt, MI 48842	**LASALLE CONSTRUCTION SERVICES** 30375 Northwestern Highway Farmington Hills, MI 48334
Lump sum bid for Fire Station Building Remodel per specifications	$ 646,040.00	$ 767,777.00	$ 821,600.00	$ 834,000.00
ALTERNATE 1: DEDUCT All Site Work	$ 40,858.00	$ 230,000.00	$ 285,000.00	$ 251,430.00
ALTERNATE 2: DEDUCT All work relating to the women's restroom 109	$ 197,192.00	$ 25,000.00	$ 4,000.00	$ 35,235.00

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan Date: 7/7/2022

In compliance with your invitation for bids dated **May 31, 2022** to perform **FIRE**

STATION 2 BUILDING REMODEL

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of R.W. Mercer Company
   organized and existing under the laws of the State of Michigan
   with offices at 2322 Brooklyn Road, Jackson, MI 49203
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38 - 2120488

(Corporate Seal, if applicable) Name of Bidder: R.W. Mercer Company

Signed By: _____

Its: Tracy Saylor, Vice President

BID SHEET

DATE:

PROPOSAL FOR: FIRE STATION 2 BUILDING REMODEL

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
ADDENDUM #1	6/10/2022
ADDENDUM #2	6/30/2022

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DESCRIPTION	**LUMP SUM BID**
Lump sum bid for Fire Station Building Remodel per specifications	$646,040.00
LUMP SUM BID WRITTEN OUT: Six Hundred Forty-Six Thousand, Forty Dollars	

DEDUCTS		
DEDUCT 1	All site work	($197,192.00)
DEDUCT 2	All work relating to the women's restroom 109	($40,858.00)

Submitted Bid:	$646,040.00
Labor Costs:	$323,020.00
Materials Costs:	$258,416.00
Equipment Costs:	$64,604.00
Possible Change Orders:	AT THIS TIME RWM DOES NOT ANTICIPATE ANY CHANGES TO THE WORK RESULTING IN ADDITIONAL COSTS.

Bidder's Name:	R.W. Mercer Company
Address:	2322 Brooklyn Road
City, State, Zip:	Jackson, MI 49203

Telephone:	(517) 787-2960
Fax:	(517) 787-1960
Email Address:	tracy@rwmercer.com
Federal ID Number:	38-2120488
Bid Signed By:	Print or Type
Title:	Vice President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By_____ Its_____Vice President_____

CONTRACT COMPLIANCE

DATE: May 31, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

R.W. Mercer Company certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment R.W. Mercer Company understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 7/7/2022

By: R.W. Mercer Company
(Bidder's Name)

By: _____
(Signature)

By: Tracy Saylor, Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 49203
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: R.W. Mercer Company

ADDRESS: 2322 Brooklyn Road

Jackson, MI 49203

SIGNED BY: _____

TITLE: Vice President

DATE: 7/7/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 7/7/2022

By: Tracy Saylor
(Bidder's Name)

By: _____
(Signature)

By: Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Tracy Saylor, being first duly sworn, deposed and says that:

1. He is Vice President of, R.W. Mercer Company the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 7/7/2022 By: R.W. Mercer Company
(Company)

By: _____
(Title)

Subscribed and sworn to before me, a Notary Public, this 7th day of July, 20 22.

_____

Notary Public, Jackson County,
My commission expires:_____

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

UPON REQUEST

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I,_____Tracy Saylor_____an authorized representative of _R.W. Mercer Company_ am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated _____7/7/2022_____ _____
Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Tracy Saylor	R.W. Mercer Company
Telephone	Email Address
(517) 787-2960	tracy@rwmercer.com

Contract or matter pending with the City:

_____

_____

I, Tracy Saylor, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated: July 7th, 2022

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 7th day of July, 2022,
By _____.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercer.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercer.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercer.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercer.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

CRITERIA 3:

State and local licenses and license numbers held by your organization:

Residential Contractor's License 2102177902

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Electrical apprentice program - petroleum construction
Manufacturer training/certification - various
OSHA; CPR/First Aid, etc - yearly training

CRITERIA 4:

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

Confirmed

CRITERIA 5:

Verification that the bidder is in compliance 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.

Confirmed

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_x_ NONE

CRITERIA 9:

Disclosure of 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.

_____ NONE

Please refer to attached.

Criteria #6 – Evidence of Experience

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.

Surety Bonding & Insurance Group
5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobil: 517-256-2597
sigkurowski@msn.com

January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: $1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of $15,000,000/ $25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL COLUMBUS, OHIO SURETY USE ONLY

We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms	$1,500	Abated on site
			Fall protection	$1,500	Abated on site
			Fixed and portable ladders	$0	Corrected during inspection
			Electrical installations (cords)	$0	Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	$0	Corrected during inspection
2018					
None					
2019					
None					
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder	$1,000	Corrected during inspection
			Workers exposted to material hazard of materials being attached to guardrail of Aerial Work Platform	$0	Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual Inspection Not on site	$0	Zero fee citation; abated

CRITERIA 10:

Disclosure 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.

_x_ NONE

CRITERIA 11:

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.

Name: Please refer to attached; insurance renewal in progress.	Walton Insurance Group
Type of Coverage:	General Liability, Auto, Worker's Comp
Telephone:	(517) 787 - 2600

Are you self-insured for Worker's Compensation Insurance? Yes_____ No__X__

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
R.W. Mercer Co. 2322 Brooklyn Road PO Box 180 Jackson MI 49204-0180	INSURER A: EMCASCO Insurance Co	21407
	INSURER B: Employers Mutual Casualty Company	21415
	INSURER C: Safety National Casualty Corp	15105
	INSURER D: Crum & Forster Speciality Insurance Co	44520
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2232324362 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability X X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			3X42633	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			3E42633	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			3J42633	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			RWMER-C	5/1/2022	5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liab			CPL113232	8/1/2021	8/1/2022	claim limit	$3,000,000
B	Installation Floater			3C42633	8/1/2021	8/1/2022		$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage Criteria #11

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ethan Harris/KCORD

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The ACORD name and logo are registered marks of ACORD

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

_x_ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Acknowledged

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

CRITERIA 18:

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

Please refer to attached.

Criteria #18 – Qualifications of Management and Supervisory Personnel

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

CRITERIA 19 (ATTACHMENT REQUIRED): Please see attachment to Criteria 18

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Confirmed

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

R.W. MERCER CO.
TRUST, PERFORMANCE, AND PRIDE!

Criteria #22

Below is a *partial* list of general construction/construction management/design/build projects currently under construction and completed (by volume).

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	$4,300,000	08/18

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	$1,500,000	02/10

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

N/A

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

_____ Yes

_____ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration. (applies to RWM personnel)

_x_ Yes _____ No

WALTON INSURANCE GROUP
RELATIONSHIP ▾ PROTECTION ▾ INNOVATION

Criteria #24

May 11, 2022

To whom it may concern:

RE: R.W. Mercer Co.
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

5/1/22-23	.76
5/1/21-22	.73
5/1/20-21	.73

If you have any questions, please let us know.

Sincerely,

Kathy Corden

Kathy Corden
Account Manager

2929 Spring Arbor Rd, PO Box 3029, Jackson, MI 49204 517-787-2600 800-837-2601

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status N/A

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

R.W. Mercer Co. will solicit local participation and utilize bids that meet the project requirements.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. N/A

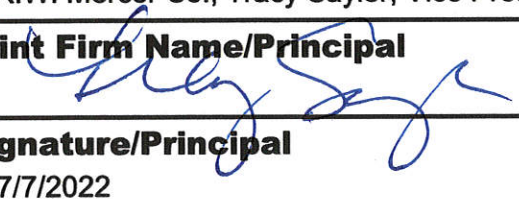
CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

R.W. Mercer Co. will provide equal employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, pregnancy and gender identity, national origin, age, disability, veteran status, height, weight, marital status, familial status, arrest record, genetic information or any other basis prohibited by law. We will ensure that we maintain our commitment to reviewing all aspects of employment, including but not limited to recruitment, hiring, selection, placement, retention, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training, to identify and eliminate barriers to providing all persons equal employment opportunity.

R.W. Mercer Co.; Tracy Saylor, Vice President/General Manager

Print Firm Name/Principal



Signature/Principal

7/7/2022

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	$646,040.00
Labor Costs:	$323,020.00
Materials Costs:	$258,416.00
Equipment Costs:	$64,604.00
Possible Change Orders:	AT THIS TIME RWM DOES NOT ANTICIPATE ANY CHANGES TO THE WORK RESULTING IN ADDITIONAL COSTS.

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

CONTRACTOR NAME R.W. Mercer Company

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: **Award for Parking Lot Crack Fill, Sealcoating and Line Painting Contract**

Recommendation:

> **Approval of an award for the Parking Lot Crack Fill, Sealcoating and Line Painting contract to Wolverine Sealcoating, LLC of Jackson, Michigan at a cost of $25,933.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding an award for contract described above.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E., City Engineer

DATE: August 9, 2022

RECOMMENDATION: **Approval of an award for the Parking Lot Crack Fill, Sealcoating and Line Painting contract to Wolverine Sealcoating, LLC of Jackson, Michigan at a cost of $25,933.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

SUMMARY

On July 25, 2022 bids were opened in the Purchasing Department for the Parking Lot Crack Fill, Sealcoating and Line Painting contract. The project consists of crack filling, sealcoating and/or line painting in city parking lots 3, 5, 8, 9, 9A, 14 and 20.

BUDGETARY CONSIDERATIONS

Bids were as follows:

Company	Bid
Wolverine Sealcoating LLC, Jackson, MI	$25,933.00
Farrell Executive Sealcoating, Inc., Jackson, MI	$27,000.00
K&B Asphalt Sealcoating, Inc., Adrian, MI	$31,185.00

This project will be paid out of Parking Funds.

HISTORY, BACKGROUND and DISCUSSION

The City has 11 parking lots in the downtown not including those used by Consumers Energy. Periodically the City has maintenance performed in these lots.

DISCUSSION OF THE ISSUE

This contract is for crack filling, sealcoating and/or line painting in city parking lots 3, 5, 8, 9, 9A, 14 and 20.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the Parking Lot Crack Fill, Sealcoating and Line Painting contract be awarded to Wolverine Sealcoating, LLC of Jackson, Michigan, for a cost of $25,933.00. We also request that the Mayor and City Clerk be authorized to execute the appropriate documents.

JACKSON MICHIGAN
Founded 1829

BID TABULATION
FOR
PARKING LOT CRACK FILL, SEALCOATING AND LINE PAINTING
JULY 25, 2022

		WOLVERINE SEALCOATING LLC 3235 COUNTY FARM RD. JACKSON, MI 49201	**FARRELL EXECUTIVE SEALCOATING INC.** PO BOX 41668 JACKSON, MI 49204	**K&B ASPHALT SEALCOATING, INC.** 120 N. MAIN ST., UNIT A ADRIAN, MI 49221
DESCRIPTION		**TOTAL COST**	**TOTAL COST**	**TOTAL COST**
Parking lot 3	Parking lot line painting per specifications	725.00	1400.00	678.00
Parking Lot 5	Parking lot crack fill, sealcoating and line painting per specifications	5330.00	5200.00	4774.00
Parking Lot 8	Parking lot crack fill, sealcoating and line painting per specifications	6324.00	5700.00	7383.00
Parking Lot 9	Parking lot crack fill, sealcoating and line painting per specifications	3604.00	4600.00	5925.00
Parking Lot 9a	Parking lot crack fill, sealcoating and line painting per specifications	3600.00	1800.00	3597.00
Parking Lot 14	Parking lot line painting per specifications	250.00	1500.00	500.00
Parking Lot 20	Parking lot crack fill, sealcoating and line painting per specifications	6100.00	6800.00	8328.00
	TOTAL BID	25933.00	27000.00	31185.00
				Parking Lot 5 - No crack fill included Parking Lot 14 - Existing liknes will be blacked out

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 09, 2022

SUBJECT: **Change Order 1 to the Miscellaneous Construction contract with Bailey Excavating, Inc.**

Recommendation:

> **Approve Change Order 1 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of $49,160.57 for asphalt pavement patching on High Street from Losey Drive to Executive Drive and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 to the Miscellaneous Construction contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E., City Engineer

DATE: August 09, 2022

RECOMMENDATION: **Approve Change Order 1 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of $49,160.57 for asphalt pavement patching on High Street from Losey Drive to Executive Drive and authorize the City Manager and City Engineer to execute the appropriate document.**

SUMMARY

The attached Change Order 1 will add items for asphalt pavement patching on E High Street between Losey Avenue and Executive Drive.

BUDGETARY CONSIDERATIONS

This change order represents an increase of $49,160.57, bringing the current contract amount to $428,525.34.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2022, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of $379,364.77. The original contract was for sidewalk construction on Morrell, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood from Lydia to Steward.

DISCUSSION OF THE ISSUE

The patching included in this Change Order 1 is for surface defects on E High Street between Losey Avenue and Executive Drive. This section of E High Street is major streets that are structurally sound. The proposed preventative maintenance work will extend the service life of the pavement and help maintain its structural integrity.

The work included in this Change Order 1 was let as a standalone contract in July of 2021. No bids were received at that time. As there is still a need for the work, it is now being added by Change Order to the existing Miscellaneous Construction contract with Bailey Excavating.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

ENG22-13 MISCELLANEOUS CONSTRUCTION
CHANGE ORDER NUMBER 1
FOR HIGH STREET HMA PATCHING FROM LOSEY TO EXECUTIVE

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
	1077060	Mobilization, HMA Patching	0.00	2,500.00	2,500.00	Dlr	$ 1.00	$ 2,500.00	$ -
	2087050	Erosion Control, Inlet Protection, Grate Filter, HMA Patching	0.00	3.00	3.00	Ea	$ 125.00	$ 375.00	$ -
	5010002	Cold Milling HMA Surface, HMA Patching	0.00	1,622.00	1,622.00	Syd	$ 8.42	$ 13,657.24	$ -
	5010033	HMA, 13A, HMA Patching	0.00	183.00	183.00	Ton	$ 145.51	$ 26,628.33	$ -
	4037050	Utility Structure Cover, Adj, Case 1, Modified, HMA Patching	0.00	4.00	4.00	Ea	$ 650.00	$ 2,600.00	$ -
	4037050	Utility Structure, Temp Lowering, Modified, HMA Patching	0.00	4.00	4.00	Ea	$ 475.00	$ 1,900.00	$ -
	8127060	Minor Traf Devices, HMA Patching	0.00	1,500.00	1,500.00	Dlr	$ 1.00	$ 1,500.00	$ -
							Total:	$ 49,160.57	$ -
							Net Change:	$ 49,160.57	
							Current Contract Amount:	$ 379,364.77	
							Revised Contract Amount:	$ 428,525.34	

CHANGE ORDER NO. 1
To Contract for
ENG22-13 Miscellaneous Construction
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 379,364.77**
CHANGE ORDER NO. 1	**$ 49,160.57**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 428,525.34**

REASON FOR CHANGE:

To add items for asphalt patching on E High Street between Losey Avenue and Executive Drive.

CONTRACT COMPLETION:

The contract completion date remains November 11, 2022.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc. Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

SUBJECT: **Approval of the Contract Award for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount of $1,135,750 to be funded by the City Local Recovery Funds under the American Rescue Plan Act.**

Recommendation:

Approve the contract for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount $1,135,750 to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: August 9, 2022

RECOMMENDATION: Approve the contract for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount $1,135,750 to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

SUMMARY

The City of Jackson's Water Plant has four clarifiers that are crucial in the Lime/Soda Ash softening and Coagulation/Flocculation/Sedimentation processes in the treatment of the City's water supply. These clarifiers are used to soften the water and settle out turbidity. The existing coating of these clarifiers exceeded its expected life many years ago. The steel beams in these clarifiers will also be replaced as part of this project as the steel structures have begun to deteriorate significantly. It cannot be overstated that this project is long overdue and pertinent to the treatment of the City's water supply.

BUDGETARY CONSIDERATIONS

The City's Local Recovery Funds under the American Rescue Plan Act will fund this project. The City received bids from the following contractors:

Company	Bid
Blastek, LLC, Middleville, MI	$ 1,135,750
JK of Michigan, Jackson, MI	$ 1,576,631
Allied Mechanical Services, Inc., Grand Rapids, MI	$ 2,051,500

Bid evaluation criteria is part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Blastek, LLC	25	15	20	5	5	70
JK of Michigan	20	10	15	5	10	60
Allied Mechanical Services, Inc.	0	25	20	15	5	65

HISTORY, BACKGROUND and DISCUSSION

The Water Treatment Plant's clarifiers used in the water treatment process have been in need of repair and painting for quite some time. The four clarifiers were last painted in 1997 and 1998, which is well past the expected life of the painted coatings. During an inspection in 2015, Dixon Engineering discovered corrosion at and above the water line, at that time they recommended the sandblasting, painting, and restoration to be completed in one to two years. In the 2020 clarifier inspection, Dixon Engineering again recommended sandblasting and recoating all of the steel in the clarifiers due to extensive corrosion.

Beginning in 2010, the Water Treatment Plant's maintenance staff had begun trying to make minor repairs and painting of the corrosion issues at the water line. In recent years during routine clarifier cleaning operations, the maintenance staff have found chunks of steel falling off into the clarifiers. Given the nature of the clarifiers being submerged in water, the inspection findings indicating blistering of the painted coatings, as well as the areas of exposed metal with rapid deterioration it is crucial that we proceed with this project in order for the City's Water Treatment Plant to continue to produce safe drinking water.

The repainting and miscellaneous repairs of the four clarifiers was originally budgeted for the previous fiscal year. However, we would like to utilize the City's funds from the American Rescue Plan Act (ARPA) to aid in the reduction of the cost burden to the system's users. The clarifiers used in the water treatment process are vital to the Water Treatment Plant, as we have demonstrated above. It is our position in Public Works that this is a perfect project for use of the ARPA funding and it is exactly what ARPA was meant to be used for.

POSITIONS

I recommend Council approve the contract for the Water Treatment Plant Repainting of Four Clarifiers and Miscellaneous Repairs to Blastek, LLC of Middleville, MI in the amount $1,135,750, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

BID TABULATION
FOR
REPAINT FOUR CLARIFIERS AND
MISCELLANEOUS REPAIRS - REBID #2
JULY 14, 2022

	BLASTEK LLC 43 122ND AVE. MIDDLEVILLE, MI 49344	**JK OF MICHIGAN** 3201 W. MICHIGAN AVE. JACKSON, MI 49202	**ALLIED MECHANICAL SERVICES, INC.** 3860 ROGER B. CHAFFEE MEMORIAL BLVD. SE GRAND RAPIDS, MI 49548
A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 03 00 00:			
1. CRACK REPAIR - 20 FT.	$ 4,200.00	$ 2,500.00	$ 2,000.00
B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 05 00 00:			They Have included $115,000.00 for Cathodic Protection
1. CATWALK BEAM REPLACEMENT - PRIMARY CLARIFIER EAST (2 BEAMS)	$ 107,800.00	$ 100,000.00	$ 115,000.00
2. WEIR REPLACEMENT - PRIMARY CLARIFIER EAST	$ 32,375.00	$ 100,000.00	$ 75,000.00
3. WEIR REPLACEMENT - SECONDARY CLARIFIER EAST	$ 32,375.00	$ 125,000.00	$ 125,000.00
4. WEIR REPLACEMENT - PRIMARY CLARIFIER WEST	$ 32,375.00	$ 100,000.00	$ 75,000.00
5. WEIR REPLACEMENT - SECONDARY CLARIFIER WEST	$ 32,375.00	$ 125,000.00	$ 125,000.00

BID TABULATION
FOR
REPAINT FOUR CLARIFIERS AND
MISCELLANEOUS REPAIRS - REBID #2
JULY 14, 2022

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 03 00 00:			
1. CRACK REPAIR - 20 FT.	$ 4,200.00	$ 2,500.00	$ 2,000.00
6. PIPE U-BOLT AND HANGING SUPPORT REPLACMENET - PRIMARY CLARIFIER EAST	$ 1,250.00	$ 15,000.00	$ 20,000.00
7. PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT - SECONDARY CLARIFIER EAST	$ 1,250.00	$ 15,000.00	$ 20,000.00
8. PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT - PRIMARY CLARIFIER WEST	$ 1,250.00	$ 15,000.00	$ 20,000.00
9. PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT - SECONDARY CLARIFIER WEST	$ 1,250.00	$ 15,000.00	$ 20,000.00
10. CHANNEL REPLACEMENT - PRIMARY CLARIFIER WEST	$ 5,560.00	$ 5,000.00	$ 5,000.00
11. LIME TROUGH REPLACEMENT - PRIMARY CLARIFIER EAST	$ 7,450.00	$ 19,000.00	$ 20,000.00
12. LIME TROUGH REPLACMENET - PRIMARY CLARIFIER WEST	$ 7,450.00	$ 19,000.00	$ 20,000.00
13. DRAIN PIPE REMOVAL - PRIMARY CLARIFIER EAST	$ 3,520.00	$ 25,000.00	$ 30,000.00
14. DRAIN PIPE REMOVAL - PRIMARY CLARIFIER WEST	$ 3,520.00	$ 25,000.00	$ 30,000.00
15. TROUGH STEEL REPLACEMENT - PRIMARY CLARIFIER EAST	$ 1,250.00	$ 2,000.00	$ 2,500.00

JACKSON MICHIGAN
Founded 1829

BID TABULATION
FOR
REPAINT FOUR CLARIFIERS AND
MISCELLANEOUS REPAIRS - REBID #2
JULY 14, 2022

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 03 00 00:			
1. CRACK REPAIR - 20 FT.	$ 4,200.00	$ 2,500.00	$ 2,000.00
16. TROUGH STEEL REPLACEMENT - SECONDARY CLARIFIER WEST	$ 1,250.00	$ 2,000.00	$ 2,500.00
17. STEEL REPLACEMENT CONTIGNENCY - 1 SQ. FT.	$ 500.00	$ 1,000.00	$ 1,000.00
18. PIT WELDING - 20 SQ. IN.	$ 1,000.00	$ 3,000.00	$ 2,000.00
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #18	$ 273,800.00	$ 711,000.00	$ 823,000.00
C. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 09 00 00:			
1. STEEL REPAINTING - PRIMARY CLARIFIER EAST	$ 149,200.00	$ 188,032.75	$ 250,000.00
2. 30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER EAST	$ 5,625.00	$ 5,000.00	$ 20,000.00
3. PIT FILLING - 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER EAST	$ 4,750.00	$ 5,000.00	$ 50,000.00
4. PERIMETER HANDRAIL REPAINTING - PRIMARY CLARIFIER EAST	$ 15,000.00	$ 7,500.00	$ 10,000.00
5. STEEL REPAINTING - SECONDARY CLARIFIER WEST	$ 226,300.00	$ 208,032.75	$ 260,000.00

BID TABULATION
FOR
REPAINT FOUR CLARIFIERS AND
MISCELLANEOUS REPAIRS - REBID #2
JULY 14, 2022

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values - Section 03 00 00:			
1. CRACK REPAIR - 20 FT.	$ 4,200.00	$ 2,500.00	$ 2,000.00
6. PERIMETER HANDRAIL REPAINTING - SECONDARY CLARIFIER EAST	$ 20,000.00	$ 7,500.00	$ 11,000.00
7. STEEL REPAINTING - PRIMARY CLARIFIER WEST	$ 149,200.00	$ 188,032.75	$ 250,000.00
8. PERIMETER HANDRAIL REPAINTING - PRIMARY CLARIFIER WEST	$ 15,000.00	$ 12,000.00	$ 20,000.00
9. 30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER WEST	$ 4,750.00	$ 10,000.00	$ 25,000.00
10. PIT FILLING - 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER WEST	$ 5,625.00	$ 10,000.00	$ 50,000.00
11. STEEL REPAINTING - SECONDARY CLARIFIER WEST	$ 226,300.00	$ 208,032.75	$ 260,000.00
12. PERIMETER HANDRAIL REPAINTING - SECONDARY CLARIFIER WEST	$ 20,000.00	$ 7,500.00	$ 13,000.00
13. FILTER GALLERY AHNDRAIL REPAINTING	$ 16,000.00	$ 6,500.00	$ 7,500.00
TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #13:	$ 857,750.00	$ 863,131.00	$ 1,226,500.00
TOTAL PRICE SECTION 03 00 00, 05 00 00 AND 09 00 00:			
SECTION 03 00 00	$ 4,200.00	$ 2,500.00	$ 2,000.00
SECTION 05 00 00	$ 273,800.00	$ 711,000.00	$ 823,000.00
SECTION 09 00 00	$ 857,750.00	$ 863,131.00	$ 1,226,500.00
PROJECT TOTAL:	$ 1,135,750.00	$ 1,576,631.00	$ 2,051,500.00




















Walker Brewing











Bid Bond

AIA Document A310™ – 2010

Bid Bond No. GR26302

CONTRACTOR:
(Name, legal status and address)

BLASTEK LLC

43 122nd Ave.
Shelbyville, MI 49344

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson

161 W Michigan Ave
Jackson, MI 49201

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)

Industrial Painting & Steel Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of July 2022.

(Witness)

(Witness) Karla K. Heffron

BLASTEK LLC
(Principal) Eric S Waddell (Seal)

(Title)

Granite Re, Inc.
(Surety) Connie Smith (Seal)

(Title) Connie Smith, Attorney-in-fact

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061110

ASHLEY S. LANTINGA
NOTARY PUBLIC, STATE OF MI
COUNTY OF BARRY
MY COMMISSION EXPIRES Apr 14, 2023
ACTING IN COUNTY OF BARRY

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 13th day of July, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 7-14-2022

In compliance with your invitation for bids dated **June 23, 2022** to perform **REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2**

in the City of Jackson, the undersigned, a(n)

X 1. individual, resident of PO BOX 443 Middleville MI 49333
doing business as ~~BIASTECH~~
at ~~PO BOX~~ 443 Middleville

2. partnership, consisting of _____
and _____
under the firm name of _____

3. corporation by the name of BIASTECH
organized and existing under the laws of the State of MI
with offices at PO BOX 443 Middleville MI 49333
(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 46-3956781

(Corporate Seal, if applicable)

Name of Bidder: BIASTECH LLC

Signed By: Erin Waddell

Its: President

BID SHEET

DATE:

PROPOSAL FOR: REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 03 00 00:		
1. CRACK REPAIR – 20 FT.		$ 4,200
B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:		
1	CATWALK BEAM REPLACEMENT – PRIMARY CLARIFIER EAST (2 BEAMS)	$ 107,800
2	WEIR REPLACEMENT – PRIMARY CLARIFIER EAST	$ 32,375

3	WEIR REPLACEMENT – SECONDARY CLARIFIER EAST	$ 32,375
4	WEIR REPLACEMENT – PRIMARY CLARIFIER WEST	$ 32,375
5	WEIR REPLACEMENT – SECONDARY CLARIFIER WEST	$ 32,375
6	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER EAST	$ 1,250
7	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER EAST	$ 1,250
8	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER WEST	$ 1,250
9	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER WEST	$ 1,250
10	CHANNEL REPLACEMENT – PRIMARY CLARIFIER WEST	$ 5,560
11	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER EAST	$ 7,450
12	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER WEST	$ 7,450
13	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER EAST	$ 3,520
14	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER WEST	$ 3,520
15	TROUGH STEEL REPLACEMENT – PRIMARY CLARIFIER EAST	$ 1,250
16	TROUGH STEEL REPLACEMENT – SECONDARY CLARIFIER WEST	$ 1,250
17	STEEL REPLACEMENT CONTINGENCY - 1 SQ. FT.	$ 500
18	PIT WELDING – 20 SQ. IN.	$ 1000
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #18:		$ 273,800

C. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:		
1	STEEL REPAINTING – PRIMARY CLARIFIER EAST	$ 149,200
2	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER EAST	$ 5,625
3	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER EAST	$ 4,750
4	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER EAST	$ 15,000
5	STEEL REPAINTING – SECONDARY CLARIFIER EAST	$ 226,300
6	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER EAST	$ 20,000
7	STEEL REPAINTING – PRIMARY CLARIFIER WEST	$ 149,200
8	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER WEST	$ 15,000
9	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER WEST	$ 4,750
10	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER WEST	$ 5,625
11	STEEL REPAINTING – SECONDARY CLARIFIER WEST	$ 226,300
12	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER WEST	$ 20,000
13	FILTER GALLERY HANDRAIL REPAINTING	$ 16,000
TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #13:		$ 857,750
TOTAL PRICE SECTION 03 00 00, 05 00 00 and 09 00 00:		
SECTION 03 00 00:		$ 41,200
SECTION 05 00 00:		$ 273,800

SECTION 09 00 00:	$ 857,750
PROJECT TOTAL:	$ 1,135,750.00

Bidder's Name:	BIASTEK LLC
Address:	PO BOX 443
City, State, Zip:	Middleville MI 49333
Telephone:	616 - 570 - 7826
Fax:	NA
Email Address:	finance@blastekllc.com
Federal ID Number:	46 - 3986781
Bid Signed By:	Erin Waddell Print or Type
Title:	President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Erin Waddell Its President

CONTRACT COMPLIANCE

DATE: June 23, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

BMAffleck Eric Waddell certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment BMAffleck Eric Waddell understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 7-14-2022

By: Eric Waddell /BMAffleck
(Bidder's Name)

By: Eric Waddell
(Signature)

By: President
(Title)

PO BOX 443
Address

Middleville MI
City

MI 49333
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: BIASTEK LLC

ADDRESS: PO BOX 443
Middleville, MI 49333

SIGNED BY: Eric Wadden - Eric Wadden

TITLE: President

DATE: 7-14-2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 7-14-2022 By: Eric Waddell - Blaster
(Bidder's Name)

By: Eric Waddell
(Signature)

By: President
(Title)

PO Box 443
Address

Middleville
City

MI 49333
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Barry)

Eric Waddell, being first duly sworn, deposed and says that:

1. He is Eric Waddell of, Blastek LLC - the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 7-14-2022 By: Blastek LLC
(Company)

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 14th day of July, 2022.

ASHLEY E. LANTINGA
NOTARY PUBLIC, STATE OF MI
COUNTY OF BARRY
MY COMMISSION EXPIRES Apr 14, 2023
ACTING IN COUNTY OF Barry

Ashley E. Lantinga

Notary Public, Barry County,

My commission expires: April 14, 2023

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

1) W Soule - Steel Repair
5175 Kings Highway
Kalamazoo, MI 49048

2) Corrpro Water Works - Cathodic protection
1055 W Smith Rd
Medina, OH 44256

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Eric Waddell an authorized representative of BMA Steel am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 7-14-2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Eric Waddell	Company Blasteq
Telephone 616 570 7826	Email Address eric@blasteqllc.com

Contract or matter pending with the City:

Clarifier Rebid

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

[1] Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

[2] Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☑ None of the above apply.

Dated:

Erin Waddell
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 14th day of June, 2022
By Ashley E Lantinga.

Ashley E Lantinga

ASHLEY E. LANTINGA
NOTARY PUBLIC, STATE OF MI
COUNTY OF BARRY
MY COMMISSION EXPIRES Apr 14, 2023
ACTING IN COUNTY OF Barry

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	BIASTEK
ADDRESS:	PO BOX 443
CITY, STATE, ZIP:	Middleville MI 49333
TELEPHONE:	616 570 7826
OFFICERS:	
President: Eric Waddell	Email Address: eric@biastekllc.com
Vice President: Mitch Martin	Email Address: mitch@biastekllc.com
Secretary: JANENA FISER	Email Address: JANELLA F @ biastekLLC.com
Treasurer: Grace Waddell	Email Address: Admin@biastekllc.com

CRITERIA 2:	
How many years has your organization been in business under your present firm name?	10
PARENT COMPANY NAME:	BIASTEK LLC
STREET ADDRESS:	PO BOX 443
CITY, STATE, ZIP CODE:	Middleville MI 49333
UNDER CURRENT MANAGEMENT SINCE (DATE):	Beginning

CRITERIA 3:

State and local licenses and license numbers held by your organization:

Lead Abatement Supervisor - P-006753 (Eric)

NACE CIP - 105247 (Eric)

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

N/A

CRITERIA 4:

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

Yes

CRITERIA 5:

Verification that the bidder is in compliance 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

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of 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.

☑ NONE

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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.

Name:	VAN WYK
Type of Coverage:	Gen liability, Umbrella, Pollution
Telephone:	616 942 5070

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

All labor equipment & Materials are Backed By Standard Warranty for this Contract.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

We Agree to this Citing

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

We Agree to this citiria.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Eric @ blastekllc.com

Eric Waddell

CRITERIA 18:

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

Eric Waddell - 10 yrs Industrial Painting
- NACE CIP #1

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Available upon Request

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

We Agree to this Criteria

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

1:4

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. See Attached

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

We will use local workforce as much as possible

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

We Agree

BIASTEK - Eric Waddell

Print Firm Name/Principal

Eric Waddell

Signature/Principal

7-14-2022

Date

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

NO Forseeable CO's

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of

any such program on the bidder's previous projects.

4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not

discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

BlasTek
Blasting + Coatings

Blastek LLC
43 122nd Ave
Shelbyville, MI 49344
(616) 570-7826
finance@blastekllc.com

City of Jackson | Water Treatment Plant
161 West Michigan Ave
Jackson, MI 49201

Subject: Letter of Submittal
Re: Clarifier Rebid - Painting and Steel Repair

Dear City of Jackson Representatives,

In response to the City's request for proposals in Summer of 2022, Blastek is pleased to submit this Letter of Submittal for the project of the Turbine Repaint Project.

Blastek has a track record of completing industrial coatings projects on time, within budget, and according to work scope. Our diverse and extensive experience in advanced surface prep coupled with our proficiency in the application of industrial coatings makes us well suited for this project. Partnering with Blastek, you will find that we have put together a team that is focused on raising the bar for the industry, one that will deliver a quality project to the City centered on safety, schedule, value, and innovation.

Blastek was founded in 2013 by Mitch Martin and Eric Waddell. Although both in college at the time, Martin and Waddell were introduced to the high performance coating industry by a mutual family friend. Martin and Waddell went on to form Blastek LLC committed to the idea that the industry as a whole would benefit from a company that acted as a positive and disruptive force. Today, Blastek has successfully completed numerous blasting and coatings projects with especially technical challenges, and hope to extend this experience and expertise to the Clarifier Rebid Project.

Blastek has examined the work site and understands the project. We have studied all conditions which in any way effect its proposal or the performance of the work on the project.

We look forward to serving the City on this project and appreciate your consideration during the evaluation process. If you have any further questions during this time, please contact me at 616-570-7826

Respectfully,
Blastek

Eric S. Waddell | Blastek, Partner

Eric S Waddell

UNIVERSITY OF MICHIGAN HEALTH-WEST
MICHIGAN MEDICINE

Thursday, April 21, 2022

Eric,

I wanted to take this opportunity to thank you and all the BlasTek team members for the truly remarkable job that was done in the blasting and repainting of the hospital air handlers. Not only was the quality of work wonderful, but the communication was greatly appreciated as well. No matter the time of day or night, I was always able to get answers to my questions. Working in a hospital is tough, there are a lot of best practices, compliance requirements, infection prevention requirements, and a seemingly endless list of NFPA guidelines which govern how we complete our work for the safety of patients, staff, and the public. I greatly appreciate the diligence of the BlasTek staff members in the following of these requirements.

I also wish to thank you for your patience and professionalism. When we had some internal delays and needed to change the schedule and work odd hours for the benefit of our patients, I never heard complaints but instead a can-do attitude. The area in which you worked allowed sound to travel fast, never did I receive complaints for the language used or the content of the conversations between BlasTek team members, this speaks volumes to the quality and character of the entire BlasTek team. Congratulations on a job well done, in budget, and on schedule.

Best Wishes,

Tim Van't Zelfde

Tim Van't Zelfde
Senior Project Manager
Planning/Design/Construction Team

5900 Byron Center Avenue SW | Wyoming, MI 49519
p 616.252.7200 | UofMHealthWest.org

FREDERICK CONSTRUCTION
CONSTRUCTION MANAGERS ■ GENERAL CONTRACTORS
Building On Our Reputation

120 E. Prairie Street, Suite C
Vicksburg, MI 49097
Phone: 269.349.8428
Fax: 269.475.5239
frederickconstruction.com

12-29-2020

To whom it may concern:

Our company is currently restoring The Mill at Vicksburg. The buildings are over 100 years old and have been placed on the department of interior historic register. The current size of the buildings floor plates are over 314,00 square feet. The construction types of the buildings are multi width exterior and interior brick walls, wood post and beam constructed floor plates, structural concrete column and beam floor plates, structural steel roof systems, concrete roof systems, and wood deck roof systems.

This property will become a mixed use and event venue icon in the State of Michigan.

During the design phase it was determined that all of the existing lead paint was to be removed. In the fall of 2018, our company awarded Blastek a contract for the lead abatement. This award was based on capabilities and quality first followed by total cost. As we continue to move towards the finish line in 2021, we have been delighted with our decision. Eric and his crew continually monitor and adjust their techniques to ensure that the existing brick, steel, concrete, and wood surfaces are not damage due to over blasting. We are happy to provide this recommendation and look forward to our continued relationship with Eric and his team paper mill. Should you have any questions or require any additional information please do not hesitate to contact me.

Mike Frederick LEED AP

Project Principal

Mike Frederick

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

November 18, 2020

RE: Blastek LLC. Letter of Reference

To whom it may concern;

Blastek LLC completed a coating rehabilitation project for Dixon Engineering in the spring of this year. The scope of work included the coordination of welding repairs and the complete rehabilitation of the interior coatings of a 6,000 gallon hydropneumatics potable water tank. The project required the protection of sensitive equipment during the blasting and coating application to ensure the systems continued operations while the tank was out of service. It also required Blastek to meet significant submittal requirements prior to the start of the project and a compressed deadline from the date of award to the date the tank was required to be returned to service. Although there were many challenges during the project, Eric, Mitch and his crew's were responsive to the owners requests, our approach to quality assurance and the specification requirements with a commitment of solving problems to the benefit of the project. This was Dixon's first experience working with Blastek and I look forward to the opportunity to recommend them again.

If you have any questions about the project or this reference, please contact me at 616 374-3221 ext 309

For Dixon Engineering,

Eric Binkowski
Project Manager
AWS-CWI 04040071
NACE Certified Coating Inspector – Level 3 #7126

filtration
GRfiltration.com

Matthew McDonald

11670 46th Ave, Allendale MI 49401
Phone: 231.690.1754
Email: matt.mcdonald@grfiltration.com

To Whom it my concern

Blas-Tek – Blasting Contractors Letter of Referral

For the past year GR Filtration has been using Blas-Tek LLC for multiple blasting and coatings projects. GR Filtration sends on average 1-5 projects to Blas-Tek on a weekly basis. Projects range from interior/exterior industrial tank coatings to structural steel media blasting and coatings to glass blasting stainless steel process piping.

Blas-Tek has completed every project either on schedule or ahead of schedule. They excel with every job in craftsmanship and workmanship. In my mind they are one of the leaders of the trade in the West Michigan area. Their integrity and determination to provide the best service for their customer is undoubtably one of the best I have ever seen.

I feel confident that they would be able to out perform any other contractor out there. Please feel free to reach out for any other information needed.

Thank you.

Matthew McDonald
Sales and Operations
GR Filtration
2/10/2020

Andy J. Egan Co., Inc.
100 YEARS
1919 - 2019

Headquarters
2001 Waldorf NW | Grand Rapids, MI 49544
p. 616.791.9952 or 1.800.594.9244

Regional Offices
Kalamazoo-Portage | 269.492.6662
St. Joseph-Benton Harbor | 269.210.6200

www.andyegan.com

2-07-2020

RE: BLASKTEC LLC. LETTER OF REVERAL

To Whom it may concern,

Over the last few years we have been utilizing Blastek LLC for various fabrication projects ranging from semi loads of large bore carbon steel piping to complex equipment and piping skids. They have not only meet the demanding turnaround of our projects but have also expressed great quality and workmanship. Among other things Blastek has expressed willingness to adapt to specific needs and skill sets of some of our projects.

Please feel free to contact me directly if you'd wish to discuss anything in further detail. It is my recommendation that Blastek is a more that capable painting contracting who's willing to work with their clients for a successful project.

Regards,

Chad Reed

616-893-0529

Project Manager

Andy J. Egan Co.

SHERWIN-WILLIAMS
Protective & Marine Coatings

Kyle Workman
Protective Coatings Representative
General Polymers Flooring Systems
NACE CIP Level 1 Cert #070764
616-293-0415
kyle.r.workman@sherwin.com

02/09/2020

RE: Blastek LLC Letter of Recommendation

To whom it may concern:

I have worked with Mitch Martin and Eric Waddel co-owners of Blastek since early 2017 as a coating's supplier. I have witnessed them complete firsthand multiple projects with both surface preparation and coating. These projects they successfully applied many different types of coating chemistries as supplied by Sherwin-Williams, such as Zinc rich primers, Epoxies, Polyurethanes, Alkyds, Acrylics, Polysiloxanes, and Polyaspartics. No matter the product being applied, they have demonstrated the attention to detail for both planning and executing a successful coating application.

If you have any further questions regarding this reference, please contact me.

Respectfully,

Kyle Workman
Protective Coatings Representative
Sherwin-Williams
NACE CIP Level 1 Cert #070764
Kyle.r.workman@sherwin.come

Respectfully,

VanWyk
RISK SOLUTIONS

April 11, 2022

BlasTek LLC
PO Box 443
Middleville, MI 49333

RE: Michigan Workers' Compensation Experience Modification Rate (EMR)

To Whom it May Concern,

The purpose of this letter is to confirm your experience modification rate for the current and prior two EMR rating periods. They are as follows:

EMR Rating Period	EMR
09/27/2019 - 2020	0.94
09/27/2020 – 2021	0.89
09/27/2021 – 2022	0.81

Please let me know if you have any questions.

Sincerely,

Dennis Lake
Director of Select Accounts

150 OTTAWA AVE NW • SUITE 1000 • GRAND RAPIDS, MI 49503
PHONE: 616.942.5070 • 800.7VANWYK • FAX: 616.942.8199 • INTERNET: vanwykcorp.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	VanWyk Risk Solutions 150 Ottawa Ave NW Suite 1000 Grand Rapids, MI 49503
CONTACT NAME:	Dennis Lake
PHONE (A/C, No, Ext):	616-942-5070
FAX (A/C, No):	616-942-8199
E-MAIL ADDRESS:	dennisl@vanwykcorp.com
INSURED	BlasTek, LLC 12857 Canal View Drive Wayland, MI 49348

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Homeland Insurance Company of New York	34452
INSURER B:	SECURA Insurance Company	22543
INSURER C:	Manufacturing Technology Mutual insurance Compan	10166
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7930099610002	01/28/2022	01/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,500
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3304917	05/21/2022	05/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6133810-0	01/28/2022	01/28/2023	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Pollution Liability			7930099610002	01/28/2022	01/28/2023		Occur $1,000,000 Aggr $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dixon Engineering and City of Jackson are named as Additional Insured with regards to General Liability.

Pollution Liability Deductible: $5,000

Leased/Rented Equipment Limit: $100,000
Leased/Rented Equipment Deductible: $1,000

CERTIFICATE HOLDER

Dixon Engineering
1104 Third Ave
Lake Odessa, MI 48849

City of Jackson
161 West Michigan Ave
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dennis L Yake

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J. RYAN
BONDING

7/13/2022

Eric Waddell
BLASTEK LLC
43 122nd Ave.
Shelbyville, MI 49344

Dear Eric,

Enclosed please find the attached bond(s) executed per your request.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate name(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

J. Ryan Bonding, Inc.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 07/14/2021

In compliance with your invitation for bids dated **June 23, 2022** to perform **REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Allied Mechanical Services, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 3860 Roger B. Chaffee Memorial Blvd SE, Grand Rapids MI 49548
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2606103

(Corporate Seal, if applicable)

Name of Bidder: Allied Mechanical Services, Inc.

Signed By: _____

Its: President

BID SHEET

DATE:

PROPOSAL FOR: REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 03 00 00:		
1. CRACK REPAIR – 20 FT.		$ 2,000
B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:		115,000 cathodic Protection
1	CATWALK BEAM REPLACEMENT – PRIMARY CLARIFIER EAST (2 BEAMS)	$ 115,000
2	WEIR REPLACEMENT – PRIMARY CLARIFIER EAST	$ 75,000

3	WEIR REPLACEMENT – SECONDARY CLARIFIER EAST	$ 125,000
4	WEIR REPLACEMENT – PRIMARY CLARIFIER WEST	$ 75,000
5	WEIR REPLACEMENT – SECONDARY CLARIFIER WEST	$ 125,000
6	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER EAST	$ 20,000
7	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER EAST	$ 20,000
8	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER WEST	$ 20,000
9	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER WEST	$ 20,000
10	CHANNEL REPLACEMENT – PRIMARY CLARIFIER WEST	$ 5,000
11	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER EAST	$ 20,000
12	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER WEST	$ 20,000
13	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER EAST	$ 30,000
14	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER WEST	$ 30,000
15	TROUGH STEEL REPLACEMENT – PRIMARY CLARIFIER EAST	$ 2,500
16	TROUGH STEEL REPLACEMENT – SECONDARY CLARIFIER WEST	$ 2,500
17	STEEL REPLACEMENT CONTINGENCY - 1 SQ. FT.	$ 1,000
18	PIT WELDING – 20 SQ. IN.	$ 2,000
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #18:		$ 823,000

C. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:		
1	STEEL REPAINTING – PRIMARY CLARIFIER EAST	$ 250,000
2	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER EAST	$ 20,000
3	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER EAST	$ 50,000
4	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER EAST	$ 10,000
5	STEEL REPAINTING – SECONDARY CLARIFIER EAST	$ 260,000
6	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER EAST	$ 11,000
7	STEEL REPAINTING – PRIMARY CLARIFIER WEST	$ 250,000
8	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER WEST	$ 20,000
9	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER WEST	$ 25,000
10	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER WEST	$ 50,000
11	STEEL REPAINTING – SECONDARY CLARIFIER WEST	$ 260,000
12	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER WEST	$ 13,000
13	FILTER GALLERY HANDRAIL REPAINTING	$ 7,500
TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #13:		$ 1,226,500
TOTAL PRICE SECTION 03 00 00, 05 00 00 and 09 00 00: $ 2,051,500		
SECTION 03 00 00:		$ 2,000
SECTION 05 00 00:		$ 823,000

SECTION 09 00 00:	$ 1,226,600
PROJECT TOTAL:	$ 2,061,500

Bidder's Name:	Allied Mechanical Services, Inc.
Address:	3860 Roger B. Chaffee Memorial Blvd
City, State, Zip:	Grand Rapids MI 49534
Telephone:	616-669-4800
Fax:	
Email Address:	joudbier@alliedmechanical.com
Federal ID Number:	38-2606103
Bid Signed By:	Steve Huizinga Print or Type
Title:	President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Steve Huizinga Its President

CONTRACT COMPLIANCE

DATE: June 23, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

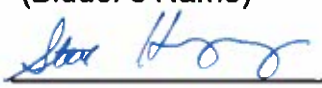
Allied Mechanical Services certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Allied Mechanical Services understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 07/14/2021

By: Allied Mechanical Services, Inc.
(Bidder's Name)

By: 
(Signature)

By: President
(Title)

3860 Roger B. Chaffee Memorial Blvd SE
Address

Grand Rapids
City

MI 49548
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Allied Mechanical Services, Inc.

ADDRESS: 3860 Roger B Chaffee Memorial Blvd. SE

Grand Rapids, MI 49548

SIGNED BY:

TITLE: President

DATE: 07/14/2021

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 07/14/2021

By: Allied Mechanical Services, Inc.
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

3860 Roger B. Chaffee Memorial Blvd. SE
Address

Grand Rapids
City

Michigan 49548
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Kent)

Steve Huizinga, being first duly sworn, deposed and says that:

1. He is President of, Allied Mechanical Services, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 07/14/2021 By: Allied Mechanical Services, Inc.
(Company)

By: [signature] President
(Title)

Subscribed and sworn to before me, a Notary Public, this 14th day of July, 2022.

[signature]

Kaitlyn E Nowlen
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires July 19, 2028
Acting In the County of Kent

Notary Public, Kent County,
My commission expires: July 19, 2028

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Steve Huizinga an authorized representative of Allied Mechanical Services, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 07/14/2021



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Steve Huizinga	Allied Mechanical Services, Inc.
Telephone 616-299-8809	Email Address shuizinga@alliedmechanical.com

Contract or matter pending with the City:

Repaint Four (4) Clarifiers and Miscellaneous Repairs- Rebid #2

I, Steve Huizinga, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated: _____

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
By _____.

_____

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Allied Mechanical Services, Inc.
ADDRESS:	3860 Roger B. Chaffee Memorial Blvd SE
CITY, STATE, ZIP:	Grand Rapids, MI 49548
TELEPHONE:	616-669-4800
OFFICERS:	
President: Steve Huizinga	Email Address: shuizinga@alliedmechanical.com
Vice President: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Secretary: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Treasurer: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:
Allied Mechanical holds the following licenses:
Mechanical State Contractor: Steve Huizinga, 7117223 Exp. Date: 8/31/22
Plumbing State Contractor: Mark Huizinga, 88004708
Michigan Master Plumber: Mark Huizinga, 8112605

See attached

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?
Allied Mechanical Services offers a US Dept. of Labor approved apprenticeship program for pipefitters. See attached.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.
Allied Mechanical Services, Inc. has not had a lapse in licensing, and does not forsee a lapse for the duration of this project. AMS guarantees that any subcontractors, employees and individuals are held to the same standard.

CRITERIA 5:

Verification that the bidder is in compliance 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.
Allied Mechanical Services Inc., verifies compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens. AMS will disclose any work visas sought or obtained on our behalf, for subcontractors or any employees and independent contractors performing any portion of the project.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of 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.

☐ NONE

In the past five years, Allied Mechanical Services had two MIOSHA citations. See Attached.

CRITERIA 10:

Disclosure 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.

☑ NONE

CRITERIA 11:

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.

Name:	HNI Risk Services of MI/Old Republic, The Continental Ins. Co, Greenwich Insurance Company
Type of Coverage:	Commercial General Liability, Automobile, Workers Compensation, Professional Liability and Pollution Liability
Telephone:	616-264-3002

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:
See attached Fitness for Duty Program

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See Attached

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
Allied Mechanical Services affirms that all craft employees on this project will be paid current wage rates and fringe benefits required under all federal, state and local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.
Allied Mechanical Services acknowledge the obligation of ordinance compliance in each contract and subcontract on this project.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.
At the time of bidding, Allied Mechanical Services does not foresee any change orders to complete the project.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.
Allied Mechanical Services, Inc. has a history of excellence and talent in all roles. The following attachments indicate the experience for each team member.
Harold Immekus- Project Manager
Dave Stuart- Site Foreman
Steve Huizinga- President
James Oudbier- Estimator
Please see attached resumes and licenses to verify qualifications.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
Allied Mechanical has systems for QA/QC that result in projects completing on time and on budget. Attached is a sample log.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
Allied Mechanical Services has a long history of completing projects economically, efficiently and continuously without interruption. AMS excels at meeting project timelines within budget, this project will be no different.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Allied Mechanical intends to use both journeypeople and apprentices at a ratio of 1:2

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
Allied Mechanical Services Inc., is an established mechanical contractor that strives to hire from the communities it serves.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Allied Mechanical makes every effort to provide Equal Employment Opportunities beyond Federal, State or Local laws. AMS does not discriminate against employees or applicants with regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Allied Mechanical Services, Inc.

Print Firm Name/Principal

President

Signature/Principal

07/14/2021

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	$2,051,500
Labor Costs:	$400,000
Materials Costs:	$170,000
Equipment Costs:	NA
Subcontractor	$1,481,500
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of

any such program on the bidder's previous projects.

4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not

discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Criteria 3

July 14, 2021

To whom it may concern:

Allied Mechanical Services does not assign any tradespeople to jobsites that are not currently in a registered apprenticeship program or a certified journeyman. Each employee's growth in their profession is of high importance to AMS, and that is shown with onsite mentorship, continued training, and an annual review to discuss strengths and areas to improve reported by site foreman and project managers. Accompanying this letter is validation of our DOL registered apprenticeship program. All Sheet Metal tradespeople are members of the sheet metal workers local 7 which has their own accredited apprenticeship program.

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

Allied Mechanical Services
5688 E. ML Ave
Kalamazoo, MI 49048

FOR THE OCCUPATION OF

Occupation	RAPIDS Code	O*NET/SOC Code
Pipefitter	**0414**	**47-2152.01**

Approved by the

United States Department of Labor
Office of Apprenticeship

74 N. Washington – Room 2-1-56
Battle Creek, MI 49037

Registration Date: June 30, 2004

RAPIDS Program Number: MI010040044

Revision Date:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

AMS - Kzoo

JUL 12 2019

Received

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

Classifications: 1 , 2

License No:
7117223

Expiration Date:
08/31/2022

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

GRETCHEN WHITMER

L324774

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Mechanical Contractor License

Classifications:

1 - Hydronic & Cooling and Process Piping

2 - HVAC Equipment

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

License No.
7117223

Expiration Date:
08/31/2022

This document is duly issued under the laws of the State of Michigan

P944657

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Master Plumber License

HAROLD E IMMEKUS III
223 13TH ST
PLAINWELL, MI 49080

License No.
8111010

Expiration Date:
04/30/2025

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q160333

Boiler Installer License

JAMES R OUDBIER
3860 ROGER B CHAFFEE MEMORIAL DR SE
GRAND RAPIDS, MI 49548

License No.
316115 5B

Expiration Date:
12/31/2022

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Mechanical Contractor License

L333742

JAMES R OUDBIER
2120 CRYSTAL STONE CT
CALEDONIA, MI 49316

Classifications:

1 - Hydronic & Cooling and Process Piping

2 - HVAC Equipment

4 - Refrigeration

5 - Limited Heating Service

6 - Unlimited Heating Service

7 - Limited Refrigeration and Air Conditioning Service

8 - Unlimited Refrigeration and Air Conditioning Service

License No.
7117225

Expiration Date:
08/31/2025

This document is duly issued under the laws of the State of Michigan

ALLIED MECHANICAL SERVICES

Representative WWTP & WTP Projects

Project	Engineer	Owner	Contract $	Year of Completion
Ada Lift Station Valve Replacement & Vent Replacement	AMS	Ada TWP	$ 46,000	In Progess
GR WRRF FEW Improvements	Tetra Tech	City of Grand Rapids	$ 1,303,000	In Progess
Ott Story Ground Water Treatment Facility NPW Improv.	Fishbeck	State of Michigan	$ 88,900	In Progess
Holland WRF Clarifiers 3&4	Tetra Tech	Holland BPW	$ 1,524,000	In Progess
Big Rapids WWTP NPW Improvements	Fleis & Vandenbrink	City of Big Rapids	$ 55,500	In Progess
Delta TWP WWTP	Tetra Tech	Delta TWP	$ 20,000,525	In Progess
Delhi WWTP Instruments	HRC	City of Delhi	$ 21,500	In Progess
City of Kalamazoo Well Station 11 Filter Improvements	Fishbeck	City of Kalamazoo	$ 627,400	In Progess
Benton Harbor-St. Joe WWTP Thickened Sludge Pump	AECOM	Benton Harbor-St. Joe	$ 136,000	In Progess
GR East Paris Pump Station Valve Replacement	Fishbeck	City of Grand Rapids	$ 533,000	In Progess
Zeeland CWP Primary Clarifier Replacement	Moore & Bruggink	City of Zeeland	$ 285,211	In Progess
South Haven Blueberry Tank Valve	Fishbeck	City of South Haven	$ 151,132	In Progess
East Lansing WRRF Clarification & Aeration	Tetra Tech	City of East Lansing	$ 13,510,000	In Progess
Wyoming Donald K Shine WTP Dehumidification	Donohue & Associates	City of Wyoming	$ 1,708,000	In Progess
Ottawa County Meter Stations	Prein & Newhof	Ottawa County Road Comission	$ 68,200	In Progess
Battle Creek WWTP Headworks HVAC & Misc Improve	Jones & Henry	City of Battle Creek	$ 1,894,500	In Progess
Caledonia WWTP	FTC&H	Caledonia TWP	$ 2,748,000	In Progess
Kalamazoo Stadium Drive Valve Replacement	City of Kalamazoo	City of Kalamazoo	$ 65,402	2022
Big Rapids WWTP Screw Pump	Fleis & Vandenbrink	City of Big Rapids	$ 289,900	2022
Delhi WWTP RAS Screw Pump Bearing Replacement	AMS	City of Delhi	$ 19,758	2022
Delhi WWTP Tapping Saddles, Flow meter, & actuators	AMS	City of Delhi	$ 18,866	2022
Zeeland Clean Water Plant Solids Handling	Moore & Bruggink	City of Zeeland	$ 583,500	2022
Hastings WWTP	HRC	City of Hastings	$ 2,668,000	2021
Grand Rapids WRRF Phosphorus Recovery	Tetra Tech	City of Grand Rapids	$ 1,238,000	2021
Grand Rapids WRRF RNG	Tetra Tech	City of Grand Rapids	$ 1,205,000	2021
Grand Rapids Biodigester	Tetra Tech	City of Grand Rapids	$ 17,801,795	2021
Grand Rapids Biodigester Mixing System	Tetra Tech	City of Grand Rapids	$ 1,598,000	2021
Jackson WWTP Clarifier Launder Covers	Fishbeck	City of Jackson	$ 344,400	2022
Holland WRF Washer Compactor	AMS	Holland BPW	$ 35,452	2021
Jackson WTP Filter Pipe Gallery Improvements	Tetra Tech	City of Jackson	$ 1,165,000	2021
Delhi WWTP Valve Replacements	AMS	City of Delhi	$ 17,565	2021
Graphics Packaging Clarifier	Graphics Packaging	Graphics Packaging	$ 168,400	2021
Sun Chemical Clarifier	AMS	Sun Chemical	$ 133,520	2021
Ott Story Ground Water Treatment Facility	FTC&H	State of Michigan	$ 249,800	2021
East Lansing WRRF Solids Handling with Digestion	Tetra Tech	City of East Lansing	$ 11,320,000	2021
North Kent Sewer Authority Flow Meter Replacement	AMS	North Kent Sewer Authority	$ 5,900	2021
Ada Booster Station	Moore & Bruggink	Ada TWP	$ 234,200	2021
South Haven WWTP Clarifier Drive Replacement	AMS	City of South Haven	$ 82,000	2021
Grand Haven WWTP Blower Replacement	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 373,400	2021
East Lansing CSO RTB	HRC	City of East Lansing	$ 674,000	2021
Allendale Booster Station Improvements	Fleis & Vandenbrink	Allendale Charter TWP	$ 220,800	2021
MMPA WWTP Influent EQ Tank Ovid, MI	FTC&H	Michigan Milk Producers Association	$ 373,300	2021
Wyoming WTP FRP Tanks	City of Wyoming	City of Wyoming	$ 175,900	2021
Coopersville 60th Ave Booster	Prein & Newhof	City of Coopersville	$ 475,500	2021
South Haven WWTP Air pipe replacement	AMS	City of South Haven	$ 9,941	2020
Homer WWTP Lagoon	Civica / Moore & Bruggink	Village of Homer	$ 135,000	2020
GR LMFP Filter 1	FTC&H	City of Grand Rapids	$ 89,800	2020
Jonesville WTP	Fleis & Vandenbrink	Jonesville	$ 909,608	2020
Grand Haven WWTP Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,667,000	2020
Michigan State University WTP	FTC&H	MSU	$ 3,890,000	2020
Grand Haven WWTP Pump Station Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,216,000	2020
Wyoming Clean Water Plant Odor Control	FTC&H	City of Wyoming	$ 363,900	2019
City of Niles Primary Clarifier Replacement	AMS	City of Niles	$ 170,000	2018
Coldwater WWTP Plant Improvements	FTC&H	City of Coldwater	$ 2,390,000	2018
City of Holland WTP	No Engineer- Worked Directly with City	City of Holland	$ 135,000	2018
Jamestown Hudsonville Booster Station	Vriesman & Korhorn	City of Jamestown	$ 425,000	2018
City of Niles Secondary Clarifier Replacemant	AMS	City of Niles	$ 154,000	2017
City of Ionia WWTP Secondary Clarifier Replacement	FTC&H	City of Ionia	$ 436,980	2017
City of Holland Waverly Booster Station	FTC&H	City of Holland	$ 326,000	2016
City of Grand Rapids Coldbrook Pump Station	FTC&H	City of Grand Rapids	$ 346,000	2013
Allendale WWTP	Fleis & Vandenbrink	City of Allendale	$ 1,094,000	2013
Grandville Clean Water Plant Renovations	Moore & Bruggink	City of Grandville	$ 8,000,000	2013

Mancelona WWTP Plant Upgrades	Gourdie Frashier	Mancelona Area Water & Sewer Authority	$ 307,000	2012
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 140,000	2012
South Haven Water Treatment	FTC&H	City of South Haven	$ 3,100,000	2011
St. Joseph Shorewell	FTC&H	City of St. Joseph	$ 1,009,220	2011
St Joseph Filtration Plant	FTC&H	City of St. Joseph	$ 225,000	2011
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 197,000	2010
City of Kalamazoo Aeration	Jones & Henry	City of Kalamazoo	$ 7,314,000	2010
D.K. Shine Water Treatment Plant	Black &Veatch	City of Wyoming	$ 24,000,000	2010
City of Grand Rapids WWTP	Tetra Tech	City of Grand Rapids	$ 165,000	2010
Zeeland Clean Water Plant	Moore & Bruggink	City of Zeeland	$ 633,000	2010
City of Kentwood Actuator Replacement	Prein & Newhoff	City of Kentwood	$ 42,000	2010
Muskegon County WW Management	Prein & Newhoff	Muskegon County	$ 540,000	2010
Niles WWTP	FTC&H	City of Niles	$ 3,080,000	2010
Grand Haven Biological Phosphorus Treatment	FTC&H	City of Grand Haven	$ 208,000	2008
Rockhill Pump Station	Prein & Newhof	Plainfield Township	$ 156,000	2008
Market Street Storm Water Pump Station	FTC&H	City of Grand Rapids	$ 403,000	2008
City Wyoming Clean Water Plant	Black &Veatch	City of Wyoming	$ 8,812,000	2007
Kalamzoo WWTP Fine Screens	Jones & Henry	City of Kalamzoo	$ 1,104,000	2006
Remembrance Road Lift Station	Moore & Bruggink	City of Grand Rapids	$ 169,000	2006
Andrews University WWTP	Engineer W&W Engineering	Andrews University	$ 775,000	2005
City of Battle Creek WWTP - New Headworks	Jones & Henry	City of Battle Creek	$ 4,160,000	2005
City of Battle Creek WWTP Chlorination Project	Jones & Henry	City of Battle Creek	$ 450,000	2004
Plainwell WWTP Digester Upgrades	Fleis & Vandenbrink CM	City of Plainwell	$ 382,000	2004
City of Battle Creek WWTP Sludge Conveyance Project	Jones & Henry	City of Battle Creek	$ 515,000	2003
Northwest Ottawa Lift Station	Prein & Newhof	Ottawa County Road Comission	$ 690,000	2001

July 14, 2021

Re: Allied Mechanical project documentation of extra costs, timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and contract defaults.

Allied Mechanical Services has an extensive history of completing projects on time and within budget without sacrificing quality. Our approach to all projects starts with an attitude of communication, efficiency, and cost effectiveness, which stems from our range of experience meeting various project requirements in our many years of service.

CHRISTMAN
SINCE 1894

January 1, 2018

Mr. John Huizinga
Allied Mechanical Services, Inc.
5688 East ML Avenue
Kalamazoo, MI 49048

RE: Letter of Recommendation

Dear John:

It has been my pleasure to work together with Allied Mechanical throughout the last 15 years. Allied has proven to be an outstanding partner from maintenance items to complete mechanical on our larger and more complex projects where your expertise and talents can reach their largest return. I wanted to take the time to thank you and your team for helping to enhance and ensure success on our projects and with our clients.

The expertise your team brings to the table from both the office and field sets you apart from your competition. Projects like the Western Michigan University College of Engineering and Applied Sciences ($70 million), the Spectrum Health Blodgett Campus Hospital Bed Tower and Surgery Addition ($50 million) and various projects at Michigan Street Development ($250 million) have allowed our teams to work together with great success. Each of these projects was large and complex, with tight schedules and included complex renovations-all of which required strong site leadership.

We have been able to take advantage of your problem solving and engineering ingenuity for our clients and on some of our development to maximize our value. We have had many successful projects working in collaboration through Building Information Modeling (BIM) to improve our schedule and reduce the overall costs of our projects. Your companies experience with controls and design that you can handle in house has helped train and educate all of your staff to be problem solvers and work as a team.

Each of the individuals that I have gotten to know over the years has made a lasting impression. The culture at Allied Mechanical puts the team's success first and allows a collaborative and positive experience. The site team from the foreman to each individual on site is extremely cooperative with our staff and other subcontractors that set our projects up for success. When we all work together, it is easy for us both to be successful.

We look forward to a long lasting relationship and many more successes.

Thank you,

The Christman Company

Brian C. Crissman, LEED AP, AVS
Project Executive

DAVID CHAPMAN AGENCY

Making Insurance and Bonds Easy

April 4, 2022

Allied Mechanical Services, Inc
PO Box 2587
Kalamazoo, MI 49003

RE: Bond Reference

To Whom It May Concern:

It has been the privilege of the David Chapman Agency, Inc and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Allied Mechanical Services, Inc. for many years. During that time we have had excellent experience. All projects have been completed, and all obligations have been met. In our opinion Allied Mechanical Services, Inc remains properly financed, well equipped, and capably managed.

We evaluate every project based upon its own merits, and the opinion of Allied Mechanical Services, Inc. However, at the present time, we have a Fifty Million single project and One Hundred Million aggregate surety program for this customer. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability to you or affiliates if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A++ (XV) by A.M. Best's Company.

Sincerely,

Cloyd W Barnes

Cloyd W Barnes
Attorney-in-Fact

5700 W. Mount Hope Hwy. Lansing, MI 48917
517.321.4600
www.DavidChapmanAgency.com

ALLIED MECHANICAL SERVICES, INC.

2018 Citation

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical submitted an appeal for MIOSHA to reduce or drop the citation. Allied Mechanical felt that the violation was incorrectly categorized as a "Serious" violation as it did not fit the definition of a "Serious" violation. MIOSHA agreed to settlement of the contested citation and the citation was reduced from "Serious" to "Other than Serious."

Sincerely,

Dan Nielsen
Safety Director

ALLIED MECHANICAL SERVICES, INC.

2018 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. A company wide toolbox talk was administered on proper mobile equipment operation while on the jobsite. This included safe transportation of employees and material across the jobsite using correct mobile equipment. It was expressed to employees that riding on loads, fenders, running boards, sideboards, tailgates, or equipment will not be tolerated and is a direct violation of Allied Mechanical Services Safety and Health Policy.

Sincerely,

Dan Nielsen
Safety Director

2019 Citation

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result, two violations were cited as "Serious", Citation #1, Item #1a and Citation #1, Item #1b. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical filed a petition for modification and/or dismissal of the citations issued. MIOSHA agreed to settlement and Citation #1, Item #1b was vacated. Citation #1, Item #1a petition was denied and the proposed penalty was reaffirmed. As a result, a fine of $2,940 was paid to MIOSHA.

Sincerely,

Dan Nielsen
Safety Director

ALLIED MECHANICAL SERVICES, INC.

2019 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. From this point forward, a revised approach to ladder safety was implemented for all new hires as well as refresher training for all existing employees on correct ladder usage. Training included proper ladder selection, inspection, set up, securement, 3 points of contact, etc.

Sincerely,

Dan Nielsen
Safety Director

To whom it may concern:

Allied Mechanical Services employs all our plumbers and pipefitters as direct employees. Currently, we do not foresee any conflicting labor schedules. If any unseen circumstances require temporary workers, Allied Mechanical participates in labor sharing with other trade contractors with trade specific trained professionals. Allied Mechanical makes these statements based on project schedule and our manpower forecast. Labor is then reserved for the duration of the project. Allied Mechanical does not misclassify its employees as independent contractors.

Substance Abuse Policy

Policy Statement

Allied Mechanical Services (AMS) and Subsidiaries recognizes the national concerns on drug abuse, as demonstrated by the Drug Free Workplace Act and regulations promulgated pursuant to that Act by the U.S. Department of Transportation, Defense and other Federal agencies which require federal contractors to establish drug testing programs. AMS and Subsidiaries recognizes the similar concern over alcohol use on the job and abuse of legal substances of all sorts.

Purposes of the Policy

Alcohol and drug abuse is a problem that results in injury to employees, decreased productivity, increased worker's compensation and health care costs, plus increased tool and material costs.

As a result, action must be taken to work effectively to preserve the integrity of the work site and the safety and health of all employees. The Policy is established to:

1. promote a safe work environment for employees, other contractors, owners and the public;
2. protect employee and Company property;
3. increase productivity; and
4. enhance operational security.

Application

1. This Policy applies to all AMS and Subsidiaries job classifications, including management and owner employees.
2. At times, other companies and general contractors on specific jobs may establish drug and alcohol policies and or rules which must be accepted by AMS and Subsidiaries as part of its obligations and expectations. In situations where such rules and/or policies have been established and have been agreed to by AMS and Subsidiaries as part of its obligations, these rules and policies will be strictly adhered to by AMS and Subsidiaries and all its employees who are working on the particular job involved. These rules and/or policies may include, but are not limited to, pre-employment, on the job, or random testing; removal of AMS and Subsidiaries employees from the job for reasonable suspicion of drug or alcohol use; inspection of AMS and Subsidiaries property and that of its employees when present on the job sites; and other rules or policies established for this general purpose.

When Policy Applies

The Policy shall apply to AMS and Subsidiaries employees when they are on AMS and Subsidiaries "time" or on AMS and Subsidiaries "premises." AMS and Subsidiaries "premises" is defined for the purposes of this Policy as all property, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles (as driver or passenger), whether owned, leased or used by AMS and Subsidiaries and the job sites of all those customers using AMS and Subsidiaries construction and maintenance services. AMS and Subsidiaries "time" is defined as any period when an AMS and Subsidiaries employee is on duty, is performing, expected to be performing, whether or not the employee is at his/her assigned work location.

The Policy also prohibits the use of "prohibited substances" (as defined in Section F) while off AMS and Subsidiaries time or premises if such use in any way affects the employee's ability to safely or competently perform his/her job.

Any off-the-job conduct resulting in a criminal drug statue conviction will be considered a violation of this policy and may result in disciplinary action. In deciding what actions to take, AMS and Subsidiaries will
consider the nature and circumstances of the conviction, employee's work record, length of service and other relevant factors.

Prohibited Conduct

1. Unauthorized use, possession, manufacture, distribution dispensation or sale of a prohibited substance on AMS and Subsidiaries time or premises.
2. Storing a prohibited substance in a locker, desk, lunch container, automobile or other repository on AMS and Subsidiaries premises.
3. Being under the influence of an illegal drug, controlled substance or alcohol on AMS and Subsidiaries time or premises. "Under the influence" of alcohol is defined as a breath alcohol concentration of equal to or greater than 0.02%. "Under the influence" of a controlled substance or illegal drug is defined as testing positive at a professionally recognized mg/ml level of the "panel 10" list which is attached and incorporated into this Policy.
4. Possession, use, manufacture, distribution, dispensation or sale of a prohibited substance off AMS and Subsidiaries time or premises that adversely affects the employee's work performance, his own or others' safety at work.
5. Substituting or adulterating any body substance specimen or sample fluid submitted for testing. Any form of tampering or substitution shall constitute a refusal to be tested and subject an employee to discharge.
6. Refusing consent to testing or to submit a urine, breath or other sample for testing without valid medical explanation when requested by AMS and Subsidiaries consistent with the requirements of this Policy.
7. Refusing to submit to an inspection when requested by AMS and Subsidiaries or an owner or general contractor consistent with the requirements of this Policy.
8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
9. Conviction under any criminal drug statute under circumstances which adversely affect AMS and Subsidiaries' regard or reputation in the community.
10. Failure to report to AMS and Subsidiaries the use of a prescribed or over the counter drug which may alter the employee's behavior or physical or mental ability to safely perform work activities.
11. Refusing to acknowledge in writing receipt of AMS and Subsidiaries' Substance Abuse Policy.

Prohibited Substances are defined as:

1. Illegal drugs and other controlled substances (including trace amounts).
2. Alcohol, which is defined as alcoholic beverages and any beverage, mixture or preparation, including medication, containing alcohol.
3. Prescription drugs which are known to or may impair a person's work performance or are not being used for its intended purpose or in its prescribed or recommended manner or quantity -- except as provided in Section VII.

Prescription Drugs and Other Medications

1. Employee Responsibility. Employees using prescription drugs or using over-the-counter medications which may impair work performance are responsible for being aware of any potential effects such substances may have on their judgment or ability to perform duties and for reporting such use to their supervisor prior to beginning work. If an employee fails to comply with the prescription restrictions stated in the Policy, neither a physician's prescription nor other medical reason will be an acceptable excuse. Violations of this Section shall be treated as any other violation under this Policy.

Supervisors and Union officials shall maintain the strict confidentiality of any information regarding an employee's use of prescription or over-the-counter drugs.

2. Affirmative Duties.

a. Employees shall inform the supervisor prior to starting work of the need to use prescribed drugs which have the potential to impair job performance.

b. Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician.

c. Employees shall possess only enough medication for a twenty four hour period. AMS and Subsidiaries at all times reserves the right to have its Company physician determine if a prescription drug or over-the-counter medication impairs work performance and may restrict the employee's work activity accordingly.

Implementation and Enforcement of Policy

The following procedures will be employed to assure compliance with the Policy:

1. Testing. Employees or potential employees will be requested to submit samples for substance testing, including, but not limited to, urine, saliva, blood, plasma, breath, hair follicle or other generally accepted testing procedures in the following circumstances:

a. As a condition of consideration for employment.

b. As a condition of being assigned to a job site where the contractor or owner requires pre-assignment testing of AMS and Subsidiaries employees.

c. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has used or that use of prohibited substances has impaired the employee's ability to competently or safely perform work. An employee who is selected for reasonable suspicion testing is considered unqualified to work and will be placed on immediate unpaid suspension pending the results of the tests. If the test are negative, the employee will be paid for all lost wages incurred during the period of suspension, and his or her personnel file shall be updated to reflect reversal of suspension.

d. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has unauthorized possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances on AMS and Subsidiaries time or premises.

e. Following an accident or incident on AMS and Subsidiaries time and premises in which AMS and Subsidiaries is reasonably assured that safety precautions have been violated or AMS and Subsidiaries is reasonably assured that the employee engaged in careless acts or behavior, or where any employee's performance was a contributing factor in an accident resulting in personal injury or property.

f. While an employee is subject to a Last Chance Agreement.

g. AMS and Subsidiaries will random test only where local, state, and Federal laws require, in "Last Chance Agreements where specified, and as otherwise specified in this policy. Random testing may also be conducted on employees who are assigned to work sites where the requirements of the general contractor or owner require AMS and Subsidiaries employees to participate in such testing. Assignment to such jobs shall constitute notice to and acceptance by the employee of their obligation to participate in such programs.

Testing Procedures

1. Any laboratory used for testing shall be licensed and be in good standing with the State of Michigan. In addition, such laboratory shall follow the guidelines of the National Institute of Drug Abuse and the U.S. Department of Health and Human Services. In addition, the laboratory shall be willing to explain its procedures, be subject to reasonable inspection by AMS and Subsidiaries and Union and be willing to provide expert testimony.
2. All test samples shall be collected in a manner to protect:
   a. Personal privacy.
   b. Proper chain of custody and identification.
   c. Against tampering.
3. All initial positive test results shall be confirmed by the GCIMS test or its equivalent.
4. The affected employee will be given a copy of the test results. Test result confidentiality shall be strictly maintained and made available only on a need to know basis or when required by law.
5. The affected employee will be advised of positive results by medical "personnel and have the opportunity to provide an explanation. The affected employee shall have the right to have his/her sample independently retest by an approved laboratory of his/her choice at his/her expense. If the independent retest does not indicate a positive test result, the employee shall be reinstated as soon as possible to work with full back pay and benefits.
6. Pre-Employment Testing. Consideration for employment at AMS and Subsidiaries is contingent upon submitting to a substance screening test. Employment applicants will be required to sign a substance screening test consent form allowing (1) AMS and Subsidiaries to administer the substance screening test and (2) the release of test results from the independent laboratory retained by AMS and Subsidiaries to analyze the specimen. Applicants that test positive on the substance screening test shall be given the opportunity to explain their positive test result. Only explanations that can be verified by reference to information provided on the substance screening test consent form will qualify an employee for further consideration. AMS and Subsidiaries retains sole discretion to accept or reject such explanations. AMS and Subsidiaries hires only those applicants that (1) test negative, or (2) are able to explain their positive test result, to AMS and Subsidiaries' satisfaction, based on information disclosed on the substance screening test consent form.

Consequences of A Policy Violation

AMS and Subsidiaries reserves the right to impose disciplinary action, up to and including discharge, upon an employee who violates any provision of this Policy.

Investigation

1. Searches. Employees, while on AMS and Subsidiaries' "premises," shall be required as a condition of employment to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or other repositories, when AMS and Subsidiaries has reasonable suspicion to believe that an employee has used, possesses or is concealing, transporting, promoting, selling or manufacturing unauthorized, illegal or prohibited substances as defined in this Policy. AMS and Subsidiaries reserves the right to inspect the contents of any Company property being used by the employee at any time.
2. Employee Privacy. Testing and searches will be conducted with due regard for the personal privacy of each employee.

Refusal to Submit to Tests or Searches

No employee search or substance test will be conducted without the employee's consent. However, an employee that refuses to submit to a search or test within the scope of this Policy will be subject to disciplinary action up to and including discharge.

Substance Abuse Problems and Last Chance Agreements

1. An employee who test positive following a properly implemented drug screening procedure, as set forth in this Policy, under normal circumstances in the discretion of AMS and Subsidiaries, but without precedent to any future incident which this or any other employee, may be offered the opportunity to enter into a Last Chance Agreement. The primary objective of the Last Chance Agreement is to help rehabilitate an employee who has or may develop alcohol, drug dependency health or behavioral problems. As part of the Last Chance process, an employee will be referred to an employee assistance program or to some form of inpatient or outpatient treatment program.

   Regardless, such a referral does not insulate the referred employee from the responsibility when at work to abide by all terms and conditions of employment.

2. AMS and Subsidiaries shall have the sole discretion to determine whether or not to allow the employee to continue working while undergoing treatment or counseling. Upon completion of the approved counseling center program, and provided there is work available, the employee shall be reinstated to his/her former position of employment.

3. During the period of treatment and/or counseling and upon return to work following completion of treatment and or counseling the employee shall be subject to random mandatory drug testing for a period of twelve (12) months.

4. The Last Chance Agreement shall provide that an employee testing positive for substance abuse may return to employment at AMS and Subsidiaries only under the following conditions:

   a. The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.

   b. The employee must successfully complete a treatment protocols recommended to the employee and AMS and Subsidiaries

   c. The employee must agree to submit to unannounced random testing for the duration of the treatment plus twelve (12) months following completion of the treatment.

   d. An employee returning to work under a Last Chance Agreement will be subject to immediate discharge without recourse for any violation of this Policy including, but not limited to, a positive drug test result, alcohol test result of 0.02 or greater or refusal to test.

   e. An employee who successfully completes the treatment or counseling program and who is returned to work will be encouraged to contact and avail him/herself of the AMS and Subsidiaries Employee Assistance Program for assistance and support on a self-referral basis.

WARRANTY

Allied Mechanical Services, Inc. hereby warrants that all work performed, or materials furnished in the construction of the above referenced project, pursuant to our contract, shall be free of defects of faulty workmanship and/or materials per the time period mentioned in specifications.

Upon written notice of any defects resulting from faulty workmanship or material within the above time period, Allied Mechanical Services, Inc. will correct or replace same within a reasonable period of time.

This warranty shall not cover defects resulting from damage not caused by the defect, negligence, normal wear and tear, or failure to follow maintenance or operating instructions. Under no circumstance will Allied Mechanical Services, Inc. be liable for incidental or consequential damage.

Criteria 18

HAROLD IMMEKUS

PROJECT MANAGER

ALLIED MECHANICAL SERVICES

EDUCATION

Licened Auto Mechanic… 1985
Completed plumbing apprenticeship..1988

CERTIFICATIONS

Licensed Master Plumber
Certified Welder (Tig & Stick)
Confined Space
Med Gas
First Aid

Harold has been a part of the AMS team since 1988 and in the plumbing trade for 37 years. Throughout his time with AMS, Harold has held the roles of Pipefitter, Plumber, Field Forman, Superintendent and has been in the Project Manager role since 1998. During his Career, Harold has held his Master Plumber's license as well as continued his education through workshops to stay current on the trade. Harold's specialty is maintaining reoccurring customer accounts including process piping, pharmaceutical, Production, and Steam and Condensate.

RECENT EXPERIENCE

- East Lansing WRRF Clarification & Aeration
- East Lansing WRRF Solids Handling with Digestion
- Zoetis Chilled Water & Comp Air Expansion
- Brembo New Foundry Facility
- Abbott Nutrition Frigid Water Expansion
- WMU Chemistry Building
- WMU College of Engineering and Science
- WMU Campus Steam Tunnel Projects

DAVE STUART

PROJECT SUPERINTENDENT

ALLIED MECHANICAL SERVICES

Dave joined Allied Mechanical Services in 1991 as an apprentice, and completed the program in 1995. He is a state licensed journeyman plumber who has been a site superintendent since 1997 with an expansive knowledge of wastewater projects.

CERTIFICATIONS

- Licensed Journeyman Plumber
- Licensed Med gas Installer/Brazer
- OSHA 10hr Training
- OSHA 30hr Training
- Skytrack/Forklift
- Scaffolding
- Aerial/Scissor lifts
- Asbestos awareness
- Confined Space

RECENT EXPERIENCE

- Jackson WWTP Clarifier Launder Covers
- Jackson WTP Filter Pipe Gallery Improvements
- Jonesville WTP
- Homer WWTP Lagoon
- Albion College Misc. Projects
- Charles River Archives Central Shipping

JAMES OUDBIER

ESTIMATOR

ALLIED MECHANICAL SERVICES

James has been estimating a variety of mechanical projects for over 17 years. He has considerable knowledge of the mechanical contracting industry and specializes in Water & Waste Water Treatment Plant work.

RECENT EXPERIENCE

- Grand Rapids WRRF Biodigester (Design Build)
- Grand Rapids WRRF Biodigester Mixing System (Design Build)
- Wyoming Clean Water Plant Odor Control
- MSU Water Treatment Plant
- Grand Haven WWTP Improvements
- Grand Haven Pump Station Improvements

EDUCATION & CERTIFICATIONS

HVACR Engineering Technology 2005

Ferris State University, Bachelor of Science

Mechanical Contractor's License with classifications 1, 2, 4, 5, 6, 7, 8

Boiler Installer's License – 5B

EPA Universal Technician as required by 40CFR part 82 subpart F

DAN NIELSEN

SAFETY DIRECTOR

ALLIED MECHANICAL SERVICES

EDUCATION

Grand Valley State University

Bachelor's Degree in Occupational Safety and Health Management

CERTIFICATION

Graduate Safety Practitioner (GSP) designation through the Board of Certified Safety Professionals.

Dan plays a crucial role in the safety of all AMS employees both in our shops as well as on our various jobsites. Dan brings with him extensive safety experience in a multitude of facilities and jobsites, both creating and managing safety programs. His attention to detail, ability to demonstrate active listening, and attentiveness on all jobsites and in both shops have created a safer environment for not only our team, but also companies around us.

RECENT EXPERIENCE

- Graphic Packaging
- Western Michigan University Student Center
- Various Pfizer Projects
- East Lansing Wastewater
- Hastings Wastewater
- Grand Rapids Phosphorus Recovery
- Grand Rapids Renewable Natural Gas
- Metro Health – Allendale
- Borgess Hospital
- Ludington Elementary

References from individuals/Entities:

Nick Mangas
City of Jackson
nmangas@cityofjackson.org
517-788-4073

Bill Poelma
wpoelma@grand-rapids.mi.us
616-334-7876

The City of EL WRRF contact from Tetra Tech is Brent Bode
brent.bode@tetratech.com
(616) 262-4203

Ada Booster station:
Jacob Bruggink
616-363-9801
jbruggink@mbce.com

Coopersville Booster station:
Larry Erhardt Jr. with Skye Construction
lerhardtjr3@msn.com
616-915-5279

Brian Phillips
Fishbeck
MSU WTP
616-443-9915
bdphillips@ftch.com

Quality Control Log

	Compan	Item	Location	Solution	Date Identified	Date Resolved	Ready for Review?	Reviewed by/Date	Comments
1	AMS	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	All equipment connections are complete. Any lines needing adjustment have been addressed.
2	AMS	Additional hangers needed or adjusted.	Throughout site.	Add hangers or adjust hangers as needed when piping is connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	Hangers have been adjusted/added where needed.
3	AMS	Mains not square	2C, Corridor H_222	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
4	AMS	Mains not square, branch lines not level.	2C, Open Office 28100	Plumb hangers up, adjust mains as needed. Adjust hangers as needed.	8/20/18	11/8/18	Yes	jb 2/1/19	
5	AMS	CHW lines need to be re-positioned.	2C, Corridor H_226	Sqaure up and reposition lines in hangers.	8/20/18	8/30/18	Yes	jb 2/1/19	
6	AMS	Mains not square	2C, Open Office 27000	Plumb hangers up, adjust mains as	8/20/18	9/7/18	Yes	jb 2/1/19	
7	AMS	2" HHW lines not straight.	1C, Rm 17030	Plumb hangers up, square lines up.	8/20/18	9/12/18	Yes	jb 2/1/19	
8	AMS	2.5" HHW mains not straight.	1C, H_116 corridor	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
9	AMS	Protect FCU, square unit up.	1A, FCU-1116	Cover unit and square up/adjust hangers as needed.	8/20/18	8/30/18	Yes	jb 2/1/19	
10	AMS	Lowpoint drain not square	1 E near womens R_109	Square valve up to main.	8/21/18	9/12/18	Yes	jb 2/26/19	
11	AMS	Lines not square (former storm clash)	1F, near STU-13001_1	Repipe branch line as needed.	8/21/18	9/20/19	Yes		
12	AMS	Line not square	1G near stairwell	Square line up as needed.	8/22/18	12/3/18	Yes	jb 4/3/19	
13	AMS	Clash with conduit	3E near Elec #_303	Investigate w/ Buist, repipe if needed.	8/22/18	8/30/18	Yes	jb 3/1/2019	
14	AMS	Line feeding AHU-11 not	3F near risers to AHU-11	Re-weld and square line up as needed.	8/22/18	9/13/18	Yes	jb 4/3/19	
15	AMS	Insulation clearance issue with sprinkler.	3G near Collab 32032	Investigate w/ Total and repipe as needed.	8/22/18	8/30/18	Yes	jb 3/1/19	
16	AMS	Carbon riser feeding AHU-17 not plumb.	3G feeding AHU-17	Adjust riser as needed.	8/22/18	8/31/18	Yes	jb 2/26/19	
17	AMS	Missing strut clamps.	3G near stairwell.	Add strut clamps.	8/22/18	9/6/18	Yes	jb 2/1/19	
18	RCM	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	9/20/19	Yes		
19	RCM	Adjust varous hangers	Throughout site.	Adjust/plumb hangers up when connected to equipment.	8/20/18	9/20/19	Yes		
20	RCM	P-traps not supported	LL- Multiple locations	Add hangers on p-traps	8/21/18	4/25/19	Yes	jb 5/6/19	All p-traps are supported throughout site
21	RCM	Support various storm clean outs	Throughout site	Install hanger at wye/cleanout	8/21/18	4/30/19	Yes	jb 8/14/19	All wye/cleanouts are supported throughout site
22	RCM	Pipes not straight or supported to wall	1A- rm 15010	Secure to wall and straighten.	8/21/18	8/29/18	Yes	jb 4/10/19	
23	RCM	Piping not straight to N. wall	1A- rm 15052	Straighten lines and secure to wall	8/21/18	8/30/18	Yes	jb 3/1/2019	
24	RCM	VTR riser not plumb	1A- rm 15054	Plumb riser	8/21/18	8/30/18	Yes	jb 4/3/19	
25	RCM	Air line not plumb	1A- rm15057	Plumb air line	8/21/18	8/30/18	Yes	jb 4/3/19	
26	RCM	Additional couplings	1A- rm 06009	Repipe as needed .	8/21/18	8/30/18	Yes	jb 8/31/18	
27	RCM	Pipe not in wall	1C- @ col 18C	Move pipe into framing around column	8/22/18	9/14/18	Yes	jb 2/13/19	
28	RCM	Pipe not properly supported	2A- corr @ col 4C	Add hanger on 8" 90	8/22/18	9/6/18	Yes	jb 4/15/19	
29	RCM	Pipe pushed out of wall for framing	2A- corr @ col 4D	Re-install lines into framing around column	8/22/18	9/6/18	Yes	jb 2/13/19	Verified lines are back within framing on 9-6-18
30	RCM	Pipe not properly supported	2A- corr H 214	Add hanger on 6" 90	8/22/18	10/4/18	Yes	jb 2/13/19	
31	RCM	Pipe not properly supported	2B- corr H 219 @ col 9B	Add hanger on 6" 90	8/22/18	9/12/18	Yes	jb 2/13/19	
32	RCM	Unistrut out of chase	2B- 26026	Relocate unistrut into chase	8/22/18	9/7/18	Yes	jb 9/7/18	
33	RCM	Additional couplings	3F- corr H 303	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
34	RCM	Additional couplings	3E - rm 33000	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
35	RCM	Pipe not in wall	1E- rm R 110	Move pipe into wall	8/22/2018	8/29/2018	Yes	jb 8/31/18	
36	RCM	Multiple couplings in bathroom group water piping.	2E/F, Mens R_205, Womens R_204	Repipe bathroom group to eliminate excess couplings	8/16/2018	1/8/2019	Yes	jb 1/11/19	Bathroom group has been
37	RCM	Pipe not properly supported	1E - rm 14000	Add hanger on 8" 90	8/22/2018	9/6/2018	Yes	jb 4/15/19	
38	AMS	Lowpoint drains needed	Bsmnt. Rm 05002	Cut tee's in place & install l.p. drains.	9/7/2018	9/12/2018	Yes	jb 5/3/19	
39	AMS	Touchup paint roof AHU's	PD/WP Roofs	Clean units and re-paint as needed.	9/17/2018				9/20 UPDATE: Unit touchup painted has begun and will be ongoing for the next week or two.
40	AMS	HRC liquid supply lines kinked.	Chiller Rm 07020	Evacuate refridgerant, replace and recharge chiller.	9/12/2018	6/20/2019	Yes	jb 8/14/19	Trane techs have replaced lines.
41	AMS	Various AHU coil fins have been hit.	PD/WP Roofs	Comb out coil fins as needed.	9/13/2018				Once construction in AHU units has be completed, we will clean and comb out fins. 1.9.19 UPDATE: We have been doing a preliminary "comb" of the fins as the AHU's have been tested.
42	AMS	CH-1,2,3 insulation has been damaged.	Chiller Rm 07020	Touch up paint economizer barrels and re-insulate damaged areas	9/11/2018	7/18/2019	Yes	jb 8/14/19	Kasten has completed the insulation repairs.
43	RCM	Strut not in wall.	2A, Open Office 25070	Cut strut back inside of wall.	9/19/2018	10/10/2018	Yes	jb 2/1/19	
44	RCM	Lines not level.	1E, Servery 13000	Adjust hangers as needed.	9/18/2018	9/21/2018	Yes	jb 2/1/19	
45	AMS/RCM	Drywall damage due to ongoing RI work.	Various locations found, notably in 1A.	Coordinate with Titan on repairs.	9/21/2018	9/20/2019	Yes		
46	AMS	Insulation clearnace with stud walls.	Various locations.	Coordinate with Titan on clearance requirements.	9/21/2018	9/20/2019	Yes		This specific pic is at the 1D/H intersection, @ col. Line X.
47	RCM	PVC lines need hangers.	2C, outside of Elec Rm E-208	Add hangers as needed.	9/21/2018	11/6/2018	Yes	jb 2/4/19	
48	FHC	Coil needs to be replaced.	1A, corridor H_105	Replace coil.	9/28/2018	11/1/2018	Yes	jb 11/1/18	Coil has been replaced.
49	AMS	STU supply line not square.	LL B, Electronics Cleaning Rm.	Square supply line up as needed.	9/28/2018	10/5/2018	Yes	jb 3/5/19	
50	AMS	Hangers missing	1G, near Rm. 12033	Add hangers	10/4/2018	10/5/2018	Yes	jb 3/5/19	Lines have been cut back until equipment has been set.
51	AMS/FHC	UFW coil leaking.	Coil 24000-3, Open Office 24000 2E	Replace coil.	10/12/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
52	AMS/FHC	UFW coil leaking.	Coil 23040-2, Open Office 23040 2F	Replace coil.	10/15/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
53	AMS/FHC	UFW coil damaged	Coil 31024, Collab 31024.	Replace coil.	10/19/2018	1/10/2019	Yes	jb 1/10/19	Coils have been reinstalled. Piping reconnections to follow.
54	AMS/FHC	UFW coil damaged	Coil 23036, Open Office 23040	Replace coil.	10/19/2018	10/24/2018	Yes	jb 2/6/19	Coil was inspected during a factory visit and damage was deemed to not affect performance.
55	AMS	Misc. underfloor piping repairs.	Throughout bld.	Address piping support issues and any damaged coils as needed.	10/25/2018	9/20/2019	Yes	jb 1/22/19	9/20 UPDATE: All areas have been checked over and complete.
56	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 2" vents thru the roof.	10/31/2018	1/16/2019	Yes	jb 1/16/19	
57	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 4" vents thru the roof.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
58	RCM	Piping not plumb.	1F, Kitchen	Plumb lines up as needed.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
59	AMS	Hanger not plumb.	Bsmnt. HHW Boiler Rm.	Plumb hanger up as needed.	11/9/2018	11/15/2018	Yes	jb 3/12/19	
60	AMS	Return piping not	1D, Rm. 19008	Plumb/square piping up as needed.	11/27/2018	1/17/2019	Yes	jb 5/4/19	
61	AMS	Supply line needs to be	2B, Corridor H 220	Clamp pipe to strut or add hanger.	11/27/2018	12/12/2018	Yes	jb 5/29/19	
62	AMS	Hanger installed on strainer	2C, Office 28090	Install hanger on pipe.	11/27/2018	12/11/2018	Yes	jb 5/29/19	
63	AMS	Piggy-back hanger in place	2C, Office 28091	Install individual hanger for piping.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
64	AMS	Hangers missing	2C, Huddle 28093	Install hangers on supply/return piping	11/27/2018	12/12/2018	Yes	jb 5/4/19	
65	AMS	Flex hose not straight	2C, Open Office 28130	Rework piping to straighten hose out.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
66	AMS	Piggy-back hanger in place	2B, Corridor H 219	Install individual hanger for piping	11/27/2018	12/3/2018	Yes	jb 3/12/19	
67	AMS	Supply line is sagging.	LL A, Marketing Cage	Install pipe hanger as needed.	12/3/2018	12/4/2018	Yes	jb 4/18/19	
68	AMS	Lines not square.	LL A, Test Lab Storage 05041	Square lines up as needed.	12/3/2018	1/3/2019	Yes	jb 4/18/19	
69	AMS	Flex hose not straight	LL B, Corridor	Square flex hoses up as needed.	12/3/2018	12/7/2018	Yes	jb 5/4/19	Lines will be squared up after final duct connections have been made.
70	AMS	Hangers installed on flex hoses	LL B, Electronics Cleaning Rm.	Install hangers on piping.	12/3/2018	12/5/2018	Yes	3/12/2019	
71	AMS	Lines not square	LL B, Electronics Coating	Square lines up as needed.	12/3/2018	12/5/2018	Yes	jb 2/13/19	
72	AMS	Hanger needed on supply line	LL C Boiler Rm.	Install hanger.	12/3/2018	12/4/2018	Yes	jb 2/26/19	

73	AMS	Return line insulation clash w/ cast iron line.	LL C, Facilities Storage	Coordinate with RCM for required insulation clearance.	12/3/2018	12/4/2018	Yes	jb 5/4/19	
74	RCM	Piping not straight	1G- Corr. H_101	Straighten cast iron piping	12/4/2018	1/4/2019	Yes	jb 4/18/19	
75	RCM	Pipe not properly supported	2F- Central Coffee Bar	Add support to 2" drain to DW	12/4/2018	12/12/2018	Yes	jb 12/12/18	
76	RCM	Pipe not properly supported	2F- 7.9A/GG	Add support to 4" San stack	12/4/2018	12/12/2018	Yes	jb 12/12/18	
77	RCM	Pipe not properly supported	2F- Women's R_204	Add support to 2" vent off carrier	12/4/2018	12/12/2018	Yes	jb 12/12/2018	
78	FHC	Hanger rods crooked	1B, Woody 15051	Plumb hangers up.	12/11/2018	9/20/2019	Yes		
79	AMS	Hanger on flex hose	1A, Rm 15017	Relocate hanger.	12/11/2018	12/19/2018	Yes	3/12/2019	Strut support has been added downstream of return flex hose.
80	AMS	Flex hose laying on strut	1A, Corridor H_107	Relocate strut.	12/11/2018	1/10/2019	Yes	jb 5/4/19	
81	FHC	Spiral not straight	LLB, Test Lab Storage	Square duct up.	12/7/2018	1/4/2019	Yes	jb 1/25/19	
82	AMS	Supply line not square	1B, Woody Junior 15028	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 4/22/19	
83	AMS	Supply / return lines not	1B, Packaging Lab 18007	Square lines up as needed.	12/18/2018	1/11/2019	Yes	jb 5/4/19	
84	AMS	Supply line not square	1B, Corridor H_115	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 5/29/19	
85	AMS	Hangers on flexes	1B, Test Systems 18021	Relocate hangers as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
86	AMS	Return line not square	1B, Test Systems 18021	Square return line up as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
87	FHC	"L" brackets loose or missing on underfloor coils.	Throughout underfloor system.	Reinstall / tighten "L" brackets for UFW coils.	12/18/2018	9/20/2019	Yes		9/20 UPDATE: All brackets have been secured as part of our underfloor sweep.
88	FHC	Various hangers not plumb.	1A/B	Plumb up or reinstall hanger rods.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
89	FHC	Various duct runs not square	1A/B	Square duct up as needed.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
90	RCM	Pipe not supported	3F- Coffee Bar 33036	Add supports as needed.	1/8/2019	1/16/2019	Yes	jb 5/29/19	
91	AMS	Piping not square	1F/G, Open Office 12020	Straigthen piping out as needed.	1/10/2019	4/1/2019	Yes	jb 4/22/19	
92	AMS	Return side ball valve not	1F/G, Open Office 12020	Re-install ball valve so handle is plumb.	1/10/2019	4/1/2019	Yes	jb 6/5/19	
93	AMS	Piping / wall interference	1F, Storage 13014	Repipe coil to avoid wall.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
94	AMS	Unnecessary supply pipe loop.	1F, ER 13015	Repipe supply line to remove flex loop.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
95	AMS	Supply line not level	2A, Build/Test 25064	Adjust hanger to level supply.	1/24/2019	7/19/2019	Yes	jb 8/14/19	
96	AMS	Coil connections sagging.	2B, Corridor H 221	Add hangers to coil connections.	1/24/2019	4/3/2019	Yes	jb 4/10/19	
97	AMS	Coil connections sagging.	2C, Huddle 28003	Add hangers to coil connections.	1/24/2019	4/4/2019	Yes	jb 4/10/19	
98	AMS	Supply line clash with stud	1E, Womens R_109	Re-pipe supply to avoid wall clash	1/24/2019	4/2/2019	Yes	jb 4/10/19	
99	AMS/FHC	UFW coil froze and cracked.	2A, Open Office 25060-1	Replace coil and reinstall pipe coil kit.	2/1/2019	4/3/2019	Yes	jb 4/10/2019	
100	RCM	Pipe not properly supported	3G, Coffee 32036	Add support on 2- 2" vtr's	2/12/2019	2/22/219	Yes	jb 4/22/19	
101	RCM	Pipe not properly supported	3G, R303	Add support on 4" VTR	2/12/2019	2/22/2019	Yes	jb 4/10/19	
102	RCM	Pipe not properly supported	3G, R303	Add support on 8" storm in chase	2/12/2019	2/22/2019	Yes	jb 4/10/19	
103	RCM	Pipe not properly supported	3F, Kitchen/Servery	Add support on 2" VTR	2/12/2019	2/22/2019	Yes	jb 4/5/19	
104	RCM	Pipe out of plumb	3F, Open Office 33000	Straighten/plumb line	2/12/2019	2/22/2019	Yes	jb 4/5/2019	
105	AMS	Torn/removed insulation, verify no piping issues.	1G, stu-12032	Review piping/replace insulation	2/19/2019	5/28/19	Yes	jb 5/29/19	
106	RCM	Pipe not properly supported	1 E, Mens R110	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 5/29/19	
107	RCM	Pipe not properly supported	1E, Private Locker - R108	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 8/14/19	
108	RCM	Piping not straight	LL Plumbing - 07000	Straighten pipe as needed.	3/12/2019	3/18/19	Yes	jb 4/5/19	
109	FHC	Fulton boiler stack gaskets need replacing.	stack shaft	Reinstall stacks with new gaskets	3/20/2019	4/11/19	Yes	jb 4/5/19	All stacks have been replaced. FHC will continue to monitor for any leaks.
110	AMS	CHW coil has a hairline crack	AHU-5	Trane tech to repair crack.	4/5/2019	6/12/19	Yes	jb 8/14/19	6/13 Update: Trane techs were onsite 6/12 to make the coil repairs.
111	AMS	CHW coil has a hairline crack	AHU-6	Trane tech to repair crack.	4/5/2019	5/2/19	Yes	jb 8/14/19	
112	RCM	CPVC lines not square	LL C	Square lines up as needed.	4/17/2019	4/24/19	Yes	jb 5/29/19	
113	AMS	Return line not square	1F, Servery 13000	Square line up as needed.	4/17/2019	4/19/19	Yes	jb 4/22/19	
114	RCM	Copper touching steel pipe	Receiving- LL-A-05002	Re-pipe to avoid contact with steel pipe	5/2/2019	7/11/2019	Yes	jb 8/15/2019	
115	RCM	Piping not square	Receiving- LL-A-05002	Straighten/square up piping	5/2/2019	6/18/2019	Yes	jb 8/15/2019	
116	AMS	Various lowpoint drains below ceiling grid.	2A/B	Shorten drain valve piping as needed.	4/26/2019	5/2/2019	Yes	jb 5/29/19	
117	AMS	Return line below ceiling grid.	2A, Open office 25060-1	Raise return line as needed.	5/7/2019	5/11/2019	Yes	jb 5/29/19	
118	AMS	Lowpoint drain missing cap	3F, Open Office 32000	Install cap	5/30/2019	6/21/2019	Yes	jb 8/15/2019	
119	AMS	CH-1 purge valve was damaged.	Chiller Rm 07020	Replace damaged valve.	6/20/2019	9/16/2019	Yes		9/16 UPDATE: Purge valve replacement and final startup has been completed.
120	AMS	AHU-5 circulation pump	AHU-5	Inspect/replace motor	8/14/2019				9/20 UPDATE: VFD startup tech is making a site visit to inspect the drive with Buist/Siemens, as this may not be a motor related issue.

ALLIED MECHANICAL SERVICES

Relevant Major Completed Work Last 5 Years

Project	Owner	Architect Contact information	Completion year	Contract $	Type Of Project
Stryker Intruments Divison Faciltiy	Stryker- Instruments	Tower Pinkster - 616- 456-9944	2019	$32,000,000.00	Plumbing and Mechanical
MSU Water Treatment Plant	Michigan State University	Fishbeck- 616-575-3824	2019	$ 3,890,000.00	Process Piping
Surgery Addition & 6 North Renovation	Ascension Health/Borgess	HED - 248-262-1500	2020	$ 6,200,000.00	Mechanical and plumbing
Boven Birthing Center Renovation	Holland Hospital	Matthei & Colin Associates, LLC - 312-939-4002	2020	$ 3,568,455.00	Mechanical and plumbing
Wastewater Plant Improvements	Grand Haven-Spring Lake Sewer Authority	Prein Newhof- 616-364-8491	2020	$ 1,900,000.00	Plumbing and Mechanical
BioDigestion with Combined Heat and Power	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$19,900,000.00	Process Piping
South Neighborhood Housing	Western Michigan University	Stantech - 1-866-782-6832	2020	$ 7,500,000.00	Mechanical
Renewable Natural Gas	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$ 1,200,000.00	Process Piping
Solids Handling Improvements with Digestion	City of East Lansing	Tetra Tech - 517-394-7900	2020	$11,222,000.00	Plumbing
Mercy Health Muskegon Consolidation Project	Mercy Health	HGA - 414.278.8200	2021	$23,310,000.00	Plumbing and Mechanical
South Christian	South Christian	AMBG - 616-454-1600	2021	$ 1,716,000.00	Mechanical Piping
MSU Research Center	Michigan State University	Smith Group - 312-641-0770	2021	$12,391,000.00	Plumbing and Mechanicl
Graphic Packaging International Inc.	Graphic Packaging	Afry- 646 651 1547	2021	$25,000,000.00	Process Piping and Mechanical

hni
RISK ADVISORS

March 18, 2022

Allied Mechanical Services Inc
5688 E ML Avenue
PO Box 2587
Kalamazoo MI 49003

Re: Workers Compensation

The purpose of this letter is to confirm Allied Mechanical Services, Inc workers compensation experience modification factors for the current and previous three terms:

03/01/22 to 03/01/2023 – .86
03/01/21 to 03/01/2022 – .85
03/01/20 to 03/01/2021 – .87
03/01/19 to 03/01/2020 – .84

If you have any questions, please let me know. Thank you!

Respectfully

Tammy VanderStelt
Senior Account Manager

Allied Mechanical Safety

Allied Mechanical Services stresses the importance of workplace safety to all employees. Safety and health are an integral part of all operations including planning, development, production, admin, sales, and transportation. Accidents have no place in our company. We work consistently to maintain safe and healthful working conditions. Our efforts of creating a safe work environment include but are not limited to:

1. A full time Safety Director to implement site specific requirements
2. Individual project evaluations to determine potential risks
3. Routine site safety assessments
4. Minimum weekly Toolbox talks
5. Monthly safety committee meetings to discuss safety needs with various field and office personnel
6. Required OSHA training
7. Utilization of third party safety consultants to determine risk without bias- contact information: Thomas R. Schoenberger, 614-519-1940

All employees are expected to follow safe working practices, obey rules and regulations, and to work in a way which maintains safety and health standards developed and sanctioned by the company. We urge all employees to make our safety and health program an integral part of their daily operations. It is our goal that the total elimination of accidents and injuries will become not just an objective, but a way of life.

ALLIED MECHANICAL SERVICES

Allied Mechanical Employee OSHA10/30

Boone, Scott	P	10
Boucher, Andrew	P	10
Clark, Blake	SM	10
Deemer, Steve	P	10
Huizinga, Jeff	PM	10
Love, Bradley	SM	10
Matthews, Jeff	P	10
Meyer, Rick	P	10
Midose, Jeff	P	10
Miller, Terry	P	10
Raith, Richard	P	10
Rozema, Troy	Service	10
Shook, Randy	P	10
Sloan, Mark	P	10
Stahlhood, Rocky	P	10
Terry, Thomas	P	10
Witkowski, John	P	10
Anderson, Ed	P	30
Baatz, Mike	SM	30
Babcock, Charlie	P	30
Bamm, Doug	SM	30
Bergman, Brian	P	30
Black, Jeff	P	30
Blouin, Kerry	P	30
Bowers, Matt	P	30
Brown, Benjamin	P	30
Butler, Matt	SM	30
Cross, Darius	P	30
Doolittle, Jason	SM	30
Dowding, Dustin	SM	30
Eifler, Duane	P	30
Eifler, Rob	P	30

Eshuis, Ben	P	30
Flanders, Mark	P	30
Flanders, Zach	P	30
Hale, Dan	BIM	30
Halsey, Brian	SM	30
Harris, Todd	P	30
Herder, Jason	SM	30
Huizinga, Mark	PM	30
Jean, Samuel	P	30
Kienitz, Erik	SM	30
King, Robert	SM	30
Klein, Ken	P	30
Koppenol, Mike	P	30
Leep, Curtis	P	30
Lemmer, Steve	P	30
Manning, Mike	SM	30
Martinez, Ruben	P	30
Modderman, Jeff	PM	30
Modderman, Seth	P	30
Moore, Kevin	SM	30
Myers, Alex	P	30
Olney, Chuck	P	30
Parker, Bob	P	30
Reed, Don	P	30
Smith, Brandon	SM	30
Storey, Theron	P	30
Stuart, Dave	P	30
Szykely, Travis	SM	30
Taliaferro, Aaron	SM	30
Tyler, Ken	SM	30
Vandenberg, Steve	P	30
Wyman, Daniel S	SM	30

Allied Mechanical Services, Inc. has a rich culture of equity, inclusiveness and respecting and protecting its employees. All employees and applicants will not be discriminated against regarding race, color, religion, age, sex, national origin, sexual orientation, disability status, gender identity or expression or any other characteristic protected by federal and local laws.

Allied Mechanical Services is dedicated to creating an inclusive work environment for everyone. We embrace and celebrate the unique experiences, perspectives, and cultural backgrounds that each employee brings to our workplace. Allied Mechanical Services strives to foster an environment where our employees feel respected, valued, and empowered, and our team members are at the forefront in helping us promote and sustain an inclusive workplace.

Allied Mechanical is on a mission to change lives through employment and can back that statement with action. Our company has been actively hiring and recruiting returning citizens, working to identify and break down barriers to employment, and engaging in the communities we serve. In 2020 our company won a national diversity excellence award, based on our workforce hiring, retention practices and educational opportunities. This year in 2022 we announced a new program for current and potential employees to gain reliable transportation for better work outcomes.

See the following web articles about our work:

Diversity award: https://grbj.com/news/construction/allied-mechanical-wins-diversity-award/

Auto Program: https://grbj.com/news/construction/local-contractor-breaks-down-barriers-to-employment/

Best Regards,



Steve Huizinga, President

CITY OF GRAND RAPIDS

January 4, 2022

Bid Discount Approval Letter

James Oudbier
Allied Mechanical Services
3860 Roger B Chaffee Memorial Blvd
Wyoming, MI 49548

We have received the documentation you recently submitted requesting a bid discount under the Equal Business Opportunity – Construction Guidelines. After reviewing your information, we have approved the following bid discount(s):

Type of Discounts	No. of	Date Expiration	Comments
Construction Workforce	3%	12/31/2022	
Total Bid Discount(s)	3%		

If you have any questions regarding the discount(s) listed above or any other discount(s), please feel free to contact Alvin Hills IV at (616) 456-3027.

Sincerely,

Patricia Caudill

Patricia Caudill, ASO II
Office of Diversity and Inclusion

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc PO Box 2587 Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Jackson, 161 W. Michigan Ave, Jackson, MI 49201 , as Obligee, in the sum of Five Percent of Bid Dollars ($5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Repaint 4 Clarifiers & Misc Repairs

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 14th day of July, 2022.

Allied Mechanical Services, Inc

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Robert G Chapman, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert G Chapman** of **Lansing** **Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **July**, **2022**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 7/13/2022

In compliance with your invitation for bids dated **June 23, 2022** to perform **REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of JK of Michigan, LLC DBA MCMC Lining
   organized and existing under the laws of the State of Michigan
   with offices at 3201 W Michigan Ave Jackson, MI 49202
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 81-2582991

(Corporate Seal, if applicable)

Name of Bidder: JK of Michigan, LLC

Signed By: _____

Its: President

BID SHEET

DATE: 7/13/2022

PROPOSAL FOR: REPAINT FOUR (4) CLARIFIERS AND MISCELLANEOUS REPAIRS – REBID #2

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 03 00 00:		
1. CRACK REPAIR – 20 FT.		$ 2,500.00
B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:		
1	CATWALK BEAM REPLACEMENT – PRIMARY CLARIFIER EAST (2 BEAMS)	$ 100,000.00
2	WEIR REPLACEMENT – PRIMARY CLARIFIER EAST	$ 100,000.00

3	WEIR REPLACEMENT – SECONDARY CLARIFIER EAST	$ 125,000.00
4	WEIR REPLACEMENT – PRIMARY CLARIFIER WEST	$ 100,000.00
5	WEIR REPLACEMENT – SECONDARY CLARIFIER WEST	$ 125,000.00
6	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER EAST	$ 15,000.00
7	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER EAST	$ 15,000.00
8	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – PRIMARY CLARIFIER WEST	$ 15,000.00
9	PIPE U-BOLT AND HANGING SUPPORT REPLACEMENT – SECONDARY CLARIFIER WEST	$ 15,000.00
10	CHANNEL REPLACEMENT – PRIMARY CLARIFIER WEST	$ 5,000.00
11	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER EAST	$ 19,000.00
12	LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER WEST	$ 19,000.00
13	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER EAST	$ 25,000.00
14	DRAIN PIPE REMOVAL – PRIMARY CLARIFIER WEST	$ 25,000.00
15	TROUGH STEEL REPLACEMENT – PRIMARY CLARIFIER EAST	$ 2,000.00
16	TROUGH STEEL REPLACEMENT – SECONDARY CLARIFIER WEST	$ 2,000.00
17	STEEL REPLACEMENT CONTINGENCY - 1 SQ. FT.	$ 1,000.00
18	PIT WELDING – 20 SQ. IN.	$ 3,000.00
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #18:		$ 711,000.00

C. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:		
1	STEEL REPAINTING – PRIMARY CLARIFIER EAST	$ 188,032.75
2	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER EAST	$ 5,000.00
3	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER EAST	$ 5,000.00
4	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER EAST	$ 7,500.00
5	STEEL REPAINTING – SECONDARY CLARIFIER EAST	$ 208,032.75
6	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER EAST	$ 7,500.00
7	STEEL REPAINTING – PRIMARY CLARIFIER WEST	$ 188,032.75
8	PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER WEST	$ 12,000.00
9	30 INCH PIPE INTERIOR REPAINTING - PRIMARY CLARIFIER WEST	$ 10,000.00
10	PIT FILLING – 30 INCH PIPE INTERIOR - PRIMARY CLARIFIER WEST	$ 10,000.00
11	STEEL REPAINTING – SECONDARY CLARIFIER WEST	$ 208,032.75
12	PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER WEST	$ 7,500.00
13	FILTER GALLERY HANDRAIL REPAINTING	$ 6,500.00
TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #13:		$ 863,131.00
TOTAL PRICE SECTION 03 00 00, 05 00 00 and 09 00 00:		
SECTION 03 00 00:		$ 2,500.00
SECTION 05 00 00:		$ 711,000.00

SECTION 09 00 00:	$ 863,131.00
PROJECT TOTAL:	$ 1,576,631.00

Bidder's Name:	JK of Michigan, LLC DBA MCMC Lining
Address:	3201 W Michigan Ave
City, State, Zip:	Jackson, MI 49202
Telephone:	(517)783-1819
Fax:	(517)783-1874
Email Address:	Mark@MKJetting.com
Federal ID Number:	81-2582991
Bid Signed By:	Mark Konopacki (Print or Type)
Title:	President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its President

CONTRACT COMPLIANCE

DATE: June 23, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

JK of Michigan, LLC DBA MCMC Lining certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment JK of Michigan, LLC DBA MCMC Lining understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 7/13/2022

By: JK of Michigan, LLC DBA MCMC Lining
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

3201 W Michigan Ave
Address

Jackson
City

MI, 49202
State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: JK of Michigan, LLC DBA MCMC Lining

ADDRESS: 3201 W Michigan Ave

Jackson, MI 49202

SIGNED BY:

TITLE: President

DATE: 7/13/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 7/13/2022

By: JK of Michigan, LLC DBA MCMC Lining
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

3201 W Michigan Ave
Address

Jackson
City

Michigan, 49202
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Mark Konopacki, being first duly sworn, deposed and says that:

1. He is President of, JK of Michigan, LLC the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 7/13/2022

By: JK of Michigan, LLC
(Company)

By: _____
(Title) President

Subscribed and sworn to before me, a Notary Public, this 13 day of July, 2022.

_____

Notary Public, Jackson County,

My commission expires: 2/6/2028

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Gary Williams Welding & Repair: Subcontracted to perform welding work on various aspects of the purposed project. Gary Williams Welding & Repair is not a minority or woman-owned enterprise. They are located at 2445 Brooklyn Rd, Jackson, MI 49203.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Mark Konopacki an authorized representative of JK of Michigan, LLC am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 7/13/2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Mark Konopacki	JK of Michigan, LLC
Telephone (517)783-1819	Email Address Mark@MKJetting.com

Contract or matter pending with the City:

Repaint Four (4) Clarifiers and Miscellaneous Repairs - Rebid #2

I, Mark Konopacki, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease,

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☑ None of the above apply.

Dated: 7-13-22

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 13 day of July, 2022,
By Jody L O'Dell.

Jody L O'Dell

Jody Lynn O'Dell
NOTARY PUBLIC - STATE OF MICHIGAN
County of Jackson
My Commission Expires Feb. 6th, 2028
Acting In the County of Jackson

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	JK of Michigan, LLC DBA MCMC Lining
ADDRESS:	3201 W Michigan Ave
CITY, STATE, ZIP:	Jackson, MI 49202
TELEPHONE:	(517)783-1819
OFFICERS:	
President: Mark Konopacki	Email Address: Mark@mkjetting.com
Vice President: Jeff Fransted	Email Address: Jeff@MKJetting.com
Secretary: Jody O'Dell	Email Address: jody@mkjetting.com
Treasurer: Gary Wilson	Email Address: Gary@MKJetting.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 6 Years	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:
N/A

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?
N/A

CRITERIA 4:

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

Confirmed

CRITERIA 5:

Verification that the bidder is in compliance 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.

Confirmed

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's 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.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_X_ NONE

CRITERIA 9:

Disclosure of 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.

_X_ NONE

CRITERIA 10:

Disclosure 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.

X NONE

CRITERIA 11:

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.

Name:	EMC
Type of Coverage:	All
Telephone:	(517)787-2600

Are you self-insured for Worker's Compensation Insurance? Yes____ No X

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

_X_ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

Attached

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Attached

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Attached

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Attached

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Attached

CRITERIA 18:

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

Attached

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Attached

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Attached

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Attached

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

X Yes

_____ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

X Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Attached

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

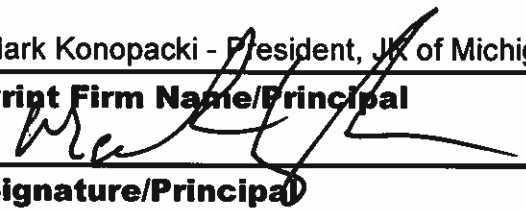
CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Attached

Mark Konopacki - President, JR of Michigan, LLC

Print Firm Name/Principal



Signature/Principal

7/13/2022

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

any such program on the bidder's previous projects.

4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program 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.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not

discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Responsible Contractor Ordinance

Repaint Four (4) Clarifiers and Miscellaneous Repairs – Rebid #2

Criteria 6:

Past projects include:

- **Blackman Twp: Prison Screen 2018 - $40,000.00 no extras**
- **Blackman Twp: Lift Station-The Oaks 2018 - $100,000.00 no extras**
- **Sylvan Twp: Lift Station-Kilmer Rd 2020 - $150,000.00 no extras**
- **Ypsilanti: Lift Station-Rambling Rd 2021 - $222,000.00 no extras**
- **Columbia Twp: Multiple Lift Stations 2021 - $598,000.00 no extras**

Criteria 7:

Evidence of bonding capacity attached separately.

Criteria 12:

JK of Michigan is currently fully staffed and we don't foresee any changes to our staffing within the near future. We only have the need for one subcontractor for this project. We verify that our employees will not be misclassified as independent contractors or violate any state or federal laws.

Criteria 14:

JK of Michigan affirms the warranty requirements set within the bid documents for this project.

Criteria 15:

We at JK of Michigan affirm to pay all craft employees under our employment proper wage rates and fringe benefits as required under applicable federal, state, or local laws.

Criteria 16:

JK of Michigan acknowledges our obligation to comply to this ordinance to the best of our ability.

Criteria 17:

We see no possible change orders at this time.

Criteria 18:

The JK of Michigan Supervisor assigned to this project is Jim Radeback. Jim has worked in our industry for 7 years and has been supervising for 5 of those years.

Criteria 19:

Blackman Twp 1996 W Parnall Rd Jackson, MI 49201 (517)788-4345

Summit Twp 2121 Ferguson Rd Jackson, MI 49201 (517)788-4113

Sylvan Twp 18027 W Old US Hwy 12 Chelsea, MI 48118 (734)475-8890

Columbia Twp 8500 Jefferson Rd Brooklyn, MI 49230 (517)592-6646

Criteria 20:

While we have no official quality assurance program, we here at JK of Michigan are proud of our work. The references from our previous projects can attest to the quality of our work.

Criteria 21:

JK of Michigan strives to complete every project economically, efficiently, continuously, and without interruption. This project will be no exception.

Criteria 22:

Past projects include:

- **Blackman Twp: Prison Screen 2018 - $40,000.00 no extras**
- **Blackman Twp: Lift Station-The Oaks 2018 - $100,000.00 no extras**
- **Sylvan Twp: Lift Station-Kilmer Rd 2020 - $150,000.00 no extras**
- **Ypsilanti: Lift Station-Rambling Rd 2021 - $222,000.00 no extras**
- **Columbia Twp: Multiple Lift Stations 2021 - $598,000.00 no extras**

Criteria 23:

No masters or journeymen will be used on this project.

Criteria 24:

1. **Our EMRs for the past three years are as followed:**

a. 2021: .90

b. 2020: .90

c. 2019: .93

Criteria 26:

No masters or journeymen will be used on this project.

Criteria 27:

We estimate about 20% of our employees are residents of Jackson, though the majority of our staff live within the surrounding areas. Our management and staff routinely patronize Jackson businesses and contribute to the area daily.

Criteria 28:

The fair treatment of our staff, customers, and future employees is an important pillar in our organization. We strive to provide the same opportunities for everyone regardless of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. This is all outlined in our company's EEO policy (attached).

Criteria 29:

We here at JK of Michigan assure all of Michigan that we will provide equal opportunities for all, regardless of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability.

DRUG AND ALCOHOL POLICY

PURPOSE

In compliance with the Drug-Free Workplace Act of 1988, JK of Michigan has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of JK of Michigan employees and to the security of the company's equipment and facilities. For these reasons, JK of Michigan is committed to the elimination of drug and alcohol use and abuse in the workplace.

SCOPE

This policy applies to all employees and all applicants for employment of JK of Michigan. Division supervisors are responsible for policy administration.

EMPLOYEE ASSISTANCE

JK of Michigan will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other JK of Michigan policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

WORK RULES

1. Whenever employees are working, are operating any JK of Michigan vehicle, are present on JK of Michigan premises or are conducting company-related work offsite, they are prohibited from:
    a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
    b. Being under the influence of alcohol or an illegal drug as defined in this policy.
    c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. JK of Michigan will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

REQUIRED TESTING

PRE-EMPLOYMENT

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

REASONABLE SUSPICION

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. HR, the plant manager or the director of operations should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

RANDOM TESTING

All information related to our random drug testing program is outlined in the RANDOM DRUG TESTING POLICY sheet. Please consult the RANDOM DRUG TESTING POLICY sheet for any questions related to the random drug testing policy for JK of Michigan.

POST-ACCIDENT

Employees are subject to testing when they cause or contribute to accidents that seriously damage a JK of Michigan vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a JK of Michigan forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

COLLECTION AND TESTING PROCEDURES

Employees subject to alcohol testing will be transported to a JK of Michigan-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests

may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a JK of Michigan-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by JK of Michigan, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to JK of Michigan until such time that the MRO has confirmed the test to be positive.

CONSEQUENCES

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, JK of Michigan may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by JK of Michigan for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

CONFIDENTIALITY

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

INSPECTIONS

JK of Michigan reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

CRIMES INVOLVING DRUGS

JK of Michigan prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. JK of Michigan employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

JK of Michigan does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, JK of Michigan reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with JK of Michigan.

DEFINITIONS

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by JK of Michigan or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

ENFORCEMENT

The division supervisors are responsible for policy interpretation, administration and enforcement.

DRUG AND ALCOHOL POLICY RECEIPT

I hereby certify that I have received a copy of JK of Michigan's Drug and Alcohol Policy.

Employee Signature	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517)787-2600 FAX (A/C, No): (517)787-3957 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMCASCO Insurance Co	21407
INSURER B: Employers Mutual Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JK of Michigan LLC dba MCMC Lining and Repair 3201 W Michigan Ave Jackson MI 49202

COVERAGES **CERTIFICATE NUMBER:** CL2251024645 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			5X87537	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5E87537	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5J87537	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5H87537	6/1/2022	6/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jackson
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Furnas II/KCORD

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The ACORD name and logo are registered marks of ACORD

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. **B 1264745**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **JK of Michigan, LLC**
3201 W Michigan Ave Jackson, MI 49202 (hereinafter called the Principal) as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety, are held and firmly bound unto **City of Jackson**
161 W. Michigan Ave. Jackson, MI 49201 (hereinafter called the Obligee) in the full and just sum of **5 % Percent of the Total Bid Amount** Dollars ($ **5 %**) good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **12th** day of **July**, **2022** A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for

City of Jackson - Repaint Four (4) Clarifiers and Miscellaneous Repairs - Rebid #2

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

JK of Michigan, LLC

WITNESS:

By: _____ (SEAL)
Mark Konopacki

_____
(If individual or firm)

ATTEST:
_____
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: Cheryl Hughes
Cheryl Hughes ,Attorney-in-fact

B-201 (6/20)

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1264745

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Cheryl Hughes**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$4,000,000.00**

Signed this **12th** day of **July**, **2022**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **12th** day of **July**, **2022** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B 1264745

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **12th** day of **July**, **2022**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CBS – Construction Bonding Specialists, LLC
29445 Beck Road, Suite A-209, Wixom, MI 48393
Phone No. (248) 349-6227 Fax: (248) 348-6762

RETURN TO: Barry Berman
Construction Bonding Specialists, LLC.
Fax: (248) 348-6762

BID RESULTS FORM

Please complete and return (fax or mail) to Construction Bonding Specialists, LLC within seven (7) days of the bid opening to release the bid bond. *Release of the bid bond will also constitute release of the associated collateral and bonding capacity availability*.

BOND NO: B 1264745

CONTRACTOR NAME: JK of Michigan, LLC

PROJECT NAME: Repaint Four (4) Clarifiers and Miscellaneous Repairs - Rebid #2

OBLIGEE: City of Jackson

DATE OF BID: 07/14/2022

THREE LOWEST BIDDERS:

1._____ BID AMOUNT: $_____
2._____ BID AMOUNT: $_____
3._____ BID AMOUNT: $_____

Contractor's Bid Amount: $_____

Form Completed By: _____
Company Name: _____
Date: _____

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 9, 2022

SUBJECT: Approval of the Master Service Order Agreement between the City of Jackson and Airespring

---

Recommendation:

Approval of the Master Service Order Agreement for a period of three years between the City of Jackson and Airespring and to allow the City Attorney and City Manager to make minor modifications as necessary.

Attached is a memo from Phil Hones, Finance and MIS, regarding the request to combine eleven individual contracts the City of Jackson currently holds with Airespring into one contract and to extend the agreement for three years. The current amount we pay is $8200 per month. This will continue with the renewal of the agreement allow us to have one for all locations.

The agreement was reviewed/approved by the City Attorney's Office.

I recommend approval of the Master Service Order Agreement with Airespring for a renewal period of three years. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Phil Hones

DATE: August 9, 2022

RECOMMENDATION: Approve 3 year combined contract for Airespring

---

SUMMARY

We currently have 11 locations connecting through Airespring for internet, network connectivity and voice services. All of these locations are currently on their own contract. We would like to combine all of them on a new 3 year contract.

BUDGETARY CONSIDERATIONS

This is already included in the budget, all we will be doing is moving them all under one contract for 3 years.

HISTORY, BACKGROUND and DISCUSSION

3 years ago we put in our first connections with Airespring, since that time we have been very happy with the service and we now have 11 locations connected through Airespring. Moving forward we would like to place all locations on one contract under one account for the next 3 years.

DISCUSSION OF THE ISSUE

If and when we move to another provider, having one contract is easier to keep track of dates, and moving services if need be.

POSITIONS

I recommend signing the renewal 3 year contract for Airespring to include all 11 locations.

ATTACHMENTS

AIRESPRING
MASTER SERVICE ORDER AGREEMENT

CUSTOMER "Customer"	**VENDOR ("AireSpring")**
City of Jackson	AireSpring
CUSTOMER Address	**VENDOR Address**
161 W Michigan Avenue, Jackson, MI 49201	7800 Woodley Ave, Van Nuys, CA 91406
CUSTOMER Contact	**VENDOR Contact**
Name: Lori Lewis Title: IT Manager Telephone: 517-768-6395 Email: llewis@cityofjackson.org	Name: Bruce Wolfowitz Title: Account Manager Telephone: (818) 922-0972 Email: bruce.wolfowitz@airespring.com

This purpose of this Master Service Order Agreement shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments) appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). Unless explicitly agreed to in writing with the consent of both parties, this agreement shall supersede any other expressed or implied between the Customer and AireSpring. This Agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect through end of service identified on each attached schedules, exhibits and service order. Customer is required to provide an individual MPLS Technical Form for each location.

By signature below, Customer expressly agrees to be bound by the terms as provided in each Attachment.

City of Jackson Location	Customer Number	Address	Connectivity	Voice/Cloud Service	Months Added to Existing Term to Extend to 7/31/2025
Jackson Boos Recreation Center	1372189	210 Gilbert ST Jackson, MI 49201	SD-WAN	None	4
Jackson Boos Recreation Center	1372188	210 Gilbert ST Jackson, MI 49201	Internet	None	4
Jackson Fire Dept Station 2	1371088	1906 S Milwaukee St Jackson, MI 49203-4308	Airespring Provided Connectivity	SD-WAN	4
Jackson Fire Dept Station 2	1371087	1906 S Milwaukee St Jackson, MI 49203-4308	Internet	None	5
Jackson King Recreation Center	1364766	1107 ADRIAN ST JACKSON, MI 49203-3205	SD-WAN	None	18
Jackson Fire Dept	1362416	518 N JACKSON ST JACKSON, MI 49201-1223	Customer Provided Connectivity	Local SIP Trunking	21
Jackson Fire Dept	1362414	518 N JACKSON ST JACKSON, MI 49201-1223	Internet	None	21
Police Station	1360946	216 E WASHINGTON AVE JACKSON, MI 49201-2366	Internet	None	25
Ella Sharp Park	1360944	2800 4th Street JACKSON, MI 49203-1676	Internet	None	23
Ella Sharp Park	1360943	2800 4th Street JACKSON, MI 49203-1676	Internet	None	25
Water Department	1360938	745 E MANSION ST JACKSON, MI 49203-4437	Internet	None	23
Water Department	1360937	745 E MANSION ST JACKSON, MI 49203-4437	Internet	None	24
Waste Water Treatment	1360933	2995 LANSING AVE JACKSON, MI 49202-1653	Internet	None	24
Waste Water Treatment	1360932	2995 LANSING AVE JACKSON, MI 49202-1653	Internet	None	25
City Hall	1357041	161 W MICHIGAN AVE JACKSON, MI 49201-1315	Internet	None	33
Jackson Fire Dept	1356991	518 N JACKSON ST JACKSON, MI 49201-1223	SD-WAN	None	31
City Hall	1356984	161 W MICHIGAN AVE JACKSON, MI 49201-1315	SD-WAN	None	32

CUSTOMER:

By:_____

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

AIRESPRING:

By: _____

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

airespring

ORDER FORM AND TERM PLAN
EXISTING SERVICES RENEWAL
Rev 02/23/17

Carrier: AIRESPRING

Channel Mgr:

Promo: OMR# 1021650

Sales Support: 844-832-8514
Email to orders@airespring.com or Fax to 888-899-2928

Agent:

Agent ID: TCL7883

Connectivity (Select One)

☐ Customer Provided Connectivity	☐ Dedicated LD	☐ Ethernet Private Network	☐ Internet
☐ Local T1-PRI	☐ Managed Connectivity w/ Internet	☐ Managed Connectivity – No Internet	☐ MPLS
☐ SD-WAN	☐ Wireless	☐ Prioritized IP	

Voice / Cloud Service (Select One)

☐ Analog	☐ Cloud Business Phone System	☐ Dedicated LD-TDM	☐ Digital PRI/T1
☐ LD SIP Trunking	☐ Local SIP Trunking	☐ No Voice / Cloud Service	

PHYSICAL LOCATION

Company Name: As per MSOA	**Location Name:** As per MSOA	**Customer Account Number:** As per MSOA
Physical Address: As per MSOA	**Suite:** As per MSOA	**Bldg/Fl./Rm:** As per MSOA
City: As per MSOA	**State:** As per MSOA	**Zip:** As per MSOA

RENEWAL TERM

Renewal Term (years): Thru July 31, 2025

TERMS AND CONDITIONS

By signing below, the Company ("Customer") agrees to extend its contract with Airespring, Inc. ("Airespring") by the Renewal Term length, for the Airespring connectivity and voice / cloud service listed at the physical location and under the Customer Account Number set forth above. All other terms and conditions of Customer's contract with Airespring shall remain the same.

Company Name: City of Jackson

Authorized Signature	Print Name	Title	Date