JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

October 11, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Fourth Ward Councilmember Laura Dwyer Schlecte**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

   A. **Sheriff to present on Jail Millage**

   B. **Environmental Commission – Solid Waste Collection in the City of Jackson**

6. **PUBLIC HEARINGS.**

   A. **Recess as a City Council and Convene as a Board of Review**
      1. **Public Hearing on Special Assessment Roll No. 3437 for street reconstruction and water and sewer main replacement on Perrine Street from Michigan Avenue to Pearl Street**
         i. Resolution confirming Roll No. 3437

      2. **Public Hearing on Special Assessment Roll No. 3438 for street reconstruction and water and sewer main replacement on Perrine Street from Pearl Street to Burr Street**
         i. Resolution confirming Roll No. 3438

   B. **Adjourn as a Board of Review and Reconvene as City Council**

C. Public Hearing and Resolution to adopt the First Amendment to the Brown field Plan Development and Reimbursement Agreement for 241 West Michigan Avenue (Commonwealth and Associates, Inc.), Parcel ID 4-01400000

1. Resolution in support

7. CITIZEN COMMENTS. (3-Minute Limit)

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

A. Recommendation for No-Mow May

Receive the letter of recommendation (dated September 21, 2022) for City Council to implement No-Mow May to allow grass to grow to create habitat for early season pollinators.

9. CONSENT CALENDAR

A. Minutes of the Special Meeting of September 27, 2022

Approve the minutes of the special City Council Meeting of September 27, 2022.

B. Minutes of the Regular Meeting of September 27, 2022

Approve the minutes of the regular City Council Meeting of September 27, 2022.

C. A Resolution establishing the hours between 6:00 p.m. and 8:00 p.m. on Halloween; Monday, October 31, 2022 as the time to 'Trick or Treat' in the City of Jackson.

D. Special Event Application: Strickland & Shawyer Wedding

Approve a request from Jeffrey Strickland to host a wedding on November 12, 2022 in Bucky Harris Park.

E. Special Event Application: Ella Sharp Museum Cemetery Tour

Approve a request from the Ella Sharp Museum to host their Cemetery Tour on October 19, 2022 in Greenwood Cemetery.

F. Resignation from Human Relations Commission

Accept Maurice Imhoff's resignation from the Human Relations Commission, effective immediately.

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Award the Optimist Playground and Basketball Court Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00
Award the Optimist Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00.

B. Award the Change Order 1 for the Loomis Park Playground Project to R.W. Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document
Award the Change Order No. 1 for the Loomis Park Playground Project to R.W. Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation to execute the appropriate document.

C. Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $44,141.75
Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $44,141.75.

D. Accepting grant funds from the State of Michigan Department of Natural Resources
Adopt a resolution to accept a Trust Fund Grant from the State of Michigan Department of Natural Resources for MLK Equality Trail Project from Prospect Street to S. West Avenue and authorization for the Mayor and Clerk to execute the appropriate documents.

E. Resolution for approval of a contract with the Michigan Department of Transportation for traffic signal work on Greenwood Avenue at the intersection of High Street
Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for signal modernization at the Greenwood Avenue and High Street intersection, and authorize the Mayor and City Clerk to execute the appropriate documents.

F. Contract Award for WWTP Culvert Engineering
Approval of the award for the WWTP Culvert Engineering contract to Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $155,470.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s).

G. Approve a Revocable License for a barrier free ramp at the building entrance to Judicial Services Group, Ltd at 401 South Jackson Street
Approve a Revocable License for Judicial Services Group, Ltd for the installation of a

barrier free ramp within the Jackson Street right-of-way at 401 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

H. Petition for Alley Vacation – Habitat for Humanity
Conditional approval of the Mason/Franklin Alley vacation subject to review and approval of the Engineering Department.

I. Zoning Map Amendment – Rezone 508 Third Street (Parcel #3-0240)
Rezone 508 Third Street (Parcel #3-0240) from R-2, One and Two Family Residential to R-3, Multiple Family Residential.

J. Approve the Contract Award for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street, to Concord Excavating, of Concord, Michigan
Approval of an award for the contract for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street from Michigan Avenue to Burr Street to Concord Excavating, of Concord, Michigan at a cost of $1,260,987.65, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

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: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: October 11, 2022

SUBJECT: Confirmation of Special Assessment Roll No. 3437

Recommendation:

RECESS AS A CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW:

A. Public Hearing on Special Assessment Roll No. 3437 for street reconstruction and water and sewer main replacement on Perrine Street from Michigan Avenue to Pearl Street.

    1. Resolution confirming Roll No. 3437

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Attached is the resolution.

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

RESOLUTION
STREET RECONSTRUCTION, WATER AND SEWER MANI REPLACEMENT ON PERRINE STREET BETWEEN MICHIGAN AVENUE AND PEARL STREET

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Perrine Street, from Michigan Avenue to Pearl Street which assessments were by him placed on Assessment Roll No. 3437 in the amount of $92,610.53 and reported to the City Council as its meeting held on the 11th day of October, 2022; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday October 11, 2022, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3437 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.95% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

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 sitting as a Board of Review on the 11th day of October, 2022.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of October 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

September 16, 2022

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

Please place on the agenda for Tuesday, October 11, 2022, the following special assessment roll(s), setting a public hearing for **Tuesday, October 11, 2022**:

ROLL NUMBER	ROLL PURPOSE	AMOUNT ASSESSED	INSTALLMENTS
3437	Reconstruction, Water & Sewer on Perrine Street, Michigan to Pearl	$92,610.53	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, October 11, 2022.

Sincerely,

Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, Water Department, Public Works, NEO, Finance, File

Roll for Year 2022
Population: Special Assessment District (3437)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3437	7-051200000	0.00	0.00		0.00	3,575.00	3,575.00
PERRINE, MICH - P	AMERICAN 1 FEDERAL CREDIT UNION 718 E MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
LOT 7 BLK 30 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3437	7-051300000	0.00	0.00		0.00	53,502.24	53,502.24
PERRINE, MICH - P	AMERICAN 1 FEDERAL CREDIT UNION 718 E MICHIGAN AVE JACKSON MI 49201	0.00				0.00	
LOT 8 BLK 30 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3437	7-0515.1000	0.00	0.00		0.00	21,583.29	21,583.29
PERRINE, MICH - P	GOOSTREY CHARLES W ET AL 116 N STATE ST JACKSON MI 49201	0.00				0.00	
0518, 0520 NLY 53.25 FT OF LOT 1 & WLY 50 FT OF LOT 3 & ALL OF LOT 4 BLK 31 AN EXT OF VILLAGE OF JACKSONBURGH ON EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3437	7-051500000	0.00	0.00		0.00	12,500.00	12,500.00
PERRINE, MICH - P	R & S LLC 3118 FAITH DR SPRING ARBOR MI 49283	0.00				0.00	
SLY 78.75 FT OF LOT 1 BLK 31 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3437	7-051600000	0.00	0.00		0.00	1,450.00	1,450.00
PERRINE, MICH - P	HACKER DIANE M ET AL 116 N STATE ST JACKSON MI 49201	0.00				0.00	
0517 LOT 2 BLK 31 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
Total Parcels: 5		0.00 0.00	0.00		0.00	92,610.53 0.00	92,610.53

v.1.0.8248.23990

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, City Clerk

DATE: October 11, 2022

SUBJECT: Confirmation of Special Assessment Roll No. 3438

Recommendation:

RECESS AS A CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW:

A. Public Hearing on Special Assessment Roll No. 3438 for street reconstruction and water and sewer main replacement on Perrine Street from Pearl Street to Burr Street.

    1. Resolution confirming Roll No. 3438

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Attached is the resolution.

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

RESOLUTION
STREET RECONSTRUCTION, WATER AND SEWER MANI REPLACEMENT ON PERRINE STREET BETWEEN PEARL STREET AND BURR STREET

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Perrine Street, from Pearl Street to Burr Street which assessments were by him placed on Assessment Roll No. 3438 in the amount of $107,391.73 and reported to the City Council as its meeting held on the 11th day of October, 2022; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday October 11, 2022, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3438 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.95% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

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 sitting as a Board of Review on the 11th day of October, 2022.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of October 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

September 26, 2022

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

Please place on the agenda for Tuesday, October 11, 2022, the following special assessment roll(s), setting a public hearing for **Tuesday, October 11, 2022**:

ROLL NUMBER	ROLL PURPOSE	AMOUNT ASSESSED	INSTALLMENTS
3438	Reconstruction, Water & Sewer on Perrine Street, Pearl to Burr	$107,391.73	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, October 11, 2022.

Sincerely,

Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, Water Department, Public Works, NEO, Finance, File

Roll for Year 2022
Population: Special Assessment District (3438)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3438	7-021800000	0.00	0.00		0.00	375.00	375.00
PERRINE, PEARL -	CROWNLINE PROPERTIES LLC 1894 SUNCREST DR GRASS LAKE MI 49240	0.00				0.00	
N 43.73 FT OF LOT 1 BLK 3 AN EXT OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-021900000	0.00	0.00		0.00	5,700.00	5,700.00
PERRINE, PEARL -	CROWNLINE PROPERTIES LLC 1894 SUNCREST DR GRASS LAKE MI 49240	0.00				0.00	
S 40 FT OF LOT 2 BLK 3 AN EXT OF THE VILLAGE OF JACKSONBURGH ON EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-022000000	0.00	0.00		0.00	5,947.83	5,947.83
PERRINE, PEARL -	BERRY CHRISTOPER P T ET AL 411 N PERRINE ST JACKSON MI 49201	0.00				0.00	
S 41.25 FT OF N 92 FT OF LOT 2 BLK 3 AN EXT OF THE VILLAGE OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-022100000	0.00	0.00		0.00	7,317.64	7,317.64
PERRINE, PEARL -	RUSSELL CHRISTOPHER 801 BURR ST JACKSON MI 49201	0.00				0.00	
N 50.75 FT OF W 62 FT OF LOT 2 BLK 3 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-0223.0100	0.00	0.00		0.00	10,725.00	10,725.00
PERRINE, PEARL -	SHEPPARD HEIDI L ET AL 804 HOMEWILD AVE JACKSON MI 49201	0.00				0.00	
LOT 4 & S 88.28 FT OF LOT 1 BLK 3 AN EXT OF THE VILLAGE OF JACKSONBURGH ON THE E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT SPLIT/COMBINED ON 01/30/2022 FROM 7-022300000, 7-021700000, 7-0218.1000							
3438	7-0237.1000	0.00	0.00		0.00	4,525.00	4,525.00
PERRINE, PEARL -	WIREMAN JOANNE 408 N PERRINE ST JACKSON MI 49201	0.00				0.00	
0236.1 S 1/2 OF LOTS 6 & 7 BLK 4 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-023700000	0.00	0.00		0.00	525.00	525.00
PERRINE, PEARL -	PASCARELLA DAVID A PO BOX 680596 ORLANDO FL 32868	0.00				0.00	
N 1/2 OF LOT 7 BLK 4 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							

Roll for Year 2022
Population: Special Assessment District (3438)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3438	7-023800000	0.00	0.00		0.00	500.00	500.00
PERRINE, PEARL -	CRISPELL BARRY D 714 HOMEWILD AVE JACKSON MI 49201	0.00				0.00	
LOT 8 EX S 71 FT 5 INCHES BLK 4 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-023900000	0.00	0.00		0.00	5,450.00	5,450.00
PERRINE, PEARL -	CRISPELL BARRY D 714 HOMEWILD AVE JACKSON MI 49201	0.00				0.00	
S 71 FT 5 INCHES OF LOT 8 BLK 4 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-036500000	0.00	0.00		0.00	7,150.00	7,150.00
PERRINE, PEARL -	SANTIAGO MATILDE & JOSE L 308 N PERRINE ST JACKSON MI 49201	0.00				0.00	
0366 S 3 RDS OF LOTS 6 & 7 & N 46.5 FT OF LOT 8 BLK 13 AN EXTENSION OF VILLAGE OF JACKSONBURG ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-036700000	0.00	0.00		0.00	575.00	575.00
PERRINE, PEARL -	GOOSTREY CHARLES ET AL 116 N STATE ST JACKSON MI 49201	0.00				0.00	
LOT 8 EX N 46.5 FT BLK 13 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-0370.1000	0.00	0.00		0.00	6,376.26	6,376.26
PERRINE, PEARL -	WILSON NICHOLAS R 309 N PERRINE ST JACKSON MI 49201	0.00				0.00	
S 1/2 OF LOT 2 & ALL OF LOT 3 BLK 14 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT SPLIT ON 01/05/2015 WITH 7-037100000, 7-037300000 INTO 7-0370.1000							
3438	7-037200000	0.00	0.00		0.00	5,800.00	5,800.00
PERRINE, PEARL -	GENIX LONNIE J & KATHY A 171 PEACH ST APT 101 JACKSON MI 49202	0.00				0.00	
N 1/2 OF LOT 2 BLK 14 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							

v.1.0.8248.23990

Roll for Year 2022
Population: Special Assessment District (3438)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
3438	7-042200000	0.00	0.00		0.00	28,950.00	28,950.00
PERRINE, PEARL -	SALVATION ARMY 806 E PEARL ST JACKSON MI 49201	0.00				0.00	
0415, 0416, 0417, 0418, 0419, 0419.3, 0419.4, 0419.5, 0420, 0421 BLK 18 EX E 1/2 OF LOT 8 & EX E 1/2 OF N 22 FT OF LOT 7 & EX S 44 FT OF LOT 7 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-043000000	0.00	0.00		0.00	7,375.00	7,375.00
PERRINE, PEARL -	CREWS COLETTA A 212 N PERRINE ST JACKSON MI 49201	0.00				0.00	
LOT 7 BLK 19 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
3438	7-043100000	0.00	0.00		0.00	10,100.00	10,100.00
PERRINE, PEARL -	GIDEON ERIC 1743 MIDDLETON PL LOS ANGELES CA 90062	0.00				0.00	
LOT 8 BLK 19 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
Total Parcels: 16		0.00	0.00		0.00	107,391.73	107,391.73
		0.00				0.00	

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: Jackson Brownfield Redevelopment Authority (JBRA)

DATE: October 3, 2022

SUBJECT: First Amendment to Brownfield Plan Development and Reimbursement Agreement for 241 West Michigan Avenue, (Commonwealth and Associates, Inc.), Parcel ID 4-01400000.

On July 13, 2021, the City of Jackson City Council held a public hearing and, subsequently, voted to approve a Brownfield Plan, Interlocal Agreement with the DDA and the Redevelopment and Reimbursement Agreement for the redevelopment 241 West Michigan Avenue (Commonwealth and Associates, Inc.), parcel ID 4-01400000.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve a resolution in support for a Brownfield Plan for 241 West Michigan Avenue.

Vote – *Yeas: Mayor Dobies, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.*

Subsection 2.1, paragraph four, of the original brownfield plan states *"Prior to demolition, it will be necessary to remove and properly dispose of asbestos-containing building materials. The cost for removal of these materials including labor, disposal, and air monitoring was originally estimated at $278,652."*

Including $2,500 Phase I ESA, $475 asbestos survey and interior building demolition costs estimated at $165,093 (including equipment, labor, and material removal), the estimated total brownfield plan, with 15% of eligible activity costs contingencies, was $528,282.

However, during construction it was discovered the existing conditions of the building did not match the drawings resulting in necessary additional asbestos abatement to maintain safe conditions. The additional cost for the removal of these materials, without contingencies, is $516,540. Increasing the total cost of asbestos abatement to $795,192.

The total of the estimated brownfield eligible activity costs, including 15% of eligible activity costs contingencies, is estimated at $1,044,822.

On August 10, 2022, the Jackson Brownfield Redevelopment Authority voted to recommended approval of the First Amendment to Brownfield Plan Development and Reimbursement Agreement for 241 West Michigan Avenue, (Commonwealth and Associates, Inc.), Parcel ID 4-01400000.

Board Member Greene moved, with support from Board Member Schlecte, to recommend approval of the plan brownfield plan amendment to the City Council.

Vote – *Yeas: Mayor Mahoney, Councilmember Schlecte, City Manager Greene, JBRA Members Greer, Hones, Duke, Damich, and Wilkins (8). Nays: none. Motion carried.*

Recommendation:

Hold the public hearing and adopt the First Amendment to Brownfield Plan Development and Reimbursement Agreement for 241 West Michigan Avenue, (Commonwealth and Associates, Inc), Parcel ID 4-01400000.

Your consideration and concurrence is appreciated.

Attachments: Resolution, Fact Sheet, Development and Reimbursement Agreement, TIF Table, Amended Brownfield Plan, and Public Hearing Notices.

CITY OF JACKSON, JACKSON COUNTY

MICHIGAN

RESOLUTION IN SUPPORT OF A BROWNFIELD PLAN AMENDMENT #1 PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of Jackson, Michigan, held in the Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, on _____, 2022 at 6:30 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City Council of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council of Jackson, the Brownfield Plan Amendment (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 241 West Michigan Avenue in the City of Jackson, Jackson County, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City Council of Jackson has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, as a result of the review of the Plan the City Council of Jackson concurs with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the City Council of Jackson, by the Act, the Plan is hereby supported in the form attached to this Resolution.

2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions of parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Jackson at a regular meeting held on the _____ day of _____, 2022, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____, 2022.

Andrea Muray

City Clerk

Daniel Mahoney

Mayor

CITY OF JACKSON

Fact Sheet for Project Vault Brownfield Plan
241 West Michigan Avenue, Jackson, Michigan

The redevelopment project consists of the renovation a four-story building in downtown Jackson. The site is located at 241 West Michigan Avenue, Jackson, Michigan. This renovation will result in the building becoming the headquarters for a Jackson-based engineering firm. The project will result in the creation of 60 new jobs over the next three years. Approximately 120 employees will be housed in the new headquarters, supporting downtown businesses, and adding income tax revenues for the City of Jackson.

The total investment anticipated for the redevelopment is approximately $8.0 million. This includes significant upgrades to the building's structure, architecture, façade, and mechanical systems. Also included in this cost is new IT systems, fixtures and furnishings, architecture, and engineering services. Personal Property taxes will be captured as part of the Plan.

- Initial Taxable Value: **$539,100**
- Future Taxable Value (Projected): **$1,125,000**
- Future Taxable Value of Personal Property (Projected): **$1,250,000**
- Estimated Years to Reimburse Eligible Costs: **25**
- Maximum Amount of Eligible Activities to be reimbursed: **$1,044,822**
- Amounted to be Deposited in State Revolving Fund (Estimated): **$93,117**
- Amount to be Deposited in Local Brownfield Revolving Fund (Estimated): **$361,711**

To support the project, in June of 2021 the DDA entered into an Interlocal Agreement with the Brownfield Redevelopment Authority to allow the BRA to collect and disburse the tax increment for this project. The DDA will continue to collect revenues on the initial value of the property – approximately $16,000 annually. This interlocal cooperation between the Brownfield Redevelopment Authority and DDA greatly assists this project and enhances the City's commitment to the project, which in turn leveraged support from the Michigan Economic Development Corporation's Business Development Program which provides an incentive to the project based on job creation. The project is part of a larger effort managed by Anchor initiative to drive business and residential growth in the core downtown area.

Table 2A Tax Increment Revenue Capture Estimates
Personal Property - Computer Equipment
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation Schedule	0.00	0.60	0.44	0.32	0.24	0.19	0.15	0.08	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Estimated New TV	$ -	$ 450,000	$ 330,000	$ 240,000	$ 180,000	$ 142,500	$ 112,500	$ 60,000	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incremental Difference (New TV - Base TV)	**$ -**	**$ 450,000**	**$ 330,000**	**$ 240,000**	**$ 180,000**	**$ 142,500**	**$ 112,500**	**$ 60,000**	**$ 60,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ -	$ 2,700	$ 1,980	$ 1,440	$ 1,080	$ 855	$ 675	$ 360	$ 360	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Operating Tax	17.8920	$ -	$ 8,051	$ 5,904	$ 4,294	$ 3,221	$ 2,550	$ 2,013	$ 1,074	$ 1,074	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	**23.8920**	**$ -**	**$ 10,751**	**$ 7,884**	**$ 5,734**	**$ 4,301**	**$ 3,405**	**$ 2,688**	**$ 1,434**	**$ 1,434**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate																			
City Operating	6.7158	$ -	$ 3,022	$ 2,216	$ 1,612	$ 1,209	$ 957	$ 756	$ 403	$ 403	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Pub Impr.	1.9187	$ -	$ 863	$ 633	$ 460	$ 345	$ 273	$ 216	$ 115	$ 115	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Pol/Fire	9.5100	$ -	$ 4,280	$ 3,138	$ 2,282	$ 1,712	$ 1,355	$ 1,070	$ 571	$ 571	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson College	1.1390	$ -	$ 513	$ 376	$ 273	$ 205	$ 162	$ 128	$ 68	$ 68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD Oper	0.1708	$ -	$ 77	$ 56	$ 41	$ 31	$ 24	$ 19	$ 10	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD Spec	2.3589	$ -	$ 1,062	$ 778	$ 566	$ 425	$ 336	$ 265	$ 142	$ 142	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD SP12	0.7736	$ -	$ 348	$ 255	$ 186	$ 139	$ 110	$ 87	$ 46	$ 46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
JPS Oper Pub Rec	0.4982	$ -	$ 224	$ 164	$ 120	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
County Oper	5.0941	$ -	$ 2,292	$ 1,681	$ 1,223	$ 917	$ 726	$ 573	$ 306	$ 306	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Med Care	0.2491	$ -	$ 112	$ 82	$ 60	$ 45	$ 35	$ 28	$ 15	$ 15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jail	0.4827	$ -	$ 217	$ 159	$ 116	$ 87	$ 69	$ 54	$ 29	$ 29	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Senior Svcs	0.6000	$ -	$ 270	$ 198	$ 144	$ 108	$ 86	$ 68	$ 36	$ 36	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lifeways	0.4975	$ -	$ 224	$ 164	$ 119	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
County Parks	0.4982	$ -	$ 224	$ 164	$ 120	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Animal Control	0.2491	$ -	$ 112	$ 82	$ 60	$ 45	$ 35	$ 28	$ 15	$ 15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Library	1.7508	$ -	$ 788	$ 578	$ 420	$ 315	$ 249	$ 197	$ 105	$ 105	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD	4.3720	$ -	$ 1,967	$ 1,443	$ 1,049	$ 787	$ 623	$ 492	$ 262	$ 262	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
JTA	0.9995	$ -	$ 450	$ 330	$ 240	$ 180	$ 142	$ 112	$ 60	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Total	**37.8780**	**$ -**	**$ 17,045**	**$ 12,500**	**$ 9,091**	**$ 6,818**	**$ 5,398**	**$ 4,261**	**$ 2,273**	**$ 2,273**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 27,797	$ 20,384	$ 14,825	$ 11,119	$ 8,802	$ 6,949	$ 3,706	$ 3,706	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Footnotes:
NOTES:
Depreciation Schedule based on Form 632, Section F: Computer Equipment
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 2B Tax Increment Revenue Capture Estimates
Personal Property - Furniture Fixtures
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation Schedule	0.00	0.91	0.80	0.69	0.61	0.53	0.47	0.42	0.37	0.33	0.29	0.27	0.24	0.22	0.19	0.12	0.12	0.00	0.00	0.00
Estimated New TV	$ -	$ 455,000	$ 400,000	$ 345,000	$ 305,000	$ 265,000	$ 235,000	$ 210,000	$ 185,000	$ 165,000	$ 145,000	$ 135,000	$ 120,000	$ 110,000	$ 95,000	$ 60,000	$ 60,000	$ -	$ -	$ -
Incremental Difference (New TV - Base TV)	**$ -**	**$ 455,000**	**$ 400,000**	**$ 345,000**	**$ 305,000**	**$ 265,000**	**$ 235,000**	**$ 210,000**	**$ 185,000**	**$ 165,000**	**$ 145,000**	**$ 135,000**	**$ 120,000**	**$ 110,000**	**$ 95,000**	**$ 60,000**	**$ 60,000**	**$ -**	**$ -**	**$ -**
School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ -	$ 2,730	$ 2,400	$ 2,070	$ 1,830	$ 1,590	$ 1,410	$ 1,260	$ 1,110	$ 990	$ 870	$ 810	$ 720	$ 660	$ 570	$ 360	$ 360	$ -	$ -	$ -
School Operating Tax	17.8920	$ -	$ 8,141	$ 7,157	$ 6,173	$ 5,457	$ 4,741	$ 4,205	$ 3,757	$ 3,310	$ 2,952	$ 2,594	$ 2,415	$ 2,147	$ 1,968	$ 1,700	$ 1,074	$ 1,074	$ -	$ -	$ -
School Total	**23.8920**	**$ -**	**$ 10,871**	**$ 9,557**	**$ 8,243**	**$ 7,287**	**$ 6,331**	**$ 5,615**	**$ 5,017**	**$ 4,420**	**$ 3,942**	**$ 3,464**	**$ 3,225**	**$ 2,867**	**$ 2,628**	**$ 2,270**	**$ 1,434**	**$ 1,434**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate																			
City Operating	6.7158	$ -	$ 3,056	$ 2,686	$ 2,317	$ 2,048	$ 1,780	$ 1,578	$ 1,410	$ 1,242	$ 1,108	$ 974	$ 907	$ 806	$ 739	$ 638	$ 403	$ 403	$ -	$ -	$ -
City Pub Impr.	1.9187	$ -	$ 873	$ 767	$ 662	$ 585	$ 508	$ 451	$ 403	$ 355	$ 317	$ 278	$ 259	$ 230	$ 211	$ 182	$ 115	$ 115	$ -	$ -	$ -
City Pol/Fire	9.5100	$ -	$ 4,327	$ 3,804	$ 3,281	$ 2,901	$ 2,520	$ 2,235	$ 1,997	$ 1,759	$ 1,569	$ 1,379	$ 1,284	$ 1,141	$ 1,046	$ 903	$ 571	$ 571	$ -	$ -	$ -
Jackson College	1.1390	$ -	$ 518	$ 456	$ 393	$ 347	$ 302	$ 268	$ 239	$ 211	$ 188	$ 165	$ 154	$ 137	$ 125	$ 108	$ 68	$ 68	$ -	$ -	$ -
Jackson ISD Oper	0.1708	$ -	$ 78	$ 68	$ 59	$ 52	$ 45	$ 40	$ 36	$ 32	$ 28	$ 25	$ 23	$ 20	$ 19	$ 16	$ 10	$ 10	$ -	$ -	$ -
Jackson ISD Spec	2.3589	$ -	$ 1,073	$ 944	$ 814	$ 719	$ 625	$ 554	$ 495	$ 436	$ 389	$ 342	$ 318	$ 283	$ 259	$ 224	$ 142	$ 142	$ -	$ -	$ -
Jackson ISD SP12	0.7736	$ -	$ 352	$ 309	$ 267	$ 236	$ 205	$ 182	$ 162	$ 143	$ 128	$ 112	$ 104	$ 93	$ 85	$ 73	$ 46	$ 46	$ -	$ -	$ -
JPS Oper Pub Rec	0.4982	$ -	$ 227	$ 199	$ 172	$ 152	$ 132	$ 117	$ 105	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
County Oper	5.0941	$ -	$ 2,318	$ 2,038	$ 1,757	$ 1,554	$ 1,350	$ 1,197	$ 1,070	$ 942	$ 841	$ 739	$ 688	$ 611	$ 560	$ 484	$ 306	$ 306	$ -	$ -	$ -
Med Care	0.2491	$ -	$ 113	$ 100	$ 86	$ 76	$ 66	$ 59	$ 52	$ 46	$ 41	$ 36	$ 34	$ 30	$ 27	$ 24	$ 15	$ 15	$ -	$ -	$ -
Jail	0.4827	$ -	$ 220	$ 193	$ 167	$ 147	$ 128	$ 113	$ 101	$ 89	$ 80	$ 70	$ 65	$ 58	$ 53	$ 46	$ 29	$ 29	$ -	$ -	$ -
Senior Svcs	0.6000	$ -	$ 273	$ 240	$ 207	$ 183	$ 159	$ 141	$ 126	$ 111	$ 99	$ 87	$ 81	$ 72	$ 66	$ 57	$ 36	$ 36	$ -	$ -	$ -
Lifeways	0.4975	$ -	$ 226	$ 199	$ 172	$ 152	$ 132	$ 117	$ 104	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
County Parks	0.4982	$ -	$ 227	$ 199	$ 172	$ 152	$ 132	$ 117	$ 105	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
Animal Control	0.2491	$ -	$ 113	$ 100	$ 86	$ 76	$ 66	$ 59	$ 52	$ 46	$ 41	$ 36	$ 34	$ 30	$ 27	$ 24	$ 15	$ 15	$ -	$ -	$ -
Library	1.7508	$ -	$ 797	$ 700	$ 604	$ 534	$ 464	$ 411	$ 368	$ 324	$ 289	$ 254	$ 236	$ 210	$ 193	$ 166	$ 105	$ 105	$ -	$ -	$ -
Jackson ISD	4.3720	$ -	$ 1,989	$ 1,749	$ 1,508	$ 1,333	$ 1,159	$ 1,027	$ 918	$ 809	$ 721	$ 634	$ 590	$ 525	$ 481	$ 415	$ 262	$ 262	$ -	$ -	$ -
JTA	0.9995	$ -	$ 455	$ 400	$ 345	$ 305	$ 265	$ 235	$ 210	$ 185	$ 165	$ 145	$ 135	$ 120	$ 110	$ 95	$ 60	$ 60	$ -	$ -	$ -
Local Total	**37.8780**	**$ -**	**$ 17,234**	**$ 15,151**	**$ 13,068**	**$ 11,553**	**$ 10,038**	**$ 8,901**	**$ 7,954**	**$ 7,007**	**$ 6,250**	**$ 5,492**	**$ 5,114**	**$ 4,545**	**$ 4,167**	**$ 3,598**	**$ 2,273**	**$ 2,273**	**$ -**	**$ -**	**$ -**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 28,105	$ 24,708	$ 21,311	$ 18,840	$ 16,369	$ 14,516	$ 12,972	$ 11,427	$ 10,192	$ 8,957	$ 8,339	$ 7,412	$ 6,795	$ 5,868	$ 3,706	$ 3,706	$ -	$ -	$ -

Footnotes:
NOTES:
Depreciation Schedule based on Form 632, Section A Furniture and Fixtures
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 2C Tax Increment Revenue Capture Estimates
All Land, Land Improvements, Buildings
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100
Estimated New TV	$ 1,125,000	$ 1,136,250	$ 1,147,613	$ 1,159,089	$ 1,170,680	$ 1,182,386	$ 1,194,210	$ 1,206,152	$ 1,218,214	$ 1,230,396	$ 1,242,700	$ 1,255,127	$ 1,267,678	$ 1,280,355	$ 1,293,158	$ 1,306,090	$ 1,319,151	$ 1,332,342	$ 1,345,666	$ 1,359,123
Incremental Difference (New TV - Base TV)	**$ 585,900**	**$ 597,150**	**$ 608,513**	**$ 619,989**	**$ 631,580**	**$ 643,286**	**$ 655,110**	**$ 667,052**	**$ 679,114**	**$ 691,296**	**$ 703,600**	**$ 716,027**	**$ 728,578**	**$ 741,255**	**$ 754,058**	**$ 766,990**	**$ 780,051**	**$ 793,242**	**$ 806,566**	**$ 820,023**

School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ 3,515	$ 3,583	$ 3,651	$ 3,720	$ 3,789	$ 3,860	$ 3,931	$ 4,002	$ 4,075	$ 4,148	$ 4,222	$ 4,296	$ 4,371	$ 4,448	$ 4,524	$ 4,602	$ 4,680	$ 4,759	$ 4,839	$ 4,920
School Operating Tax	17.8920	$ 10,483	$ 10,684	$ 10,888	$ 11,093	$ 11,300	$ 11,510	$ 11,721	$ 11,935	$ 12,151	$ 12,369	$ 12,589	$ 12,811	$ 13,036	$ 13,263	$ 13,492	$ 13,723	$ 13,957	$ 14,193	$ 14,431	$ 14,672
School Total	**23.8920**	**$ 13,998**	**$ 14,267**	**$ 14,539**	**$ 14,813**	**$ 15,090**	**$ 15,369**	**$ 15,652**	**$ 15,937**	**$ 16,225**	**$ 16,516**	**$ 16,810**	**$ 17,107**	**$ 17,407**	**$ 17,710**	**$ 18,016**	**$ 18,325**	**$ 18,637**	**$ 18,952**	**$ 19,270**	**$ 19,592**

Local Capture	Millage Rate																			
City Operating	6.7158	$ 3,935	$ 4,010	$ 4,087	$ 4,164	$ 4,242	$ 4,320	$ 4,400	$ 4,480	$ 4,561	$ 4,643	$ 4,725	$ 4,809	$ 4,893	$ 4,978	$ 5,064	$ 5,151	$ 5,239	$ 5,327	$ 5,417	$ 5,507
City Pub Impr.	1.9187	$ 1,124	$ 1,146	$ 1,168	$ 1,190	$ 1,212	$ 1,234	$ 1,257	$ 1,280	$ 1,303	$ 1,326	$ 1,350	$ 1,374	$ 1,398	$ 1,422	$ 1,447	$ 1,472	$ 1,497	$ 1,522	$ 1,548	$ 1,573
City Pol/Fire	9.5100	$ 5,572	$ 5,679	$ 5,787	$ 5,896	$ 6,006	$ 6,118	$ 6,230	$ 6,344	$ 6,458	$ 6,574	$ 6,691	$ 6,809	$ 6,929	$ 7,049	$ 7,171	$ 7,294	$ 7,418	$ 7,544	$ 7,670	$ 7,798
Jackson College	1.1390	$ 667	$ 680	$ 693	$ 706	$ 719	$ 733	$ 746	$ 760	$ 774	$ 787	$ 801	$ 816	$ 830	$ 844	$ 859	$ 874	$ 888	$ 904	$ 919	$ 934
Jackson ISD Oper	0.1708	$ 100	$ 102	$ 104	$ 106	$ 108	$ 110	$ 112	$ 114	$ 116	$ 118	$ 120	$ 122	$ 124	$ 127	$ 129	$ 131	$ 133	$ 135	$ 138	$ 140
Jackson ISD Spec	2.3589	$ 1,382	$ 1,409	$ 1,435	$ 1,462	$ 1,490	$ 1,517	$ 1,545	$ 1,574	$ 1,602	$ 1,631	$ 1,660	$ 1,689	$ 1,719	$ 1,749	$ 1,779	$ 1,809	$ 1,840	$ 1,871	$ 1,903	$ 1,934
Jackson ISD SP12	0.7736	$ 453	$ 462	$ 471	$ 480	$ 489	$ 498	$ 507	$ 516	$ 525	$ 535	$ 544	$ 554	$ 564	$ 573	$ 583	$ 593	$ 603	$ 614	$ 624	$ 634
JPS Oper Pub Rec	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
County Oper	5.0941	$ 2,985	$ 3,042	$ 3,100	$ 3,158	$ 3,217	$ 3,277	$ 3,337	$ 3,398	$ 3,459	$ 3,522	$ 3,584	$ 3,648	$ 3,711	$ 3,776	$ 3,841	$ 3,907	$ 3,974	$ 4,041	$ 4,109	$ 4,177
Med Care	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Jail	0.4827	$ 283	$ 288	$ 294	$ 299	$ 305	$ 311	$ 316	$ 322	$ 328	$ 334	$ 340	$ 346	$ 352	$ 358	$ 364	$ 370	$ 377	$ 383	$ 389	$ 396
Senior Svcs	0.6000	$ 352	$ 358	$ 365	$ 372	$ 379	$ 386	$ 393	$ 400	$ 407	$ 415	$ 422	$ 430	$ 437	$ 445	$ 452	$ 460	$ 468	$ 476	$ 484	$ 492
Lifeways	0.4975	$ 291	$ 297	$ 303	$ 308	$ 314	$ 320	$ 326	$ 332	$ 338	$ 344	$ 350	$ 356	$ 362	$ 369	$ 375	$ 382	$ 388	$ 395	$ 401	$ 408
County Parks	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
Animal Control	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Library	1.7508	$ 1,026	$ 1,045	$ 1,065	$ 1,085	$ 1,106	$ 1,126	$ 1,147	$ 1,168	$ 1,189	$ 1,210	$ 1,232	$ 1,254	$ 1,276	$ 1,298	$ 1,320	$ 1,343	$ 1,366	$ 1,389	$ 1,412	$ 1,436
Jackson ISD	4.3720	$ 2,562	$ 2,611	$ 2,660	$ 2,711	$ 2,761	$ 2,812	$ 2,864	$ 2,916	$ 2,969	$ 3,022	$ 3,076	$ 3,130	$ 3,185	$ 3,241	$ 3,297	$ 3,353	$ 3,410	$ 3,468	$ 3,526	$ 3,585
JTA	0.9995	$ 586	$ 597	$ 608	$ 620	$ 631	$ 643	$ 655	$ 667	$ 679	$ 691	$ 703	$ 716	$ 728	$ 741	$ 754	$ 767	$ 780	$ 793	$ 806	$ 820
Local Total	**37.8780**	**$ 22,193**	**$ 22,619**	**$ 23,049**	**$ 23,484**	**$ 23,923**	**$ 24,366**	**$ 24,814**	**$ 25,267**	**$ 25,723**	**$ 26,185**	**$ 26,651**	**$ 27,122**	**$ 27,597**	**$ 28,077**	**$ 28,562**	**$ 29,052**	**$ 29,547**	**$ 30,046**	**$ 30,551**	**$ 31,061**

Non-Capturable Millages	Millage Rate																			
DDA		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Non-Capturable Taxes	**0.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Total Tax Increment Revenue (TIR) Available for Capture	$ 36,191	$ 36,886	$ 37,588	$ 38,297	$ 39,013	$ 39,736	$ 40,466	$ 41,204	$ 41,949	$ 42,701	$ 43,461	$ 44,229	$ 45,004	$ 45,787	$ 46,578	$ 47,377	$ 48,184	$ 48,999	$ 49,822	$ 50,653

Footnotes:
NOTES:
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 3
Tax Increment Revenue Reimbursement Allocation Table
Project Vault
241 W Michigan Avenue
Jackson, Michigan
August 2022

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**38.7%**	**$ 404,126**		$ 404,126
Local	**61.3%**	**$ 640,696**		$ 640,696
TOTAL				
EGLE	0.3%	$ 2,975	$ -	$ 2,975
MSF	99.7%	$ 1,041,847	$ -	$ 1,041,847

Estimated Total Years of Plan: 30

Estimated Capture	
Administrative Fees	$ 52,698
State Brownfield Redevelopment Fund	$ 93,117
Local Brownfield Revolving Fund	$ 361,711

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue		$ 13,998	$ 35,889	$ 31,980	$ 28,790	$ 26,677	$ 25,105	$ 23,954	$ 22,388	$ 22,079	$ 20,459	$ 20,275	$ 20,333	$ 20,274	$ 20,338	$ 20,286	$ 19,758	$ 20,070	$ 18,952	$ 19,270	$ 19,592	$ 19,917	$ 20,245	$ 20,576	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 511,206
State Brownfield Redevelopment Fund (50% of SET)		$ 1,758	$ 9,888	$ 8,356	$ 7,093	$ 6,234	$ 5,575	$ 5,074	$ 4,417	$ 4,229	$ 3,550	$ 3,408	$ 3,356	$ 3,259	$ 3,208	$ 3,112	$ 2,838	$ 2,877	$ 2,380	$ 2,420	$ 2,460	$ 2,501	$ 2,542	$ 2,584	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 93,117
State TIR Available for Reimbursement		**$ 12,241**	**$ 26,002**	**$ 23,624**	**$ 21,696**	**$ 20,444**	**$ 19,530**	**$ 18,880**	**$ 17,971**	**$ 17,850**	**$ 16,909**	**$ 16,867**	**$ 16,977**	**$ 17,015**	**$ 17,130**	**$ 17,174**	**$ 16,921**	**$ 17,194**	**$ 16,572**	**$ 16,851**	**$ 17,132**	**$ 17,416**	**$ 17,703**	**$ 17,992**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 418,089**
Total Local Incremental Revenue		$ 22,193	$ 56,898	$ 50,700	$ 45,643	$ 42,294	$ 39,802	$ 37,977	$ 35,494	$ 35,004	$ 32,435	$ 32,143	$ 32,235	$ 32,142	$ 32,244	$ 32,161	$ 31,325	$ 31,819	$ 30,046	$ 30,551	$ 31,061	$ 31,576	$ 32,096	$ 32,621	$ 33,151	$ 33,687	$ 34,228	$ 34,774	$ 35,326	$ 35,883	$ 36,446	$ 1,053,953
BRA Administrative Fee (5%)		$ 1,110	$ 2,845	$ 2,535	$ 2,282	$ 2,115	$ 1,990	$ 1,899	$ 1,775	$ 1,750	$ 1,622	$ 1,607	$ 1,612	$ 1,607	$ 1,612	$ 1,608	$ 1,566	$ 1,591	$ 1,502	$ 1,528	$ 1,553	$ 1,579	$ 1,605	$ 1,631	$ 1,658	$ 1,684	$ 1,711	$ 1,739	$ 1,766	$ 1,794	$ 1,822	$ 52,698
Local TIR Available for Reimbursement		**$ 21,083**	**$ 54,054**	**$ 48,165**	**$ 43,360**	**$ 40,179**	**$ 37,812**	**$ 36,078**	**$ 33,719**	**$ 33,253**	**$ 30,813**	**$ 30,536**	**$ 30,623**	**$ 30,535**	**$ 30,632**	**$ 30,553**	**$ 29,758**	**$ 30,228**	**$ 28,544**	**$ 29,024**	**$ 29,508**	**$ 29,997**	**$ 30,491**	**$ 30,990**	**$ 31,493**	**$ 32,002**	**$ 32,516**	**$ 33,035**	**$ 33,560**	**$ 34,089**	**$ 34,624**	**$ 1,001,256**
Total State & Local TIR Available		**$ 33,324**	**$ 80,055**	**$ 71,789**	**$ 65,057**	**$ 60,623**	**$ 57,342**	**$ 54,958**	**$ 51,690**	**$ 51,103**	**$ 47,722**	**$ 47,403**	**$ 47,600**	**$ 47,550**	**$ 47,762**	**$ 47,726**	**$ 46,679**	**$ 47,422**	**$ 45,117**	**$ 45,874**	**$ 46,640**	**$ 47,413**	**$ 48,193**	**$ 48,982**	**$ 31,493**	**$ 32,002**	**$ 32,516**	**$ 33,035**	**$ 33,560**	**$ 34,089**	**$ 34,624**	**$ 1,419,345**
DEVELOPER/BRA	Beginning Balance																															
Reimbursement Balance	***$ 1,044,822***	***$ 1,011,498***	***$ 931,443***	***$ 859,654***	***$ 794,598***	***$ 733,975***	***$ 676,633***	***$ 621,675***	***$ 569,984***	***$ 518,881***	***$ 471,159***	***$ 423,756***	***$ 376,156***	***$ 328,606***	***$ 280,844***	***$ 264,821***	***$ 247,900***	***$ 230,707***	***$ 214,134***	***$ 197,283***	***$ 180,151***	***$ 132,739***	***$ 84,545***	***$ 48,376***	***$ 16,882***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ -***
MSF Non-Environmental Costs	$ 525,307	$ 525,307	$ 492,171	$ 412,566	$ 341,182	$ 276,492	$ 216,210	$ 159,191	$ 104,543	$ 53,143	$ 2,194	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ 203,183	$ 12,172	$ 25,855	$ 23,491	$ 21,574	$ 20,329	$ 19,420	$ 18,774	$ 17,870	$ 17,749	$ 2,194	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 179,428
Local Tax Reimbursement	$ 322,124	$ 20,964	$ 53,749	$ 47,894	$ 43,116	$ 39,953	$ 37,599	$ 35,875	$ 33,529	$ 33,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 345,879
Total MSF Reimbursement Balance		***$ 492,171***	***$ 412,566***	***$ 341,182***	***$ 276,492***	***$ 216,210***	***$ 159,191***	***$ 104,543***	***$ 53,143***	***$ 2,194***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 525,307***
EGLE Environmental Costs	*$ 2,975*	*$ 2,975*	*$ 2,787*	*$ 2,337*	*$ 1,932*	*$ 1,566*	*$ 1,224*	*$ 902*	*$ 592*	*$ 301*	*$ 147*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	$ 1,151	$ 69	$ 146	$ 133	$ 122	$ 115	$ 110	$ 106	$ 101	$ 101	$ 147	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,151
Local Tax Reimbursement	$ 1,824	$ 119	$ 304	$ 271	$ 244	$ 226	$ 213	$ 203	$ 190	$ 53	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,824
Total EGLE Reimbursement Balance		*$ 2,787*	*$ 2,337*	*$ 1,932*	*$ 1,566*	*$ 1,224*	*$ 902*	*$ 592*	*$ 301*	*$ 147*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 2,975*
MSF Non-Environmental Additional Costs	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 471,159*	*$ 423,756*	*$ 376,156*	*$ 328,606*	*$ 280,844*	*$ 264,821*	*$ 247,900*	*$ 230,707*	*$ 214,134*	*$ 197,283*	*$ 180,151*	*$ 132,739*	*$ 84,545*	*$ 48,376*	*$ 16,882*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	*$ 199,792*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,568	$ 16,867	$ 16,977	$ 17,015	$ 17,130	$ 16,023	$ 16,921	$ 17,194	$ 16,572	$ 16,851	$ 17,132	$ 17,416	$ 17,703	$ 5,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 223,548
Local Tax Reimbursement	$ 316,748	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,813	$ 30,536	$ 30,623	$ 30,535	$ 30,632	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,997	$ 30,491	$ 30,990	$ 31,493	$ 16,882	$ -	$ -	$ -	$ -	$ -	$ 292,992
Total Reimbursement Balance		*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 471,159*	*$ 423,756*	*$ 376,156*	*$ 328,606*	*$ 280,844*	*$ 264,821*	*$ 247,900*	*$ 230,707*	*$ 214,134*	*$ 197,283*	*$ 180,151*	*$ 132,739*	*$ 84,545*	*$ 48,376*	*$ 16,882*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 516,540*
Total Annual Reimbursement		*$ 33,324*	$ 80,055	$ 71,789	$ 65,057	$ 60,623	$ 57,342	$ 54,958	$ 51,690	$ 51,103	$ 47,722	$ 47,403	$ 47,600	$ 47,550	$ 47,762	$ 16,023	$ 16,921	$ 17,194	$ 16,572	$ 16,851	$ 17,132	$ 47,413	$ 48,193	$ 36,170	$ 31,493	$ 16,882	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL BROWNFIELD REVOLVING FUN																																
LBRF Deposits *	**$ 171,163**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Capture	*$ 1,151*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 1,151*	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 1,151*
Local Tax Capture	*$ 170,012*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 30,553*	*$ 29,758*	*$ 30,228*	*$ 28,544*	*$ 29,024*	*$ 29,508*	$ -	$ -	$ -	$ -	*$ 15,120*	*$ 32,516*	*$ 33,035*	*$ 33,560*	*$ 34,089*	*$ 34,624*	*$ 360,560*
Total LBRF Capture	*$ -*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 31,703*	*$ 29,758*	*$ 30,228*	*$ 28,544*	*$ 29,024*	*$ 29,508*	$ -	$ -	$ -	$ -	*$ 15,120*	*$ 32,516*	*$ 33,035*	*$ 33,560*	*$ 34,089*	*$ 34,624*	*$ 361,711*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
In Year 15 Capture for the LBRF begins as orginally stated, with LBRF State capture limited to $1,151. The amended additonal developer costs will continue State reimbursement the same year. Once the Local LBRF $170,012 limit is reached, the ameneded additional costs will begin local reimbursements (year 21). Once all Developer costs are reimbursed (Year 25) capture will resume to the LBRF, to not exceed the $1,044,822 total

CITY OF JACKSON
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN
AMENDMENT #1

FOR

PROJECT VAULT
FORMER COMERICA BUILDING
241 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

Approved by the Brownfield Redevelopment Authority on: June 9, 2021
Approved by the City Council on: July 13, 2021

Amendment # 1 Approved by the Brownfield Redevelopment Authority on: _____
Amendment #1 Approved by the City Council on: _____

Prepared with the assistance of:

ENVIROLOGIC TECHNOLOGIES, INC.
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Kalamazoo, Michigan 49048
(269) 342-1100

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ATTACHMENTS

NOTICE OF PUBLIC HEARING
NOTICE TO TAXING JURISDICTIONS
RESOLUTION APPROVING A BROWNFIELD PLAN
DEVELOPMENT AND REIMBURSEMENT AGREEMENT
SIGNED AFFIDAVIT FOR FUNCTIONAL OBSOLESCENCE

©envirologic

30+ years

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN FOR
PROJECT VAULT
FORMER COMERICA BUILDING
241 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

1. INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Envirologic has prepared this Brownfield Plan on behalf of the City of Jackson Brownfield Redevelopment Authority for a single parcel of land located in the downtown area of the City of Jackson (Exhibits, Figure 1). The project is the redevelopment of a four-story, 31,954-square-foot former bank building into the headquarters for a Jackson-based engineering firm. This project will bring 120 high-paying jobs into the downtown Jackson area.

The total investment anticipated for the redevelopment is approximately $8.0 million. This includes significant upgrades to the building's structure, architecture, façade, and mechanical systems. Also included in this cost is new IT systems, fixtures and furnishings, architecture, and engineering services.

The purpose of this plan, to be implemented by the City of Jackson Brownfield Redevelopment Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381.

1.2 Eligible Property Information

The Project Site consists of one parcel of land. The site has also been declared functionally obsolete by the local assessor and thus is an "eligible property" under the Act. The finding of functional obsolescence is based on outdated mechanical building systems, inadequate electrical and IT systems, and the presence of asbestos-containing building materials. The Assessor's Statement of Obsolescence is attached.

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30+ years

The following parcel of property is subject to this plan:

Parcel ID 4-014000000
241 West Michigan Avenue, Jackson, MI
0.3 Acres

2. INFORMATION REQUIRED BY SECTION 13[2] OF THE STATUTE

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the developer (Commonwealth Associates or their affiliates) and the City of Jackson Brownfield Redevelopment Authority. Tax increment revenues will be captured for reimbursement from local and school tax increment revenues as available. Preparation of an Act 381 Work Plan for the approval of school tax capture is included for the eligible activities that require such approval.

Eligible activities that are statutorily eligible for reimbursement with both local and school tax increment revenues include the Phase I Environmental Site Assessment (ESA) and survey for asbestos-containing materials. The Phase I ESA was financed by the City of Jackson at a cost of $2,500. The asbestos survey was completed by the developer at a cost of $475.

The project includes “non-environmental costs” that are eligible for reimbursement through the Brownfield Plan. These will be reimbursed with both school and local taxes following approval of an Act 381 Work Plan, which will allow the capture of the school tax increment revenues.

Partial building demolition and site demolition costs are eligible. Interior building demolition costs are estimated at $165,093 including equipment, labor, and material removal.

Prior to demolition, it will be necessary to remove and properly dispose of asbestos-containing building materials. The cost for removal of these materials including labor, disposal, and air monitoring was originally estimated at $278,652. During construction, the existing conditions of the building were discovered to not match the drawings and additional asbestos abatement was deemed necessary to maintain safe conditions. The additional cost for the removal of these materials is $516,540. No contingencies are added for this additional work. The total cost of asbestos abatement is $795,192.

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15% of eligible activity costs are included as a contingency in this Brownfield Plan, a total of $66,562.

The development of the Brownfield Plan and Act 381 Work Plan is also an eligible activity, estimated at a cost of $15,000 completed by the developer.

Administrative expenses will be paid for over the term of the plan with local-only tax increment revenues, currently estimated at 5% of the available tax increment.

The total of the estimated brownfield eligible activity costs including contingencies is estimated at $1,044,822.

Eligible costs are detailed in Table 1.

2.2 Summary of Eligible Activities

Eligible activities include Michigan Department of Environment, Great Lakes, and Energy (EGLE) Pre-Approved Activities that consist of a Phase I ESA and a survey for asbestos-containing building materials.

Non-environmental eligible costs include building demolition. Eligible activities as part of building demolition consist of interior demolition and removal of windows and other façade components. Abatement of asbestos-containing building materials will also be conducted prior to the demolition activities.

A contingency of 15% of eligible activity costs is an eligible activity to accommodate unforeseen circumstances, variability in volume estimates, and refinement in contractor costs not yet secured.

The development of the Brownfield Plan and Act 381 Work Plan is also an eligible activity.

The administrative costs of the Brownfield Redevelopment Authority are an eligible cost.

Eligible activities are itemized in Table 1.

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30+ years

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The Downtown Development Authority (DDA) intends to forego collection of tax increment allowed in its Tax Increment Financing Plan in favor of this Brownfield Plan. This interlocal cooperation between the Brownfield Redevelopment Authority and DDA greatly assists this project and enhances the City's commitment to the project, which in turn leverages support from the Michigan Economic Development Corporation's Business Development Program.

For the purposes of this plan, the initial taxable value will be the value of the eligible property established at the time this plan is adopted (i.e., the 2021 taxable value). At the time of this plan adoption, the property is valued at $539,100. Construction activities are anticipated to begin in 2021 and be completed in 2022, such that the first tax increment is expected with the 2022 Summer and Winter taxes. This is projected to be the first year of tax capture under this plan, though the taxable value in that year might not yet represent the full projected taxable value upon completion of the project. The estimated taxable value of real property upon completion of the project is $1,125,000. An annual increase in taxable value is projected for each subsequent year.

The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Tables 2 and 3).

Personal property will be captured as part of this plan. The estimated taxable value of personal property is based on $1.5M of Computer Equipment and $1M of Furniture and Fixtures. The detailed schedule of depreciation is depicted in Tables 2A and 2B.

2.4 Method of Financing and Description of Advances by the Municipality

All eligible activities are being financed by the developer except for completion of the Phase I ESA completed by the City of Jackson. No advances by the municipality have been made or are anticipated.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

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30+ years

2.6 Duration of Brownfield Plan

The Authority intends to begin capture of tax increment in 2022, after the property is improved. This plan will then remain in place until the eligible activities have been fully reimbursed or 30 years, whichever occurs sooner.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Table 2 (Tax Capture) and Table 3 (Reimbursement Schedule).

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Project Site consists of one parcel of land. The property has been designated "Functional Obsolete" by the local assessor and is thus an eligible property.

The parcel of property subject to this Brownfield Plan is:

Parcel ID: 4-014000000
Address: 241 West Michigan Avenue, Jackson, MI
Acreage: 0.3 Acres
Legal Description: 0142, 0143 W 66 FT OF LOTS 5 & 6 & W 33 FT OF LOTS 3 & 4 B1S R1W
THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

This Brownfield Plan does not intend to capture tax increment revenues associated with personal property tax.

2.9 Estimates of Residents and Displacement of Families

There will be no displacement of residents or families to complete the project.

2.10 Plan for Relocation of Displaced Persons

Not applicable.

2.11 Provisions for Relocation Costs

Not applicable.

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2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

Not applicable.

©envirologic

30+ years

EXHIBITS

FIGURE 1: *Location Map*
FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: *Summary of Eligible Costs*
TABLE 2A: *Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Personal Property Computer Equipment*
TABLE 2B: *Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Personal Property Furniture and Fixtures*
TABLE 2C: *Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Real Property*
TABLE 3: *Estimated Reimbursement Schedule*

ATTACHMENTS

NOTICE OF PUBLIC HEARING
NOTICE TO TAXING JURISDICTIONS
RESOLUTION APPROVING A BROWNFIELD PLAN
DEVELOPMENT AND REIMBURSEMENT AGREEMENT
SIGNED AFFIDAVIT FOR FUNCTIONAL OBSOLESCENCE

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EXHIBITS

Figure 1: Location Map
Figure 2: Site Plan

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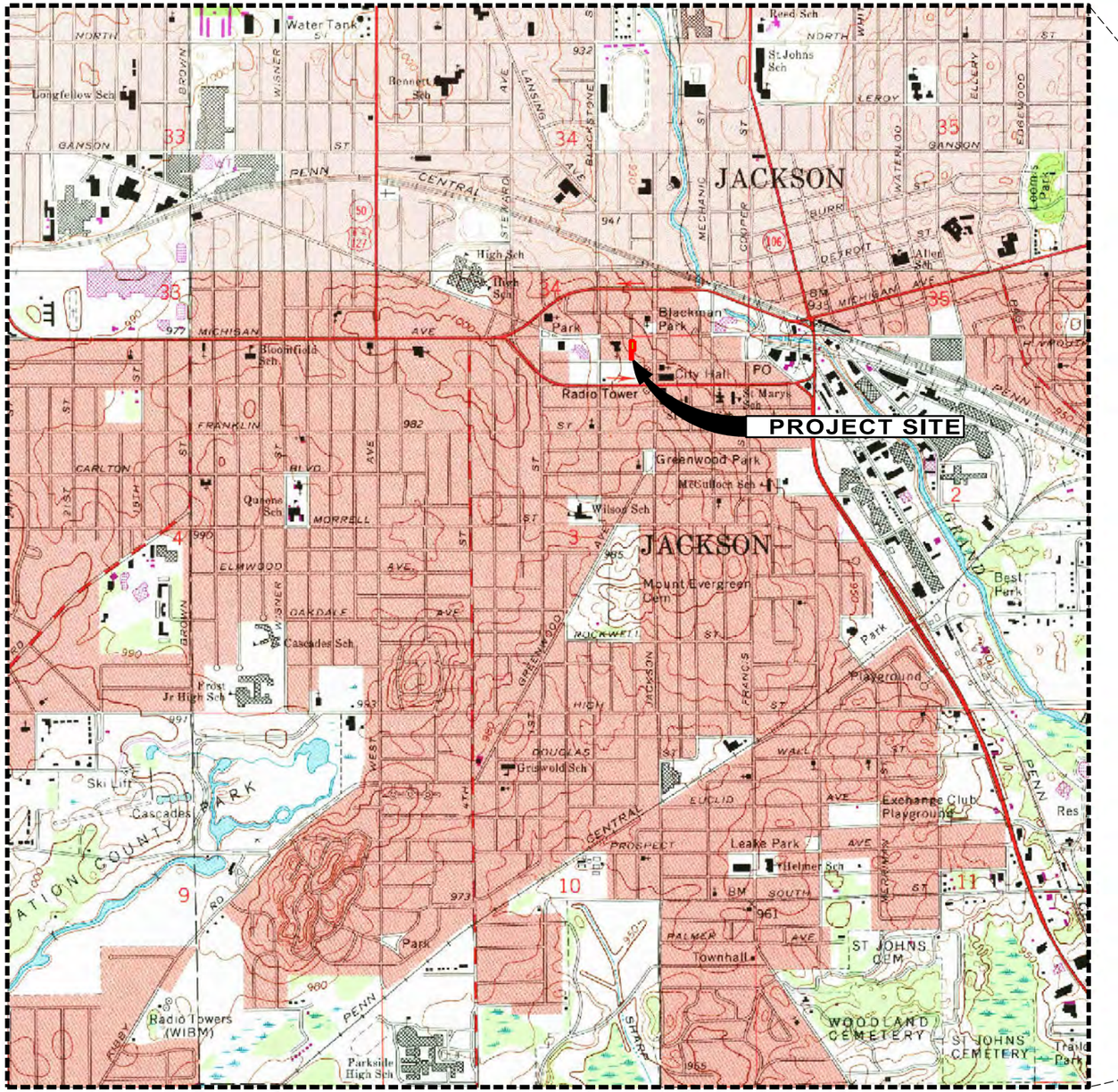
JACKSON
PROJECT SITE
Radio Tower
Blackman Park
City Hall
PO
Greenwood Park
Mount Evergreen Cem
Best Park
Playground
Exchange Club Playground
Leake Park
Townhall
ST JOHNS CEM
WOODLAND CEMETERY
ST JOHNS CEMETERY
Cascades
Ski Lift
Radio Towers (WIBM)
Parkside High Sch
Jr High Sch
Cascades Sch
Wilson Sch
McCulloch Sch
Greswold Sch
Hillelmer Sch
St Johns Sch
Reed Sch
Bennett Sch
Longfellow Sch
Bloomfield Sch
Allen Sch
St Marys Sch
Loomis Park
Water Tank
MICHIGAN AVE
PENN CENTRAL
GANSON ST
FRANKLIN BLVD
CARLTON ST
ELMWOOD AVE
OAKDALE AVE
PROSPECT ST
EUCLID AVE
PALMER AVE
DETROIT ST
GRAND RIVER
HIGH ST
WALL ST
SOUTH ST
NORTH ST
LEROY ST
WATERLOO ST
BURR ST
MECHANIC ST
COOPER ST
STEWARD ST
LANSING AVE
BLACKSTONE AVE
WISNER ST
BROWN ST
MORRELL ST
JACKSON ST
FRANCIS ST
GREENWOOD AVE
EDGEWOOD ST
ELLERY ST
WHITING ST
MERRIMAN ST
RUBY ST
SHARP ST
DOUGLAS ST
RUCKWELL ST
WEST ST
ATION COUNTY PARK RD
BM 935
BM 961
Park
Res
Trailer Park
932
941
977
982
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2600
2650
2700
2750
2800
2850
2900
2950



N

SCALE 1" = 30'

0 5 10 20 30 60

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

COMMERCIAL PROPERTY

241 WEST MICHIGAN AVE.
JACKSON, MI 49201

SITE PLAN

envirologic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
200171

FIGURE No.
2

000000 AAAAAA File: Model:

SCHEDULES/TABLES

Table 1: Summary of Eligible Costs

Table 2A: Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Personal Property Computer Equipment

Table 2B: Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Personal Property Furniture and Fixtures

Table 2C: Estimate of Total Captured Incremental Taxes by Year and Taxing Jurisdiction – Real Property

Table 3: Estimated Reimbursement Schedule

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Table 1: Summary of Eligible Costs

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	**Cost**	**Completion Season/Year**
Department Specific Activities	**$2,975**	
Phase I Environmental Site Assessment and BEA	$2,500	2020
Asbestos Survey	$475	2020
EGLE Eligible Activities Subtotal	**$2,975**	
Contingency (Indicate %)	**$0**	
Interest (Indicate %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$0**	
Brownfield Plan and/or Work Plan Implementation	**$0**	
EGLE Eligible Activities Total Costs	**$2,975**	

MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	**Cost**	**Completion Season/Year**
Demolition Subtotal	**$165,093**	
Building Demolition	$165,093	2021
Lead, Asbestos, Mold Abatement Subtotal	**$795,192**	
Asbestos Abatement Activities	$795,192	2021-2
MSF Eligible Activities Subtotal	**$960,285**	
Contingency (15 %)	**$66,562**	
Interest (0 %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$15,000**	2020-01
Brownfield Plan and/or Work Plan Implementation	**$0**	
MSF Eligible Activities Total Costs	**$1,041,847**	

Local–Only Eligible Activities Costs and Schedule		
Eligible Activities	**Cost**	**Completion Season/Year**
Environmental Subtotal	**$0**	
Non-Environmental Subtotal	**$0**	
Eligible Activities Subtotal	**$0**	
Contingency (0 %)	**$0**	
Interest (0 %)	**$0**	
Brownfield Plan and/or Work Plan Preparation	**$0**	
Brownfield Plan and/or Work Plan Implementation	**$52,698**	2021-36
Eligible Activities Total Costs	**$52,698**	

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Table 2A Tax Increment Revenue Capture Estimates
Personal Property - Computer Equipment
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation Schedule	0.00	0.60	0.44	0.32	0.24	0.19	0.15	0.08	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Estimated New TV	$ -	$ 450,000	$ 330,000	$ 240,000	$ 180,000	$ 142,500	$ 112,500	$ 60,000	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incremental Difference (New TV - Base TV)	**$ -**	**$ 450,000**	**$ 330,000**	**$ 240,000**	**$ 180,000**	**$ 142,500**	**$ 112,500**	**$ 60,000**	**$ 60,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ -	$ 2,700	$ 1,980	$ 1,440	$ 1,080	$ 855	$ 675	$ 360	$ 360	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Operating Tax	17.8920	$ -	$ 8,051	$ 5,904	$ 4,294	$ 3,221	$ 2,550	$ 2,013	$ 1,074	$ 1,074	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	**23.8920**	**$ -**	**$ 10,751**	**$ 7,884**	**$ 5,734**	**$ 4,301**	**$ 3,405**	**$ 2,688**	**$ 1,434**	**$ 1,434**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate																			
City Operating	6.7158	$ -	$ 3,022	$ 2,216	$ 1,612	$ 1,209	$ 957	$ 756	$ 403	$ 403	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Pub Impr.	1.9187	$ -	$ 863	$ 633	$ 460	$ 345	$ 273	$ 216	$ 115	$ 115	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Pol/Fire	9.5100	$ -	$ 4,280	$ 3,138	$ 2,282	$ 1,712	$ 1,355	$ 1,070	$ 571	$ 571	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson College	1.1390	$ -	$ 513	$ 376	$ 273	$ 205	$ 162	$ 128	$ 68	$ 68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD Oper	0.1708	$ -	$ 77	$ 56	$ 41	$ 31	$ 24	$ 19	$ 10	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD Spec	2.3589	$ -	$ 1,062	$ 778	$ 566	$ 425	$ 336	$ 265	$ 142	$ 142	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD SP12	0.7736	$ -	$ 348	$ 255	$ 186	$ 139	$ 110	$ 87	$ 46	$ 46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
JPS Oper Pub Rec	0.4982	$ -	$ 224	$ 164	$ 120	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
County Oper	5.0941	$ -	$ 2,292	$ 1,681	$ 1,223	$ 917	$ 726	$ 573	$ 306	$ 306	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Med Care	0.2491	$ -	$ 112	$ 82	$ 60	$ 45	$ 35	$ 28	$ 15	$ 15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jail	0.4827	$ -	$ 217	$ 159	$ 116	$ 87	$ 69	$ 54	$ 29	$ 29	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Senior Svcs	0.6000	$ -	$ 270	$ 198	$ 144	$ 108	$ 86	$ 68	$ 36	$ 36	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lifeways	0.4975	$ -	$ 224	$ 164	$ 119	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
County Parks	0.4982	$ -	$ 224	$ 164	$ 120	$ 90	$ 71	$ 56	$ 30	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Animal Control	0.2491	$ -	$ 112	$ 82	$ 60	$ 45	$ 35	$ 28	$ 15	$ 15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Library	1.7508	$ -	$ 788	$ 578	$ 420	$ 315	$ 249	$ 197	$ 105	$ 105	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jackson ISD	4.3720	$ -	$ 1,967	$ 1,443	$ 1,049	$ 787	$ 623	$ 492	$ 262	$ 262	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
JTA	0.9995	$ -	$ 450	$ 330	$ 240	$ 180	$ 142	$ 112	$ 60	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Total	**37.8780**	**$ -**	**$ 17,045**	**$ 12,500**	**$ 9,091**	**$ 6,818**	**$ 5,398**	**$ 4,261**	**$ 2,273**	**$ 2,273**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 27,797	$ 20,384	$ 14,825	$ 11,119	$ 8,802	$ 6,949	$ 3,706	$ 3,706	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Footnotes:
NOTES:
Depreciation Schedule based on Form 632, Section F: Computer Equipment
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 2B Tax Increment Revenue Capture Estimates
Personal Property - Furniture Fixtures
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation Schedule	0.00	0.91	0.80	0.69	0.61	0.53	0.47	0.42	0.37	0.33	0.29	0.27	0.24	0.22	0.19	0.12	0.12	0.00	0.00	0.00
Estimated New TV	$ -	$ 455,000	$ 400,000	$ 345,000	$ 305,000	$ 265,000	$ 235,000	$ 210,000	$ 185,000	$ 165,000	$ 145,000	$ 135,000	$ 120,000	$ 110,000	$ 95,000	$ 60,000	$ 60,000	$ -	$ -	$ -
Incremental Difference (New TV - Base TV)	**$ -**	**$ 455,000**	**$ 400,000**	**$ 345,000**	**$ 305,000**	**$ 265,000**	**$ 235,000**	**$ 210,000**	**$ 185,000**	**$ 165,000**	**$ 145,000**	**$ 135,000**	**$ 120,000**	**$ 110,000**	**$ 95,000**	**$ 60,000**	**$ 60,000**	**$ -**	**$ -**	**$ -**
School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ -	$ 2,730	$ 2,400	$ 2,070	$ 1,830	$ 1,590	$ 1,410	$ 1,260	$ 1,110	$ 990	$ 870	$ 810	$ 720	$ 660	$ 570	$ 360	$ 360	$ -	$ -	$ -
School Operating Tax	17.8920	$ -	$ 8,141	$ 7,157	$ 6,173	$ 5,457	$ 4,741	$ 4,205	$ 3,757	$ 3,310	$ 2,952	$ 2,594	$ 2,415	$ 2,147	$ 1,968	$ 1,700	$ 1,074	$ 1,074	$ -	$ -	$ -
School Total	**23.8920**	**$ -**	**$ 10,871**	**$ 9,557**	**$ 8,243**	**$ 7,287**	**$ 6,331**	**$ 5,615**	**$ 5,017**	**$ 4,420**	**$ 3,942**	**$ 3,464**	**$ 3,225**	**$ 2,867**	**$ 2,628**	**$ 2,270**	**$ 1,434**	**$ 1,434**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate																			
City Operating	6.7158	$ -	$ 3,056	$ 2,686	$ 2,317	$ 2,048	$ 1,780	$ 1,578	$ 1,410	$ 1,242	$ 1,108	$ 974	$ 907	$ 806	$ 739	$ 638	$ 403	$ 403	$ -	$ -	$ -
City Pub Impr.	1.9187	$ -	$ 873	$ 767	$ 662	$ 585	$ 508	$ 451	$ 403	$ 355	$ 317	$ 278	$ 259	$ 230	$ 211	$ 182	$ 115	$ 115	$ -	$ -	$ -
City Pol/Fire	9.5100	$ -	$ 4,327	$ 3,804	$ 3,281	$ 2,901	$ 2,520	$ 2,235	$ 1,997	$ 1,759	$ 1,569	$ 1,379	$ 1,284	$ 1,141	$ 1,046	$ 903	$ 571	$ 571	$ -	$ -	$ -
Jackson College	1.1390	$ -	$ 518	$ 456	$ 393	$ 347	$ 302	$ 268	$ 239	$ 211	$ 188	$ 165	$ 154	$ 137	$ 125	$ 108	$ 68	$ 68	$ -	$ -	$ -
Jackson ISD Oper	0.1708	$ -	$ 78	$ 68	$ 59	$ 52	$ 45	$ 40	$ 36	$ 32	$ 28	$ 25	$ 23	$ 20	$ 19	$ 16	$ 10	$ 10	$ -	$ -	$ -
Jackson ISD Spec	2.3589	$ -	$ 1,073	$ 944	$ 814	$ 719	$ 625	$ 554	$ 495	$ 436	$ 389	$ 342	$ 318	$ 283	$ 259	$ 224	$ 142	$ 142	$ -	$ -	$ -
Jackson ISD SP12	0.7736	$ -	$ 352	$ 309	$ 267	$ 236	$ 205	$ 182	$ 162	$ 143	$ 128	$ 112	$ 104	$ 93	$ 85	$ 73	$ 46	$ 46	$ -	$ -	$ -
JPS Oper Pub Rec	0.4982	$ -	$ 227	$ 199	$ 172	$ 152	$ 132	$ 117	$ 105	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
County Oper	5.0941	$ -	$ 2,318	$ 2,038	$ 1,757	$ 1,554	$ 1,350	$ 1,197	$ 1,070	$ 942	$ 841	$ 739	$ 688	$ 611	$ 560	$ 484	$ 306	$ 306	$ -	$ -	$ -
Med Care	0.2491	$ -	$ 113	$ 100	$ 86	$ 76	$ 66	$ 59	$ 52	$ 46	$ 41	$ 36	$ 34	$ 30	$ 27	$ 24	$ 15	$ 15	$ -	$ -	$ -
Jail	0.4827	$ -	$ 220	$ 193	$ 167	$ 147	$ 128	$ 113	$ 101	$ 89	$ 80	$ 70	$ 65	$ 58	$ 53	$ 46	$ 29	$ 29	$ -	$ -	$ -
Senior Svcs	0.6000	$ -	$ 273	$ 240	$ 207	$ 183	$ 159	$ 141	$ 126	$ 111	$ 99	$ 87	$ 81	$ 72	$ 66	$ 57	$ 36	$ 36	$ -	$ -	$ -
Lifeways	0.4975	$ -	$ 226	$ 199	$ 172	$ 152	$ 132	$ 117	$ 104	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
County Parks	0.4982	$ -	$ 227	$ 199	$ 172	$ 152	$ 132	$ 117	$ 105	$ 92	$ 82	$ 72	$ 67	$ 60	$ 55	$ 47	$ 30	$ 30	$ -	$ -	$ -
Animal Control	0.2491	$ -	$ 113	$ 100	$ 86	$ 76	$ 66	$ 59	$ 52	$ 46	$ 41	$ 36	$ 34	$ 30	$ 27	$ 24	$ 15	$ 15	$ -	$ -	$ -
Library	1.7508	$ -	$ 797	$ 700	$ 604	$ 534	$ 464	$ 411	$ 368	$ 324	$ 289	$ 254	$ 236	$ 210	$ 193	$ 166	$ 105	$ 105	$ -	$ -	$ -
Jackson ISD	4.3720	$ -	$ 1,989	$ 1,749	$ 1,508	$ 1,333	$ 1,159	$ 1,027	$ 918	$ 809	$ 721	$ 634	$ 590	$ 525	$ 481	$ 415	$ 262	$ 262	$ -	$ -	$ -
JTA	0.9995	$ -	$ 455	$ 400	$ 345	$ 305	$ 265	$ 235	$ 210	$ 185	$ 165	$ 145	$ 135	$ 120	$ 110	$ 95	$ 60	$ 60	$ -	$ -	$ -
Local Total	**37.8780**	**$ -**	**$ 17,234**	**$ 15,151**	**$ 13,068**	**$ 11,553**	**$ 10,038**	**$ 8,901**	**$ 7,954**	**$ 7,007**	**$ 6,250**	**$ 5,492**	**$ 5,114**	**$ 4,545**	**$ 4,167**	**$ 3,598**	**$ 2,273**	**$ 2,273**	**$ -**	**$ -**	**$ -**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 28,105	$ 24,708	$ 21,311	$ 18,840	$ 16,369	$ 14,516	$ 12,972	$ 11,427	$ 10,192	$ 8,957	$ 8,339	$ 7,412	$ 6,795	$ 5,868	$ 3,706	$ 3,706	$ -	$ -	$ -

Footnotes:
NOTES:
Depreciation Schedule based on Form 632, Section A Furniture and Fixtures
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 2C Tax Increment Revenue Capture Estimates
All Land, Land Improvements, Buildings
Project Vault
241 W Michigan
Jackson, Michigan
August 2022

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
*Base Taxable Value	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100	$ 539,100
Estimated New TV	$ 1,125,000	$ 1,136,250	$ 1,147,613	$ 1,159,089	$ 1,170,680	$ 1,182,386	$ 1,194,210	$ 1,206,152	$ 1,218,214	$ 1,230,396	$ 1,242,700	$ 1,255,127	$ 1,267,678	$ 1,280,355	$ 1,293,158	$ 1,306,090	$ 1,319,151	$ 1,332,342	$ 1,345,666	$ 1,359,123
Incremental Difference (New TV - Base TV)	**$ 585,900**	**$ 597,150**	**$ 608,513**	**$ 619,989**	**$ 631,580**	**$ 643,286**	**$ 655,110**	**$ 667,052**	**$ 679,114**	**$ 691,296**	**$ 703,600**	**$ 716,027**	**$ 728,578**	**$ 741,255**	**$ 754,058**	**$ 766,990**	**$ 780,051**	**$ 793,242**	**$ 806,566**	**$ 820,023**

School Capture	Millage Rate																			
State Education Tax (SET)	6.0000	$ 3,515	$ 3,583	$ 3,651	$ 3,720	$ 3,789	$ 3,860	$ 3,931	$ 4,002	$ 4,075	$ 4,148	$ 4,222	$ 4,296	$ 4,371	$ 4,448	$ 4,524	$ 4,602	$ 4,680	$ 4,759	$ 4,839	$ 4,920
School Operating Tax	17.8920	$ 10,483	$ 10,684	$ 10,888	$ 11,093	$ 11,300	$ 11,510	$ 11,721	$ 11,935	$ 12,151	$ 12,369	$ 12,589	$ 12,811	$ 13,036	$ 13,263	$ 13,492	$ 13,723	$ 13,957	$ 14,193	$ 14,431	$ 14,672
School Total	**23.8920**	**$ 13,998**	**$ 14,267**	**$ 14,539**	**$ 14,813**	**$ 15,090**	**$ 15,369**	**$ 15,652**	**$ 15,937**	**$ 16,225**	**$ 16,516**	**$ 16,810**	**$ 17,107**	**$ 17,407**	**$ 17,710**	**$ 18,016**	**$ 18,325**	**$ 18,637**	**$ 18,952**	**$ 19,270**	**$ 19,592**

Local Capture	Millage Rate																			
City Operating	6.7158	$ 3,935	$ 4,010	$ 4,087	$ 4,164	$ 4,242	$ 4,320	$ 4,400	$ 4,480	$ 4,561	$ 4,643	$ 4,725	$ 4,809	$ 4,893	$ 4,978	$ 5,064	$ 5,151	$ 5,239	$ 5,327	$ 5,417	$ 5,507
City Pub Impr.	1.9187	$ 1,124	$ 1,146	$ 1,168	$ 1,190	$ 1,212	$ 1,234	$ 1,257	$ 1,280	$ 1,303	$ 1,326	$ 1,350	$ 1,374	$ 1,398	$ 1,422	$ 1,447	$ 1,472	$ 1,497	$ 1,522	$ 1,548	$ 1,573
City Pol/Fire	9.5100	$ 5,572	$ 5,679	$ 5,787	$ 5,896	$ 6,006	$ 6,118	$ 6,230	$ 6,344	$ 6,458	$ 6,574	$ 6,691	$ 6,809	$ 6,929	$ 7,049	$ 7,171	$ 7,294	$ 7,418	$ 7,544	$ 7,670	$ 7,798
Jackson College	1.1390	$ 667	$ 680	$ 693	$ 706	$ 719	$ 733	$ 746	$ 760	$ 774	$ 787	$ 801	$ 816	$ 830	$ 844	$ 859	$ 874	$ 888	$ 904	$ 919	$ 934
Jackson ISD Oper	0.1708	$ 100	$ 102	$ 104	$ 106	$ 108	$ 110	$ 112	$ 114	$ 116	$ 118	$ 120	$ 122	$ 124	$ 127	$ 129	$ 131	$ 133	$ 135	$ 138	$ 140
Jackson ISD Spec	2.3589	$ 1,382	$ 1,409	$ 1,435	$ 1,462	$ 1,490	$ 1,517	$ 1,545	$ 1,574	$ 1,602	$ 1,631	$ 1,660	$ 1,689	$ 1,719	$ 1,749	$ 1,779	$ 1,809	$ 1,840	$ 1,871	$ 1,903	$ 1,934
Jackson ISD SP12	0.7736	$ 453	$ 462	$ 471	$ 480	$ 489	$ 498	$ 507	$ 516	$ 525	$ 535	$ 544	$ 554	$ 564	$ 573	$ 583	$ 593	$ 603	$ 614	$ 624	$ 634
JPS Oper Pub Rec	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
County Oper	5.0941	$ 2,985	$ 3,042	$ 3,100	$ 3,158	$ 3,217	$ 3,277	$ 3,337	$ 3,398	$ 3,459	$ 3,522	$ 3,584	$ 3,648	$ 3,711	$ 3,776	$ 3,841	$ 3,907	$ 3,974	$ 4,041	$ 4,109	$ 4,177
Med Care	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Jail	0.4827	$ 283	$ 288	$ 294	$ 299	$ 305	$ 311	$ 316	$ 322	$ 328	$ 334	$ 340	$ 346	$ 352	$ 358	$ 364	$ 370	$ 377	$ 383	$ 389	$ 396
Senior Svcs	0.6000	$ 352	$ 358	$ 365	$ 372	$ 379	$ 386	$ 393	$ 400	$ 407	$ 415	$ 422	$ 430	$ 437	$ 445	$ 452	$ 460	$ 468	$ 476	$ 484	$ 492
Lifeways	0.4975	$ 291	$ 297	$ 303	$ 308	$ 314	$ 320	$ 326	$ 332	$ 338	$ 344	$ 350	$ 356	$ 362	$ 369	$ 375	$ 382	$ 388	$ 395	$ 401	$ 408
County Parks	0.4982	$ 292	$ 298	$ 303	$ 309	$ 315	$ 320	$ 326	$ 332	$ 338	$ 344	$ 351	$ 357	$ 363	$ 369	$ 376	$ 382	$ 389	$ 395	$ 402	$ 409
Animal Control	0.2491	$ 146	$ 149	$ 152	$ 154	$ 157	$ 160	$ 163	$ 166	$ 169	$ 172	$ 175	$ 178	$ 181	$ 185	$ 188	$ 191	$ 194	$ 198	$ 201	$ 204
Library	1.7508	$ 1,026	$ 1,045	$ 1,065	$ 1,085	$ 1,106	$ 1,126	$ 1,147	$ 1,168	$ 1,189	$ 1,210	$ 1,232	$ 1,254	$ 1,276	$ 1,298	$ 1,320	$ 1,343	$ 1,366	$ 1,389	$ 1,412	$ 1,436
Jackson ISD	4.3720	$ 2,562	$ 2,611	$ 2,660	$ 2,711	$ 2,761	$ 2,812	$ 2,864	$ 2,916	$ 2,969	$ 3,022	$ 3,076	$ 3,130	$ 3,185	$ 3,241	$ 3,297	$ 3,353	$ 3,410	$ 3,468	$ 3,526	$ 3,585
JTA	0.9995	$ 586	$ 597	$ 608	$ 620	$ 631	$ 643	$ 655	$ 667	$ 679	$ 691	$ 703	$ 716	$ 728	$ 741	$ 754	$ 767	$ 780	$ 793	$ 806	$ 820
Local Total	**37.8780**	**$ 22,193**	**$ 22,619**	**$ 23,049**	**$ 23,484**	**$ 23,923**	**$ 24,366**	**$ 24,814**	**$ 25,267**	**$ 25,723**	**$ 26,185**	**$ 26,651**	**$ 27,122**	**$ 27,597**	**$ 28,077**	**$ 28,562**	**$ 29,052**	**$ 29,547**	**$ 30,046**	**$ 30,551**	**$ 31,061**

Non-Capturable Millages	Millage Rate																			
DDA		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Non-Capturable Taxes	**0.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Total Tax Increment Revenue (TIR) Available for Capture	$ 36,191	$ 36,886	$ 37,588	$ 38,297	$ 39,013	$ 39,736	$ 40,466	$ 41,204	$ 41,949	$ 42,701	$ 43,461	$ 44,229	$ 45,004	$ 45,787	$ 46,578	$ 47,377	$ 48,184	$ 48,999	$ 49,822	$ 50,653

Footnotes:
NOTES:
Estimated Taxable Values provided by City Assessor are preliminary estimates

Table 3
Tax Increment Revenue Reimbursement Allocation Table
Project Vault
241 W Michigan Avenue
Jackson, Michigan
August 2022

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**38.7%**	**$ 404,126**		$ 404,126
Local	**61.3%**	**$ 640,696**		$ 640,696
TOTAL				
EGLE	0.3%	$ 2,975	$ -	$ 2,975
MSF	99.7%	$ 1,041,847	$ -	$ 1,041,847

Estimated Total Years of Plan: 30

Estimated Capture	
Administrative Fees	$ 52,698
State Brownfield Redevelopment Fund	$ 93,117
Local Brownfield Revolving Fund	$ 361,711

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue		$ 13,998	$ 35,889	$ 31,980	$ 28,790	$ 26,677	$ 25,105	$ 23,954	$ 22,388	$ 22,079	$ 20,459	$ 20,275	$ 20,333	$ 20,274	$ 20,338	$ 20,286	$ 19,758	$ 20,070	$ 18,952	$ 19,270	$ 19,592	$ 19,917	$ 20,245	$ 20,576	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 511,206
State Brownfield Redevelopment Fund (50% of SET)		$ 1,758	$ 9,888	$ 8,356	$ 7,093	$ 6,234	$ 5,575	$ 5,074	$ 4,417	$ 4,229	$ 3,550	$ 3,408	$ 3,356	$ 3,259	$ 3,208	$ 3,112	$ 2,838	$ 2,877	$ 2,380	$ 2,420	$ 2,460	$ 2,501	$ 2,542	$ 2,584	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 93,117
State TIR Available for Reimbursement		**$ 12,241**	**$ 26,002**	**$ 23,624**	**$ 21,696**	**$ 20,444**	**$ 19,530**	**$ 18,880**	**$ 17,971**	**$ 17,850**	**$ 16,909**	**$ 16,867**	**$ 16,977**	**$ 17,015**	**$ 17,130**	**$ 17,174**	**$ 16,921**	**$ 17,194**	**$ 16,572**	**$ 16,851**	**$ 17,132**	**$ 17,416**	**$ 17,703**	**$ 17,992**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 418,089**
Total Local Incremental Revenue		$ 22,193	$ 56,898	$ 50,700	$ 45,643	$ 42,294	$ 39,802	$ 37,977	$ 35,494	$ 35,004	$ 32,435	$ 32,143	$ 32,235	$ 32,142	$ 32,244	$ 32,161	$ 31,325	$ 31,819	$ 30,046	$ 30,551	$ 31,061	$ 31,576	$ 32,096	$ 32,621	$ 33,151	$ 33,687	$ 34,228	$ 34,774	$ 35,326	$ 35,883	$ 36,446	$ 1,053,953
BRA Administrative Fee (5%)		$ 1,110	$ 2,845	$ 2,535	$ 2,282	$ 2,115	$ 1,990	$ 1,899	$ 1,775	$ 1,750	$ 1,622	$ 1,607	$ 1,612	$ 1,607	$ 1,612	$ 1,608	$ 1,566	$ 1,591	$ 1,502	$ 1,528	$ 1,553	$ 1,579	$ 1,605	$ 1,631	$ 1,658	$ 1,684	$ 1,711	$ 1,739	$ 1,766	$ 1,794	$ 1,822	$ 52,698
Local TIR Available for Reimbursement		**$ 21,083**	**$ 54,054**	**$ 48,165**	**$ 43,360**	**$ 40,179**	**$ 37,812**	**$ 36,078**	**$ 33,719**	**$ 33,253**	**$ 30,813**	**$ 30,536**	**$ 30,623**	**$ 30,535**	**$ 30,632**	**$ 30,553**	**$ 29,758**	**$ 30,228**	**$ 28,544**	**$ 29,024**	**$ 29,508**	**$ 29,997**	**$ 30,491**	**$ 30,990**	**$ 31,493**	**$ 32,002**	**$ 32,516**	**$ 33,035**	**$ 33,560**	**$ 34,089**	**$ 34,624**	**$ 1,001,256**
Total State & Local TIR Available		**$ 33,324**	**$ 80,055**	**$ 71,789**	**$ 65,057**	**$ 60,623**	**$ 57,342**	**$ 54,958**	**$ 51,690**	**$ 51,103**	**$ 47,722**	**$ 47,403**	**$ 47,600**	**$ 47,550**	**$ 47,762**	**$ 47,726**	**$ 46,679**	**$ 47,422**	**$ 45,117**	**$ 45,874**	**$ 46,640**	**$ 47,413**	**$ 48,193**	**$ 48,982**	**$ 31,493**	**$ 32,002**	**$ 32,516**	**$ 33,035**	**$ 33,560**	**$ 34,089**	**$ 34,624**	**$ 1,419,345**
DEVELOPER/BRA	Beginning Balance																															
Reimbursement Balance	***$ 1,044,822***	***$ 1,011,498***	***$ 931,443***	***$ 859,654***	***$ 794,598***	***$ 733,975***	***$ 676,633***	***$ 621,675***	***$ 569,984***	***$ 518,881***	***$ 471,159***	***$ 423,756***	***$ 376,156***	***$ 328,606***	***$ 280,844***	***$ 264,821***	***$ 247,900***	***$ 230,707***	***$ 214,134***	***$ 197,283***	***$ 180,151***	***$ 132,739***	***$ 84,545***	***$ 48,376***	***$ 16,882***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ -***
MSF Non-Environmental Costs	$ 525,307	$ 525,307	$ 492,171	$ 412,566	$ 341,182	$ 276,492	$ 216,210	$ 159,191	$ 104,543	$ 53,143	$ 2,194	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ 203,183	$ 12,172	$ 25,855	$ 23,491	$ 21,574	$ 20,329	$ 19,420	$ 18,774	$ 17,870	$ 17,749	$ 2,194	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 179,428
Local Tax Reimbursement	$ 322,124	$ 20,964	$ 53,749	$ 47,894	$ 43,116	$ 39,953	$ 37,599	$ 35,875	$ 33,529	$ 33,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 345,879
Total MSF Reimbursement Balance		***$ 492,171***	***$ 412,566***	***$ 341,182***	***$ 276,492***	***$ 216,210***	***$ 159,191***	***$ 104,543***	***$ 53,143***	***$ 2,194***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 525,307***
EGLE Environmental Costs	*$ 2,975*	*$ 2,975*	*$ 2,787*	*$ 2,337*	*$ 1,932*	*$ 1,566*	*$ 1,224*	*$ 902*	*$ 592*	*$ 301*	*$ 147*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	$ 1,151	$ 69	$ 146	$ 133	$ 122	$ 115	$ 110	$ 106	$ 101	$ 101	$ 147	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,151
Local Tax Reimbursement	$ 1,824	$ 119	$ 304	$ 271	$ 244	$ 226	$ 213	$ 203	$ 190	$ 53	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,824
Total EGLE Reimbursement Balance		*$ 2,787*	*$ 2,337*	*$ 1,932*	*$ 1,566*	*$ 1,224*	*$ 902*	*$ 592*	*$ 301*	*$ 147*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 2,975*
MSF Non-Environmental Additional Costs	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 471,159*	*$ 423,756*	*$ 376,156*	*$ 328,606*	*$ 280,844*	*$ 264,821*	*$ 247,900*	*$ 230,707*	*$ 214,134*	*$ 197,283*	*$ 180,151*	*$ 132,739*	*$ 84,545*	*$ 48,376*	*$ 16,882*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	*$ 199,792*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,568	$ 16,867	$ 16,977	$ 17,015	$ 17,130	$ 16,023	$ 16,921	$ 17,194	$ 16,572	$ 16,851	$ 17,132	$ 17,416	$ 17,703	$ 5,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 223,548
Local Tax Reimbursement	$ 316,748	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,813	$ 30,536	$ 30,623	$ 30,535	$ 30,632	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,997	$ 30,491	$ 30,990	$ 31,493	$ 16,882	$ -	$ -	$ -	$ -	$ -	$ 292,992
Total Reimbursement Balance		*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 516,540*	*$ 471,159*	*$ 423,756*	*$ 376,156*	*$ 328,606*	*$ 280,844*	*$ 264,821*	*$ 247,900*	*$ 230,707*	*$ 214,134*	*$ 197,283*	*$ 180,151*	*$ 132,739*	*$ 84,545*	*$ 48,376*	*$ 16,882*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 516,540*
Total Annual Reimbursement		*$ 33,324*	$ 80,055	$ 71,789	$ 65,057	$ 60,623	$ 57,342	$ 54,958	$ 51,690	$ 51,103	$ 47,722	$ 47,403	$ 47,600	$ 47,550	$ 47,762	$ 16,023	$ 16,921	$ 17,194	$ 16,572	$ 16,851	$ 17,132	$ 47,413	$ 48,193	$ 36,170	$ 31,493	$ 16,882	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL BROWNFIELD REVOLVING FUN																																
LBRF Deposits *	**$ 171,163**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Capture	*$ 1,151*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 1,151*	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 1,151*
Local Tax Capture	*$ 170,012*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 30,553*	*$ 29,758*	*$ 30,228*	*$ 28,544*	*$ 29,024*	*$ 29,508*	$ -	$ -	$ -	$ -	*$ 15,120*	*$ 32,516*	*$ 33,035*	*$ 33,560*	*$ 34,089*	*$ 34,624*	*$ 360,560*
Total LBRF Capture	*$ -*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 31,703*	*$ 29,758*	*$ 30,228*	*$ 28,544*	*$ 29,024*	*$ 29,508*	$ -	$ -	$ -	$ -	*$ 15,120*	*$ 32,516*	*$ 33,035*	*$ 33,560*	*$ 34,089*	*$ 34,624*	*$ 361,711*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
In Year 15 Capture for the LBRF begins as orginally stated, with LBRF State capture limited to $1,151. The amended additonal developer costs will continue State reimbursement the same year. Once the Local LBRF $170,012 limit is reached, the ameneded additional costs will begin local reimbursements (year 21). Once all Developer costs are reimbursed (Year 25) capture will resume to the LBRF, to not exceed the $1,044,822 total

ATTACHMENTS

- Notice of Public Hearing
- Notice to Taxing Jurisdictions
- Resolution Approving a Brownfield Plan
- Development and Reimbursement Agreement
- Signed Affidavit for Functional Obsolescence

©envirologic

CITY OF JACKSON
Founded 1829

Brownfield Redevelopment Authority
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

Public Hearing on Brownfield Plan set for October 11, 2022

Jackson City Council will hold a Public Hearing on October 11, 2022 at approximately 6:30 p.m., in Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, to receive public comment on a Brownfield Plan Development and Reimbursement Agreement to include therein the property located at 241 West Michigan Avenue in Jackson, Michigan. The following legal parcels are included as the "eligible property":

- PIN # 4-014000000

The Authority Board has reviewed, and recommended adoption of the First Amendment to Brownfield Plan Development and Reimbursement Agreement related to the development of a parcel of property located at 241 West Michigan Avenue in the City of Jackson, Michigan. The property is being developed with the renovation of the building and will be the headquarters for a Jackson-based Engineering Company. The project is estimated to be approximately $8 million investment and is expected to generate 60 new full-time jobs over the next three years and bring approximately 120 employees into the downtown area on a daily basis.

The building has been deemed functionally obsolete based on outdated and inadequate mechanical, electrical, and telecommunications/IT systems. Thus, the parcel included in this development is "eligible property" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map and legal description of the property, is available for public inspection at City Hall, Community Development Department, located on the 3rd floor at 161 West Michigan Avenue, Jackson, Michigan 49201. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of the City of Jackson at (517) 768-6433.

THIS NOTICE is given by order of the City Council of Jackson, Michigan.

Posted on: September 30, 2022

CITY OF JACKSON
Founded 1829

Brownfield Redevelopment Authority

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

NOTICE TO ALL TAXING JURISDICTIONS

The City of Jackson City Council proposes to amend a Brownfield Plan for a property in Jackson, Michigan.

The City of Jackson has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed, and recommended adoption of the First Amendment to Brownfield Plan Development and Reimbursement Agreement related to the development of a parcel of property located at 241 West Michigan Avenue in the City of Jackson, Michigan. The property is being developed with the renovation of the building and will be the headquarters for a Jackson-based Engineering Company. The project is estimated to be approximately $8 million investment and is expected to generate 60 new full-time jobs over the next three years and bring approximately 120 employees into the downtown area on a daily basis.

The building has been deemed functionally obsolete based on outdated and inadequate mechanical, electrical, and telecommunications/IT systems. Thus, the parcel included in this development is "eligible property" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which include environmental costs, asbestos abatement costs, demolition costs, and costs for development of the Brownfield Plan and Act 381 Work Plan.

The plan will be considered for adoption at the October 11, 2022 meeting of the City Council held at 6:30 pm in Council Chambers (2nd Floor), City Hall, 161 W. Michigan Avenue, Jackson, Michigan. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Mr. Chris Atkin, Planning Director and Zoning Administrator, at (517) 768-6433.

Dated: September 30, 2022

CITY OF JACKSON, JACKSON COUNTY

MICHIGAN

RESOLUTION IN SUPPORT OF A BROWNFIELD PLAN AMENDMENT #1 PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of Jackson, Michigan, held in the Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, on _____, 2022 at 6:30 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City Council of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council of Jackson, the Brownfield Plan Amendment (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 241 West Michigan Avenue in the City of Jackson, Jackson County, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City Council of Jackson has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, as a result of the review of the Plan the City Council of Jackson concurs with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the City Council of Jackson, by the Act, the Plan is hereby supported in the form attached to this Resolution.

2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions of parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Jackson at a regular meeting held on the _____ day of _____, 2022, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____, 2022.

Andrea Muray

City Clerk

Daniel Mahoney

Mayor

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on July 13, 2021, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**City**"), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**Authority**"), and Commonwealth Associates, Inc., a Michigan corporation, whose address is 2700 W Argyle Street, Jackson, MI 49202 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, ("**Act 381**"), the Authority recommended adoption of a brownfield plan (the "**Brownfield Plan**") on June 8, 2021, to add property located at 241 West Michigan Avenue, Jackson, Michigan (the "**Property**").

B. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property" because it is a "functionally obsolete property" as defined by Act 381.

C. The Developer intends to conduct eligible activities on the Property in order to address brownfield conditions and redevelop the site by renovating the building to house the headquarters for their Engineering Firm, (the "**Project**"). The Project will include environmental assessment activities, asbestos survey costs, asbestos abatement activities, demolition costs, andbrownfield plan/work plan preparation (the "**Eligible Activities**"), all as described in the Brownfield Plan and eligible for

reimbursement under Act 381. The total cost of Eligible Activities is $528,282 (the "**Total Eligible Brownfield TIF Costs**").

D. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "**Brownfield TIF Revenue**").

E. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer or others for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Developer or their assigns for the cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property. The amount reimbursed to the Developer or their assigns for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs. The cost of Eligible Activities conducted by Developer prior to the approval of the Brownfield Plan by the Authority, which are included in the Total Eligible Brownfield TIF Costs, are eligible for reimbursement from the Brownfield TIF Revenue collected from the Property. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities for the term set forth in section 4,

below. Reimbursement payments shall be made on an annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes.

During the term of this Agreement, the Authority shall capture all available Brownfield TIF Revenue from the Property as allowed under the Plan and use those revenues as provided in this Agreement.

3. Reimbursement Process.

(a) Developer shall submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by the Developer on or before twelve (12) months after an unconditional certificate of occupancy has been issued for the Project. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Eligible Activities within sixty (60) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement as set forth in paragraph 1 of this Agreement. The Developer shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its sixty (60) day review period. If the Authority determines that the requested costs are deemed

ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for rejection within the Authority's sixty (60) day review period. The Developer shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement. A meeting of the Authority Board will be scheduled to render a final decision of the Authority on the reimbursement request.

(c) The Authority shall send all payments to the Developer or their assigns by U.S. mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to Developer's bank account. Developer may change the address by providing written notice sent by U.S. mail to the Authority.

(d) Payments to the developer will be made from available Brownfield TIF Revenue. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount in subsequent fiscal years upon receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to Developer or their assigns or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any other source of revenue but may do so at its sole discretion.

(e) The Authority may charge an Administrative Expense on an annual basis for its actual cost of administering the Plan. The Administrative Expense will be paid for from Brownfield TIF Revenue on an annual or semi-annual basis prior to making payments to the Developer, or their assigns, from the remaining available Brownfield

TIF Revenue. This fee, if administered, will be 5% of the available tax increment revenues e ach year.

4. Term of Agreement.

The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities until such time as the Developer is fully reimbursed for the Eligible Activities set forth in the Brownfield Plan and approved in accordance with section 3, above (the "**Term**"). ~~If the Brownfield TIF Revenue ends before all of the Developer's Eligible Activities have been fully reimbursed, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.~~

5. Adjustments.

In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when

the final determination is made on the appeal. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

If the Developer appeals any tax assessment, the Authority shall place available Brownfield TIF Revenues in escrow and will dispense the appropriate Brownfield TIF Revenues upon final adjudication of the appeal by a court of competent jurisdiction.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or eligible activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, provided, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment

of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by such Developer, (b) owns or controls such Developer or (c) is under common ownership or control with such Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Promotion and Marketing.

Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10. Cooperation.

Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies.

11. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

CITY OF JACKSON

By: _____

Its: City Manager

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

By: Daniel P. Green

Its: Chair, JBRA

COMMONWEALTH ASSOCIATES, INC.

By: _____

Its: President & CEO

FIRST AMENDMENT TO
BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (this "First Amendment") is made as of the __ day of _____, 2022, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**City**"), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201, established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (the "**Authority**"), and COMMONWEALTH ASSOCIATES, INC., a Michigan corporation, whose address is 2700 W Argyle Street, Jackson, MI 49202 (the "**Developer**").

RECITALS

WHEREAS, the Authority and Developer entered into that certain Brownfield Plan Development Agreement dated July 13, 2021 (the "Agreement"), with respect to the development of 0.3 acres of land in the City of Jackson, Jackson County, located at 241 West Michigan Avenue, more particularly described in the Agreement (the "Property"), with plans to redevelop the four-story 31,954 square-foot former bank building into the headquarters for a Jackson-based Engineering Firm, more particularly described in the Agreement (the "Project").

WHEREAS, the parties wish to amend the Agreement to define the maximum developer eligible expenses;

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the parties amend the Agreement as follows:

1. Recital C of the Agreement is amended to read in its entirety as follows:

RECITAL C:

The Developer intends to conduct eligible activities on the Property in order to address brownfield conditions and redevelop the site by renovating the building to house the headquarters for their Engineering Firm, (the "**Project**"). The Project will include environmental assessment activities, asbestos survey costs, asbestos abatement activities, demolition costs, and brownfield plan/work plan preparation (the "**Eligible Activities**"), all as described in the Brownfield Plan and eligible for reimbursement under Act 381. The total cost of Eligible Activities is $1,044,822 (the "**Total Eligible Brownfield TIF Costs**").

2. All other terms and conditions of the Agreement shall remain in effect.

Signatures on the Following Page

DRAFT

CITY OF JACKSON

_____

By: _____

Its: _____

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

_____

By: _____

Its: _____

COMMONWEALTH ASSOCIATES, INC.

_____

By: _____

Its: _____

DRAFT

AFFIDAVIT OF THE CITY OF JACKSON ASSESSOR

I, Jason Yoakam affirm the following:

1. I am employed by the City of Jackson as the City Assessor.
2. I am a certified Michigan Master Assessing Officer (Level 4).
3. I have inspected the property located at 241 W Michigan Ave, in the City of Jackson.
4. This affidavit is given in accordance with Public Act 381 of 1996 commonly known as the Brownfield Redevelopment Act. Specifically MCL 125.2652(t) in determining functionally obsolete property.
5. It is my expert opinion the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Jason M Yoakam, City Assessor

Subscribed and sworn to before me by Jason Yoakam on May 25, 2021

Andrea L. Rice
Notary Public, State of Michigan, Jackson
My commission Expires 1/4/2026
Acting in Jackson Coun

Andrea L Rice

CITY OF JACKSON
Founded 1829

Brownfield Redevelopment Authority
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

Public Hearing on Brownfield Plan set for October 11, 2022

Jackson City Council will hold a Public Hearing on October 11, 2022 at approximately 6:30 p.m., in Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, to receive public comment on a Brownfield Plan Development and Reimbursement Agreement to include therein the property located at 241 West Michigan Avenue in Jackson, Michigan. The following legal parcels are included as the "eligible property":

- PIN # 4-014000000

The Authority Board has reviewed, and recommended adoption of the First Amendment to Brownfield Plan Development and Reimbursement Agreement related to the development of a parcel of property located at 241 West Michigan Avenue in the City of Jackson, Michigan. The property is being developed with the renovation of the building and will be the headquarters for a Jackson-based Engineering Company. The project is estimated to be approximately $8 million investment and is expected to generate 60 new full-time jobs over the next three years and bring approximately 120 employees into the downtown area on a daily basis.

The building has been deemed functionally obsolete based on outdated and inadequate mechanical, electrical, and telecommunications/IT systems. Thus, the parcel included in this development is "eligible property" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map and legal description of the property, is available for public inspection at City Hall, Community Development Department, located on the 3rd floor at 161 West Michigan Avenue, Jackson, Michigan 49201. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of the City of Jackson at (517) 768-6433.

THIS NOTICE is given by order of the City Council of Jackson, Michigan.

Posted on: September 30, 2022

CITY OF JACKSON
Founded 1829

Brownfield Redevelopment Authority

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

NOTICE TO ALL TAXING JURISDICTIONS

The City of Jackson City Council proposes to amend a Brownfield Plan for a property in Jackson, Michigan.

The City of Jackson has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed, and recommended adoption of the First Amendment to Brownfield Plan Development and Reimbursement Agreement related to the development of a parcel of property located at 241 West Michigan Avenue in the City of Jackson, Michigan. The property is being developed with the renovation of the building and will be the headquarters for a Jackson-based Engineering Company. The project is estimated to be approximately $8 million investment and is expected to generate 60 new full-time jobs over the next three years and bring approximately 120 employees into the downtown area on a daily basis.

The building has been deemed functionally obsolete based on outdated and inadequate mechanical, electrical, and telecommunications/IT systems. Thus, the parcel included in this development is "eligible property" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which include environmental costs, asbestos abatement costs, demolition costs, and costs for development of the Brownfield Plan and Act 381 Work Plan.

The plan will be considered for adoption at the October 11, 2022 meeting of the City Council held at 6:30 pm in Council Chambers (2nd Floor), City Hall, 161 W. Michigan Avenue, Jackson, Michigan. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Mr. Chris Atkin, Planning Director and Zoning Administrator, at (517) 768-6433.

Dated: September 30, 2022

CITY OF JACKSON ENVIRONMENTAL COMMISSION

161 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

September 21, 2022

City Council
City of Jackson
161 W Michigan Avenue
Jackson, MI 49201

RE: No Mow May in the City of Jackson

Dear City Council:

The Environmental Commission recommends City Council consider implementing No Mow May starting in May 2023.

No Mow May is a conservation initiative where people refrain from mowing their lawns during the month of May - this allows grass to grow creating habitat for early season pollinators. This is particularly important in urban areas where there are limited spaces for growth.

Communities in Michigan are already getting on board with No Mow May - in 2022 the cities of Albion and Ann Arbor adopted No Mow May. Additional information can be found at https www.beecityusa.org/no-mow-may/ or on the City of Albion and/or City of Ann Arbor websites.

CITY COUNCIL SPECIAL MEETING MINUTES

September 27, 2022

CALL TO ORDER:

The Jackson City Council met in special session in Council Chambers and the meeting was called to order at 5:30 p.m. by Mayor Daniel Mahoney.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, and Fifth Ward Councilmember Karen Bunnell.

Absent: Fourth Ward Councilmember Laura Dwyer Schlecte* and Sixth Ward Councilmember Will Forgrave.

*Councilmember Schlecte arrived after the roll call.

ADOPTION OF AGENDA:

Motion was made by Councilmember Gunn, seconded by Councilmember Dancy to adopt the agenda. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, and Bunnell (5). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CITY COUNCIL/JACKSON COLLEGE OWNERSHIP LINKAGE COMMITTEE CONVERSATION:

Jackson College Trustees Donna Lake and John Crist provided Council an overview of the College and inquired about areas of focus the Council felt are important.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Gunn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 6:16 p.m.

CITY COUNCIL MEETING MINUTES

September 27, 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 Third Ward Councilmember Angelita Gunn.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor 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 Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Director of Police and Fire Services Elmer Hitt, Director of Public Works Mike Osborne, Chief Equity Officer John Willis, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Jason Hamman – Director of Jackson County 911

Jason Hamman of Jackson County 911 and Summit/Spring Arbor Fire Chief Tim McEldowney provided information regarding the upcoming 911 ballot initiative.

PUBLIC HEARINGS:

A. Hold a Public Hearing on the Obsolete Property Rehabilitation Exemption Certificate Application submitted by Thebo Capital, LLC

Motion was made by Vice Mayor Robinson, seconded by Councilmember Schlecte to open the public hearing on the Obsolete Property Rehabilitation Exemption Certificate Application submitted by Thebo Capital, LLC. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

Jacob Cross of Thebo Capital, LLC provided Council with an overview of the planned project at 208 S. Jackson Street.

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

1. Consideration of Resolution for approval

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

B. Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Redevelopment (HUD)

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

No comments were offered.

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

C. Conduct a Public Hearing to Receive Citizen Comment regarding the use of $30,210 in FY2022 Justice Assistance Grant (JAG) funds by the city for the purchase of equipment and the use of $19,151 in JAG funds by Jackson County to purchase several pieces of equipment for use by Sheriff's Deputies.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to open the public hearing to receive citizen comment regarding the use of $30,210 in FY2022 Justice Assistance Grant (JAG) funds by the City for the purchase of equipment and the use of $19,151 in JAG funds by Jackson County to purchase several pieces of equipment for use by Sheriff's Deputies. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

Kevin Rogers and John King spoke during the public hearing.

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

D. Hold a Public Hearing to Receive Citizen Comment on the Martin Luther King Corridor Improvement Authority Development and TIF plan.

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

John King, Michael Parker, Jimmy Williams, and Dena Morgan spoke during the public hearing.

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

1. Consideration of Resolution for approval

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

B. Accept and place on file the City of Jackson Financial Statements as of and for the 2 months ended August 31, 2022

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to accept and place on file the City of Jackson Financial Statements as of and for the 2 months ended August 31, 2022. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of September 13, 2022
Approve the minutes of the regular City Council Meeting of September 13, 2022.

B. Special Event Application: Jackson High School Homecoming Parade
Approve a request from Jackson High School to host their Homecoming Parade on September 30, 2022 on the streets of Jackson.

C. Appointment to Police Oversight Commission
Approve the Mayor's recommendation to appoint Leonard Phillips to a one-year term on the Police Oversight Commission, beginning immediately and ending on 12/31/23.

D. Ex-Officio Appointment to the Environmental Commission
Approve the Mayor's recommendation to appoint Amanda Ramon as an ex-officio member of the Environmental Commission for a one-year term, beginning immediately and ending expiring on September 26, 2023.

E. Appointment to City Planning Commission
Approve the Mayor's recommendation to appoint Chelsea Poole to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2025.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the consent calendar. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS:

A. 109 Hollywood Street housing rehab (tabled at 9/13/22 meeting)

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to turn down the proposal and ask staff to come back with a new proposal in the future. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Gunn, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. Memorandum of Understanding for Justice Assistance Grant
Recommendation: *Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use $49,361, of which $30,210 in FY2022 JAG funds is for the City's payment of the license plate reading system, a 3D camera, and enhanced scenario based training; and $19,151 is for the County's purchase of several pieces of equipment for Sheriff's deputies' use.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to authorize the signing on the Memorandum of Understanding Agreement for the Justice Assistance Grant. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Engineer's Report for Street Resurfacing Wildwood Avenue – West Avenue to Steward Avenue
Recommendation: *Receive the Engineer's Report for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to receive the Engineer's Report for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Engineer's Report for Street Resurfacing Pearl Street – Cooper Street to Waterloo Avenue

Recommendation: *Receive the Engineer's Report for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to receive the Engineer's Report for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Engineer's Report for Street Resurfacing Wisner Street – Wildwood Avenue to Ganson

Recommendation: *Receive the Engineer's Report for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to receive the Engineer's Report for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. City of Jackson Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal

Recommendation: *Approval of the first one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $87,720 for the fiscal year 2022/23. This includes a 3% increase per the contract with Executive Property Management.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the first one-year contract extension for downtown sidewalks and parking lot snow removal and police department sidewalk and parking lot snow removal. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Rescind the resolution of the tentative award for the construction contract for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project

Recommendation: *Adopt a motion to rescind the resolution adopted on August 9, 2022, to tentatively award a construction contract for wastewater system improvements to Spence Brothers of Saginaw, MI for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to rescind the resolution of the tentative award for the construction contract for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements Project. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

G. Resolution for approval of the contract award to Allied Mechanical Services, Inc. of Grand Rapids, MI for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.
Recommendation: *Approve a resolution for the contract award to Allied Mechanical Services, Inc. of Grand Rapids, MI in the amount of $11,030,000 for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the resolution for the contract award to Allied Mechanical Services, Inc. of Grand Rapids, MI in the amount of $11,030,000 for construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements Project. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. Approve a contract award for the City of Jackson, Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds
Recommendation: *Approval of the contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the contract award for the City of Jackson Wastewater Treatment Plant SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204 with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

I. Approve the sale of City owned property located at 112 Second Street, for $35,000
Recommendation: *Approve the sale of City owned property located at 112 Second Street, to Jorge Barrantes for $35,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the sale of City owned property located at 112 Second Street for $35,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

J. Approve the sale of City owned property located at 1000 Adrian Street, for $10,000
Recommendation: *Approve the sale of City owned property located at 1000 Adrian Street, to Francisco Cortes Lopez for $10,000. Authorize the City Manager to sign all sales documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the sale of City owned property located at 1000 Adrian Street for $10,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

K. Parking Permit Purchase Agreement
Recommendation: *Approve a Parking Purchase Agreement between Commonwealth Associates, Inc. and the City of Jackson, allow the City Attorney and City Manager to make minor modifications, and allow the City Manager to execute the agreement.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the parking permit purchase agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Robinson, and Councilmembers Gunn, Schlecte, and Forgrave all offered comments. Councilmembers Dancy and Bunnell 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 Schlecte. A vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 7:57 p.m.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, October 31st is Halloween and children of all ages dress up as goblins, ghosts, ghouls, and "things that go bump in the night"; and

WHEREAS, this has traditionally been a festive and fun event; and

WHEREAS, the City Council wishes to keep the tradition a safe one for children of all ages.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson establishes Halloween hours between 6:00 p.m. and 8:00 p.m. on Monday, October 31, 2022, and encourages all children to "trick or treat" during that time period, encourages residents to turn porch lights on between said hours.

* * * * * *

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 October 11, 2022

IN WITNESS WHEREOF, have hereunto affixed my signature and the seal of the City of Jackson, Michigan on this 11th day of October, 2022.

_____

Andrea Muray, City Clerk

_____

Daniel Mahoney, Mayor

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: October 11, 2022

SUBJECT: Special Event Application: Strickland & Shawyer Wedding

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Recommendation:

Approve a request from Jeffrey Strickland to host a wedding on November 12, 2022 in Bucky Harris Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Strickland & Shawyer Wedding.

I recommend approval of the special event application for the Strickland & Shawyer Wedding. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: October 11, 2022

RECOMMENDATION: Approve a request from Jeffrey Strickland to host a wedding on November 12, 2022 in Bucky Harris Park.

SUMMARY: A private wedding ceremony

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 current hold harmless agreement

ATTACHMENTS: Special Event Application: Strickland & Shawyer Wedding

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: Jeffrey Strickland		
Address: 2719 Granada Dr. Apt 2D, Jackson, MI 49202		Phone: (409) 239-6181
Tax ID#:	Website: Jeff. lakes area inc	
Contact Name:	Phone:	Email: jeff.lakesareainc@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jeffrey Strickland		Phone: (409)239-6181

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
11/12/2022	12:00 pm	5:00 pm	7:00 pm	9:00 pm

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

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

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

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

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 joining of Christy Shawyer and Jeff Strickland in Holy matrimony.

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: 9/26/2022

Office Use ONLY
Application Received:
Date: 9/26/22
Time: 4pm
By:
Application Fee Received: V $75

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: October 11, 2022

SUBJECT: Special Event Application: Ella Sharp Museum Cemetery Tour

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Recommendation:

Approve a request from the Ella Sharp Museum to host their Cemetery Tour on October 19, 2022 in Greenwood Cemetery.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Ella Sharp Museum Cemetery Tour.

I recommend approval of the special event application for the Ella Sharp Museum Cemetery Tour. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: October 11, 2022

RECOMMENDATION: Approve a request from the Ella Sharp Museum to host their Cemetery Tour on October 19, 2022 in Greenwood Cemetery.

.

SUMMARY: Cemetery Tour, open to the public

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 current certificate of insurance

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ATTACHMENTS: Special Event Application: Cemetery Tour

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: Ella Sharp Museum		
Address: 3225 E 4th St. Jackson, MI 49201		Phone: (517) 787-2320
Tax ID#:	Website: www.ellasharpmuseum.org	
Contact Name: Toneka Smith	Phone: 517-787-2320 ext 347	Email: tonekas@ellasharp.org
Contact Name: Paige McCafferty	Phone: 517-787-2320 ext 323	Email: paigem@ellasharp.org
Contact Name During Event: Toneka Smith		Phone: (517) 392-2587

Event Information

Event Name: Cemetery Tour

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
10-19-22	4:45pm	5pm	7pm	7pm

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? 100-125

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

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

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: Greenwood Cemetery

☐ 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.

Join Ella Sharp Museum for a guided tour of Jackson's oldest cemetery, Mt. Evergreen cemetery. You will hear about some of Jackson's famous families and their stories, including Ella Merriman-Sharp, Austin Blair, William Sparks, and learn about some of the not so famous families with just as remarkable stories.

This is a physical walk on a dirt path, up and down hills. This program is intended for people ages 8 and above.

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: Pamela Smith

Date: 9-21-22

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

FROM THE DESK OF

MAURICE M. IMHOFF

705 S. West Ave., Jackson, MI 49203

October 5, 2022

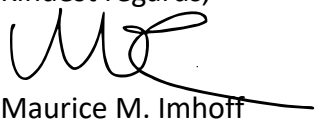
Jackson Human Relations Commission
Jackson Youth Council
161 W. Michigan Ave.
Jackson, MI 49201

Re: Resignation

To Members of the Jackson Human Relations Commission:

Due to a desire to focus on my health and to spend more time with my family, I am writing to submit my official resignation from both the City of Jackson Human Relations Commission and the City of Jackson Youth Council (liaison), effective immediately. I have enjoyed working with everyone and look forward to your future accomplishments.

Kindest regards,



Maurice M. Imhoff

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: October 11, 2022

SUBJECT: Award the Optimist Playground and Basketball Court Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00

Recommendation:

Award the Optimist Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Optimist Park Playground and Basketball Court Project.

We recommend approval of the contract to R.W. Mercer of Jackson, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: October 11, 2022

RECOMMENDATION: Award the Optimist Park Playground and Basketball Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00

SUMMARY

Award the Optimist Park Playground and Basketball Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following areas;

- Sale of City Property Funding $329,393.00

HISTORY, BACKGROUND and DISCUSSION

Upgrading Optimist Park to include new playground equipment for 5-12 year old, basketball court, landscape and new fencing.

DISCUSSION OF THE ISSUE

This park upgrade is much needed. The sale of the City property adjacent to park property allows us an opportunity to have a new playground equipment, beautify the park area and new basketball court.

POSITIONS

Requested action is for Council to award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of $329,393.00.

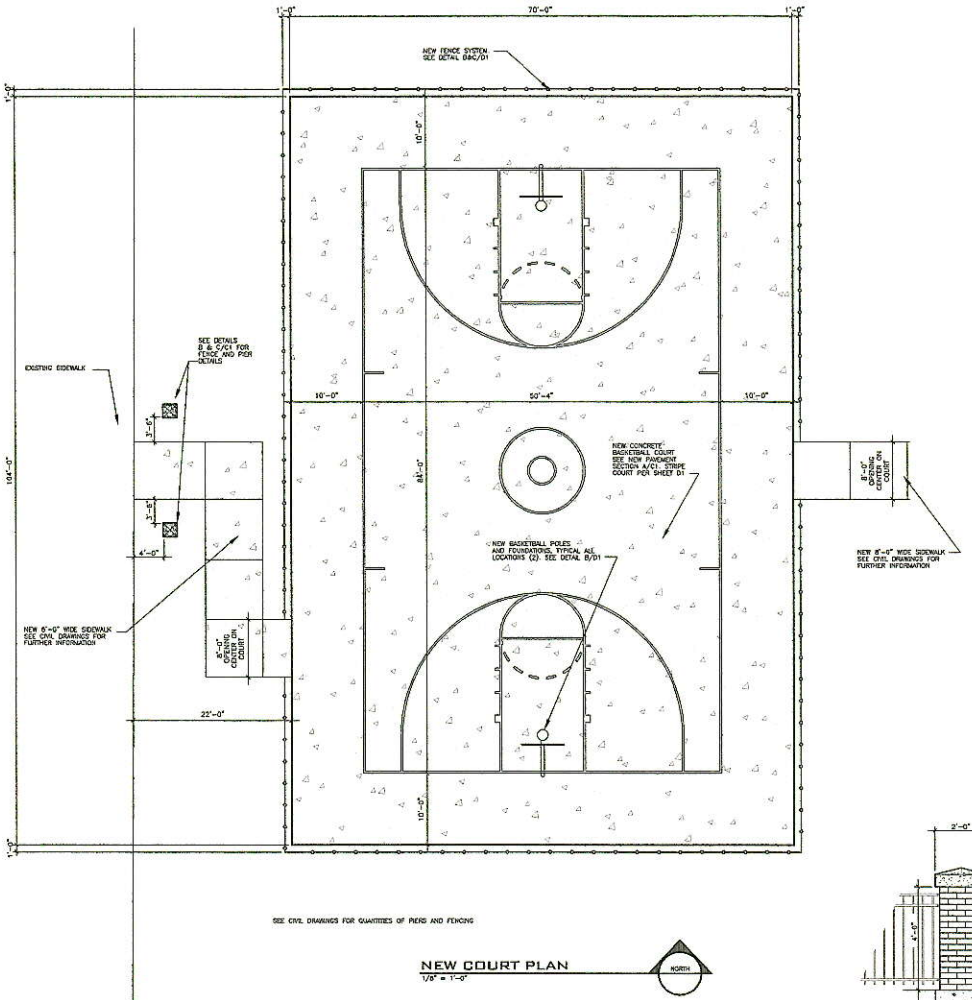


landscape structures

Optimist Park- Anti-Vandalism Colors

Design500ph-1 • 09.27.2022

© 2022 Landscape Str



SEE CIVIL DRAWINGS FOR QUANTITIES OF PIERS AND FENCING

NEW COURT PLAN
1/8" = 1'-0"

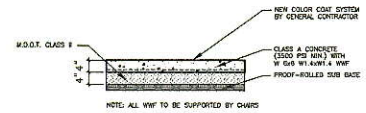
NORTH

SOIL EROSION NOTE:

INSTALL SILT FENCE AROUND CONSTRUCTION LIMITS OF SITE FOR THE DURATION OF THE PROJECT. INSTALL PER LOCAL REQUIREMENTS. PROVIDE TEMPORARY RIP RAP STONE ENTRANCE TO SITE, LOCATION TO BE DETERMINED.

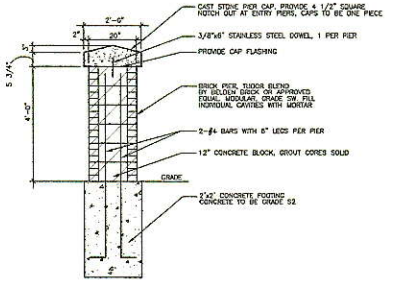
LANDSCAPE NOTE:

BLEND ALL NEW GRADES TO EXISTING GRADES. PROVIDE AND INSTALL TOP SOIL AS REQUIRED. HYDROSEED ALL DISTURBED EARTH AND NEW BERMS

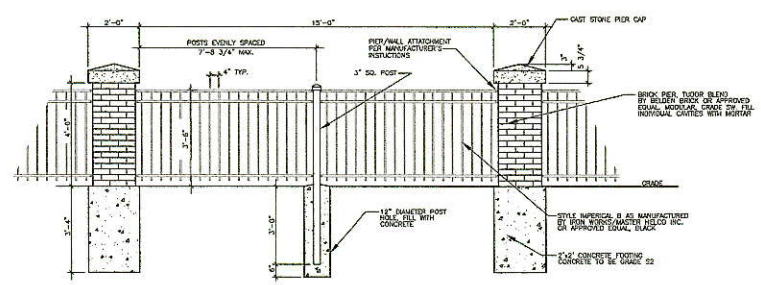


NOTE: ALL WWF TO BE SUPPORTED BY CHAIRS

COURT SLAB SECTION (A / C1)
NO SCALE



BRICK PIER SECTION (B / C1)
NO SCALE



BRICK COLUMN AND FENCE DETAIL (C / C1)
NO SCALE
SEE CIVIL DRAWINGS FOR QUANTITIES OF PIERS AND FENCING

COVALLE GROUP ARCHITECTS | PLLC
JACKSON, MICHIGAN 517.788.0100
COVALLEARCHITECTS.COM

PROJECT
CITY OF JACKSON
OPTIMIST PARK

DATE	REVISIONS	APP'D
7-22-22	ISSUED FOR BIDS	J.C.

FILE NUMBER 2308
DRAWN BY J.C.
DATE ISSUED

SHEET TITLE
NEW COURT PLAN AND DETAILS

SHEET NUMBER
C1

ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE DESIGN PROFESSIONAL AS INSTRUMENTS OF SERVICE SHALL REMAIN THE PROPERTY OF THE DESIGN PROFESSIONAL. THE DESIGN PROFESSIONAL SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREIN.

R. W. MERCER REVISED COST ESTIMATE BASED ON MARKED UP DRAWINGS

COMPETITIVE BID SUMMARY SHEET

DIVISION / WORK DESCRIPTION	Y/N	CONTRACTOR	REVISED BID	COMMENTS
1 - GENERAL REQUIREMENTS				
MATERIALS TESTING		R.W. MERCER	$ 2,500	
BUILDING LAYOUT		R.W. MERCER	$ 4,000	
SEWER / WATER TAP FEES		N/A		
GAS SERVICE		N/A		
UTILITY COMPANY CHARGES		N/A		
JOBSITE OFFICE / SUPPLIES		R.W. MERCER	$ 250	
SAFETY / BARRICADES		R.W. MERCER	$ 2,500	
PROJECT SIGN		R.W. MERCER	$ 500	
JOB SUPERINTENDENT		R.W. MERCER	$ 16,800	$2800/WEEK FOR 6 WEEKS
MISCELLANEOUS RWM LABOR		R.W. MERCER	$ 2,600	40 HOURS @ $65
EQUIPMENT USE / RENTAL		N/A		
CRANE SERVICE		N/A		
PORT-A-JOHN		R.W. MERCER	$ 240	
DUMPSTER / RUBBISH REMOVAL		R.W. MERCER	$ 500	
WEEKLY/FINAL CLEANING				
SUB-TOTAL			$ 29,890	
2 - SITE WORK / DEMOLITION				
GENERAL SITE WORK / EXCAVATION		DE EXCAVATING	$ 67,000	
DIGGINER FOR PIERS		DE EXCAVATING		
ASPHALT PAVING / STRIPPING				NO PARKING LOT
FENCING		ALLEN BROTHERS	$ 25,600	
FENCE FOR PIERS			N/A	NO ORIMENTAL FENCE INCLUDED
LANDSCAPING / IRRIGATION		BROTHERS	$ 19,172	INCLUDES SEEDING & STRAW
SUB-TOTAL			$ 111,772	
3 - CONCRETE				
BASKETBALL COURT/SIDEWALKS		COOKS	$ 65,908	REVISED PER MARKED UP DRAWING
INCLUDES 2 PIERS		COOKS		
SUB-TOTAL			$ 65,908	
4 - MASONRY				
PIERS		MASONRY BY DESIGN	$ 3,500	INCLUDES CAPES
SUB-TOTAL			$ 3,500	
5 - METALS				
STRUCTURAL STEEL		N/A		
SUB-TOTAL			$ -	
6 - CARPENTRY				
LUMBER PACKAGE		R.W. MERCER	$ 1,000	
SUB-TOTAL			$ 1,000	
10 - SPECIALTIES				
MISCELLANEOUS		N/A		
SUB-TOTAL			$ -	
11 - EQUIPMENT				
PLAYGROUND EQUIPMENT		PENCHURA	$ 47,544	
COURT COLORING		RACQUET SPORTS	$ 16,700	
BASKETBALL EQUIPMENT		PENCHURA	INCLUDED	
SUB-TOTAL			$ 64,244	
15 - MECHANICALS				
PLUMBING		N/A		
HVAC		N/A		
SUB-TOTAL			$ -	
16 - ELECTRICAL				
ELECTRICAL SYSTEMS		N/A		
FIRE / SECURITY		N/A		
SOUND/VIDEO SYSTEMS		N/A		
DATA / COMMUNICATION		N/A		
SUB-TOTAL			$ -	
TOTAL DIVISIONS 1 - 16			$ 276,314	
OVERHEAD & PROFIT		16%	$ 44,210	
PERMIT		ALLOWANCE	$ 5,000	
PLM BONDS & MAINTENANCE		1.4%	$ 3,868	
TOTAL CONSTRUCTION COST			$ 329,393	#REF!

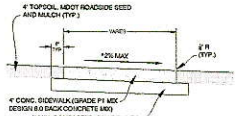
SITE DATA

1. PROPERTY INFORMATION:
   PARCEL #S: 014-1042-075842
   014-1042-075608

   SITE AREA: 74,929 SF (1.72AC)

OWNER: CITY OF JACKSON
209 N WEST AVE
JACKSON, MI 49202

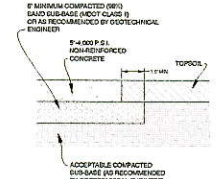
ARCHITECT: COVALLE GROUP ARCHITECTS
2019 4TH STREET
JACKSON, MI 49203
PHONE: (517) 740-5033



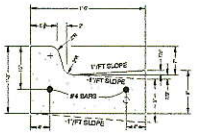
*TRANSVERSE SIDEWALK SLOPES ARE TYPICALLY 1.5% OR 2% MAXIMUM. IN ORDER TO MEET SITE CONDITIONS, IF THE TRANSVERSE SLOPE IS REQUIRED TO BE LESS THAN 1.5%, LONGITUDINAL DRAINAGE MUST BE PROVIDED.

REFER TO MDOT STANDARD PLAN R-28H (DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK)

SIDEWALK SECTION
C3.0 - 030501 NOT TO SCALE



CONC. PAVEMENT SECTION
C3.0 - 030403 NOT TO SCALE


1'-0"
2"
6"
1'-0"
1'-0"
1'-0

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: October 11, 2022

SUBJECT: Award the Change Order 1 for the Loomis Park Playground Project to R.W Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document.

Recommendation:

Award the Change Order No. 1 for the Loomis Park Playground Project to R.W Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Loomis Park Project Contract Change Order No. 1.

We recommend approval of the contract Change Order No. 1 to R.W. Mercer of Jackson, Michigan and authorization for the City Manager and Director of Parks and Recreation.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: October 11, 2022

RECOMMENDATION: Approve Change Order No.1 for the Loomis Park Playground Project to R.W Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document.

SUMMARY

Award the Change Order No. 1 for the Loomis Park Playground, Trail and Picnic Shelter Project to R.W Mercer in the increased amount of $25,560, for additional spoils and roof drains and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document.

BUDGETARY CONSIDERATIONS

The change orders represent an increase of $25,560, bringing the current contract amount to $1,330,650.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2022, City Council approved the award of the contract to R.W. Mercer of Jackson, Michigan in the amount of $1,305,090. Once we began working in Loomis Park we found a need for more spoils and drains to level the entrance into the Boos Center.

DISCUSSION OF THE ISSUE

The project will provide new walking path, picnic shelter, 5-12 year old playground equipment, lights and a toddler playground area,

POSITIONS

I request approval of balancing the Change Order No.1 and authorization for the City Manager and Director of Parks and Recreation to sign the document.

Change Order NO. 1
To Contract for
Loomis Park Playground Project Contract
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-names contract.

ORIGINAL CONTRACT AMOUNT	**$ 1,305,090.00**
CHANGE ORDER NO. 1	**$ 25,560.000**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO.1	**$ 1,330,650.00**

REASON FOR CHANGE:

To level, remove and install drains during landscaping process at Loomis Park.

CONTRACT COMPLETION:

The contract completion date remains the same spring of 2023.

_____
Prepared by Kelli Hoover
Director of Parks, Recreation and Cemeteries

ACCEPTED BY:

_____ _____
R.W. Mercer Date:

ACCEPTED BY:

_____ _____
Kelli Hoover, Director Parks and Recreation Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

5405 E. Michigan Ave.
Jackson, MI 49201

Lester Brothers
EXCAVATING • TRUCKING • WASTE DISPOSAL

Office: (517) 764-7888
Fax: (517) 764-7808

9-29-22

R.W Mercer
2322 Brooklyn Rd
Jackson, MI 49203

Boo center

Installation of approximately 120 L.F of 6 inch SDR 35 and 7 downspout connections

Total $7,470.00

5405 E. Michigan Ave.
Jackson, MI 49201

Lester Brothers
EXCAVATING • TRUCKING • WASTE DISPOSAL

Office: (517) 764-7888
Fax: (517) 764-7808

9-29-22

R.W Mercer
2322 Brooklyn Rd
Jackson, MI 49203

Boo center

Removal of additional spoils per email

Total $14,800.00

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: October 11, 2022

SUBJECT: Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $44,141.75

Recommendation:

Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $44,141.75

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding this purchase.

We recommend approval of the purchase to Spartan Distributors and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: October 11, 2022

RECOMMENDATION: Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $44,141.75

SUMMARY

Award the purchase of a new greens mower to Spartan Distributors of Sparta, Michigan in the amount of $38,756.55.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following area.

• Ella Sharp Park Operating Fund	$44,141.75	(5 yearly payments @ 6.75%)
(208-751-000-997.000)	$8,828.35	(Annual Payment)

HISTORY, BACKGROUND and DISCUSSION

Historically, Ella Sharp Park has purchased most of the specialized mowing fleet from Toro and specifically Spartan Distributors over the past 50 years. This has allowed us to keep all of our parts, reels and general maintenance consistent and easy to interchange. The new mower will replace our current greens mower and allow our older greens mower to move to another area on the golf course. Either tee, approach or greens roller.

DISCUSSION OF THE ISSUE

Ella Sharp Park Golf Course has been patiently waiting on a new greens mower for over the past 18 months due to supply and demand. This is a high priority. Over the last (2) years we have been refurbishing our current equipment to keep our fleet operational. During and after COVID – 19, the game of golf has gained greater popularity. This has made many golf related resources difficult to acquire.

POSITIONS

Requested action is for Council to award Spartan Distributors of Sparta, Michigan to provide a new greens mower in the amount of $44,141.75.

Spartan Distributors A Reinders Company

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

September 26, 2022

Ella Sharp Golf Course
Attn: Eric Terrian
3225 4th Street
Jackson, MI 49203

We are pleased to provide a quote on the following equipment:

(1) TORO Greensmaster 3150-Q (#04358) **$ 38,756.55**

- (3) 14-Blade Cutting Unit (#04656)
- (3) Narrow Wiehle Roller (#04255)
- (1) Light Kit – LED (#04554)

Verdant Municipal Financing
6.75% Annual Payment $ 1.00 Buy Out—5-Years @ $ 8,828.35
Documentation Fee of $ 250.00—Advance Payments

The above TORO pricing is based on OMNIA Contract #2017025

Pricing is subject to change at time of shipment.

DELIVERY: As Arranged
TERMS: Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Bob Most

Bob Most
Commercial Sales

BM/jgm

PURE MICHIGAN®

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: October 11, 2022

SUBJECT: Accepting grant funds from the State of Michigan Department of Natural Resources.

Recommendation:

Adopt a resolution to accept a Trust Fund Grant from the State of Michigan Department of Natural Resources for MLK Equality Trail Project from Prospect Street to S. West Avenue and authorization for the Mayor and Clerk to execute the appropriate documents.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the contract with the State of Michigan Department of Natural Resources.

We recommend approval of the resolution to accept a grant for the MLK Equality Trail Project and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: October 11, 2022

RECOMMENDATION: Approval of a resolution to accept a grant from the Michigan Department of Natural Resources (MDNR) for trail construction from Prospect to S. West Avenue along the MLK Equality Trail and authorization for the Mayor and Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to accept the MDNR Trust Fund Grant for the trail upgrades along the MLK Equality Trail from Prospect Street to S. West Avenue.

BUDGETARY CONSIDERATIONS

The trail project will be funded through the following areas;

MDNR Trust Fund Grant	$300,000
Public Improvement Funds	$217,900

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department has partnered in the past with the MDNR Trust Fund Grants at Cooper Street Trail, Trail lighting, PAKA Trail, Bloomfield, Exchange, Ella Sharp, Rotary, Lions Parks amongst several other projects with great success.

DISCUSSION OF THE ISSUE

This upgrade of the original trail to 12ft concrete path are part of the trail upgrades continuation from the MLK Center at Weatherwax Rd over the next several years.

POSITIONS

I request the attached resolution to enter into contract with the Michigan Department of Natural Resources be approved by the City Council, and the Mayor and Treasurer/City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson seeks to extend the City Trail upgrade from Prospect Street to S. West Avenue, and

WHEREAS, the City accepts and agrees to the terms and agreements as received from the Michigan Department of Natural Resources, and

WHEREAS, the City shall appropriate all funds necessary to complete the project during the project period and to provide $217,900 dollars to match the grant authorized by the State of Michigan Department of Natural Resources, and

WHEREAS, the City shall maintain satisfactory financial accounts, documents, and records and make them available to the State of Michigan Department of Natural Resources for auditing at reasonable times, and

WHEREAS, the City shall construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement, and

WHEREAS, the City shall regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms; and

WHEREAS, the City shall comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson City Council approves the resolution to accept a grant from the Michigan Department of Natural Resources (MDNR) for the MLK Equality Trail upgrades and give authorization for the Mayor and City Clerk/Treasurer to execute the appropriate documents.

* * * * *

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

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of _____.

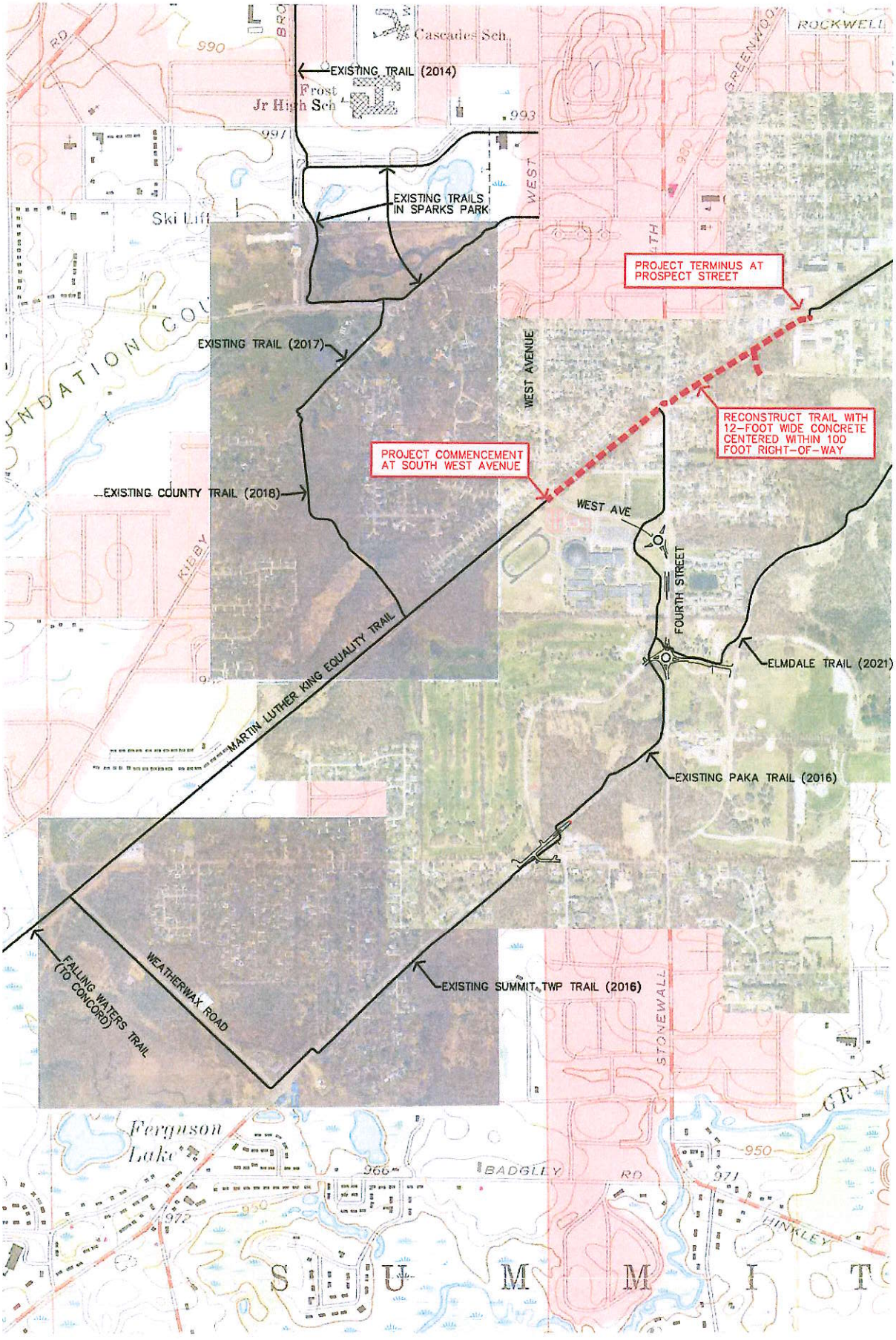
IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ____day of_____, 2022.

_____

JACKSON
Founded 1829

BID TABULATION
FOR
OPTIMIST PARK RENOVATIONS
SEPTEMBER 7, 2022

	RW MERCER COMPANY 2322 Brooklyn Rd. Jackson, MI 49203	**MOORE TROSPER CONSTRUCTION COMPANY** 4224 Keller Rd. Holt, MI 48842
Lump sum bid for Optimist Park Renovations as specified	$ 455,514.00	$ 601,000.00
DEDUCT: Omit brick piers and associated fencing	$ 37,098.00	$ 48,900.00
Unit price to Owner per tree furnished and installed	$ 850.00	$ 750.00
Submitted Bid:	$ 455,514.00	$ 601,000.00
Labor Costs:	$ 124,866.00	$ 200,000.00
Materials Costs:	$ 210,811.00	$ 250,000.00
Equipment Costs:	$119,837.00 (Playground Equipment)	$ 151,000.00
Possible Change Orders:	N/A	Potential change orders could be items missed on the plans by the architect or concealed conditions unknown until demolition/construction starts. It is impossible to put a cost on potential change orders without knowing what the change would be.



SHEET 1 of 1	MARTIN LUTHER KING EQUALITY TRAIL SOUTH WEST AVE TO PROSPECT ST RECONSTRUCTION MAP 02-22-21	CITY OF JACKSON ENGINEERING	NORTH

NO	DESCRIPTION (REVISIONS)	DATE	BY

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: October 11, 2022

SUBJECT: **Resolution for approval of a contract with the Michigan Department of Transportation for traffic signal work on Greenwood Avenue at the intersection of High Street.**

Recommendation:

> **Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for signal modernization at the Greenwood Avenue and High Street intersection, and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT for the referenced location.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E.

DATE: October 11, 2022

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for signal modernization at the Greenwood Avenue and High Street intersection, and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for signal modernization at the Greenwood Avenue and High Street intersection.

BUDGETARY CONSIDERATIONS

The cost-participation agreement and contract number 22-5422 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is $317,000 with the federal share being $241,736 and the City share being $75,364.

HISTORY, BACKGROUND and DISCUSSION

The signals at Greenwood and High are on a span wire on Consumers Energy poles with plastic signal heads, with LED lights installed in 2010. The controller was installed in 1993.

DISCUSSION OF THE ISSUE

The City has received funding to upgrade the traffic signal to mast arms at the Greenwood and High intersection.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the traffic signal at the intersection of Greenwood Avenue and High Street is in need of modernization; and

WHEREAS, the City has received Federal Surface Transportation Funds for 81.85% to a maximum of $241,736; and

WHEREAS, the cost-participation agreement and contract number 22-5422 has been prepared for this project by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is $317,000 with the Federal share being $241,736 and the City share being $75,364.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the traffic signal modernization at Greenwood Avenue and High Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 22-5422 with the Michigan Department of Transportation for the traffic signal modernization at Greenwood Avenue and High Street; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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 11th day of October, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of October, 2022.

_____
Daniel Mahoney, Mayor

_____
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: October 11, 2022

SUBJECT: **Contract Award for WWTP Culvert Engineering**

RECOMMENDATION:

> **Approval of the award for the WWTP Culvert Engineering contract to Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $155,470.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: October 11, 2022

RECOMMENDATION: Approval of the award for the WWTP Culvert Engineering contract to Fishbeck, Inc. of Grand Rapids, Michigan in the amount of $155,470.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s).

SUMMARY

A proposal to provide professional engineering services for the replacement of two culverts that allow service drives at the wastewater treatment plant to cross over the Hurd Marvin County Drain has been received from Fishbeck, Inc. of Grand Rapids, Michigan. The subject proposal will provide for preliminary engineering and construction engineering services.

BUDGETARY CONSIDERATIONS

The engineering services related to the replacement of the two culverts at the wastewater treatment will be provided at a not-to-exceed cost of $155,470.00 which will be paid for using Sewer System Funds.

HISTORY, BACKGROUND and DISCUSSION

The current wastewater treatment plant located at 2995 Lansing Avenue was originally constructed in 1937 by the federal Works Progress Administration. At that time, three service drives that cross over the Hurd Marvin County Drain were constructed to provide for access to and from the plant. At each of these crossings, culverts were installed for the drain to flow beneath the service drives. The attached graphic shows the locations for culverts under the service roads at the wastewater treatment plant labelled 2W, 3W and 4W.

For several decades, City of Jackson Engineering has administered a program to perform bi-annual inspections of all bridges and culverts on City streets and in Sharp Park and at the wastewater treatment plant. Recent inspections have shown that the culverts under the service drives at the wastewater treatment plant have deteriorated.

Culvert 2W is a two-span twin corrugated metal pipe structure with significant rust and scaling throughout and holes and tears along the waterline. Because of its poor condition, the use of this culvert is restricted by weight and is no longer able to accommodate truck traffic. The recommended corrective action is replacement.

Culverts 3W and 4W have also deteriorated albeit not yet to the level of Culvert 2W. Like Culvert 2W, Culverts 3W and 4W have rust and scaling throughout. However, the do not yet have holes and tears along the waterline. As such, they are still able to be used for truck traffic. This is good because truck traffic from Culvert 2W is currently directed to Culvert 3W. Nevertheless, the deterioration is expected to continue until such time and Culverts 3W and 4W are also load restricted. The recommended corrective action for 3W and 4W is also replacement.

DISCUSSION OF THE ISSUE

The service drives to the wastewater treatment plant are critical to the plant's operation. Culvert 2W is the primary entrance into the plant and Culvert 4W is the primary exit from the plant. Culvert 3W is less critical to the plant's operation but does provide an alternate route to access the plant while Culvert 2W is out of service for truck traffic.

To ensure continued use of the service drives to the plant, it is proposed that the culverts be replaced. As Culvert 2W is currently weight restricted, it needs to be replaced first. As Culvert 4W is the primary exit from the plant, it will be replaced second. Culvert 3W is less critical and will be even less so after the replacements of Culverts 2W and 4W, so its replacement is to be deferred and reconsidered at a later date. The culvert replacement project will be completed over multiple years to spread the cost and lower the burden on each year's budget.

The subject contract will provide for design and construction engineering for the replacement of Culverts 2W and 4W. This contract will provide for surveying and hydraulic analysis of the Marvin Hurd Drain for all three culverts. A proposal was solicited from Fishbeck, Inc. as this firm is currently providing engineering services for a generational rehabilitation of the wastewater treatment plant. It is appropriate to use a single firm for all engineering at the plant to ensure consideration is given to the plant as a whole and that all work is coordinated and, when possible, construction costs reduced. Therefore, Engineering recommends the contract be awarded to Fishbeck, Inc. Their proposal has been reviewed and found to be reasonable and fair. The scope of services related to this contract are described in the attached letter from Fishbeck dated September 19, 2022.

POSITIONS

Engineering recommends that the WWTP Culvert Engineering contract be awarded to Fishbeck, Inc. at their not-to-exceed cost of $155,470.00. We also request that the Mayor and City Clerk be authorized to sign the contract documents.

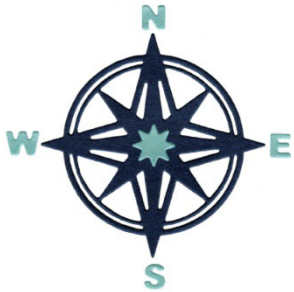
ATTACHMENTS



1W = WWTP Culvert 1W
2W = WWTP Culvert 2W
3W = WWTP Culvert 3W
4W = WWTP Culvert 4W

Culvert inspections by Great Lakes Engineering Group

Culverts are on the Hurd Marvin Drain



fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

September 19, 2022

Troy R. White
Assistant City Engineer
City of Jackson Engineering Division
161 West Michigan Avenue, 4th Floor
Jackson, MI 49204

Proposal for Professional Engineering Services
Culvert 2W and 4W Replacement at Wastewater Treatment Plant

Dear Troy:

Fishbeck is pleased to submit this proposal for design and construction phase services for the replacement of two culverts under the access drives to the Jackson Wastewater Treatment Plant (WWTP). The culverts are over the Hurd Marvin Drain (Drain,) which is owned and maintained by the Jackson County Drain Commissioner.

The project consists of the replacement of Culverts 2W and 4W, as indicated in the attached map. Recent televising indicated these culverts are near failure. As there are no capacity issues, it is the City's intent to replace the culverts with an equal or slightly greater hydraulic capacity. The road and drain improvements will be limited to what is necessary to replace each culvert. We will coordinate with your office to select the most cost-effective replacement alternative for each culvert. Proposed replacements will maintain existing facilities within the Drain, including the outlet weir structure at Culvert 2W and the paved Drain banks near Culvert 4W.

The project work will require a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Joint Permit Application (JPA) and Jackson County Drain Commissioner approval. One (or both) of these agencies may require a hydraulic study of the Drain as part of their permitting process. Therefore, we have included this as an optional scope/budget item.

Scope of Services

The preparation of the drawings and specifications will be completed in accordance with City standards. Our scope includes the following design and construction tasks.

Design Phase

1. Data Gathering and Project Kickoff:
   a. Attend a design kickoff meeting with the City.
   b. Review existing as-built drawings and records.
   c. Identify applicable existing special provisions.
   d. Perform the topographic survey required for the removal and replacement of the culverts.
   e. Perform a hydraulic survey, which includes survey of Drain cross-sections and other Drain features to incorporate into a hydraulic model if necessary.
   f. Contract with a subconsultant to perform geotechnical investigation consisting of 2- to 25-foot soil borings and prepare a dewatering report for each culvert.
   g. Discuss access requirements with City WWTP staff.
   h. Organize and attend a pre-application meeting with EGLE and Drain Commissioner.

2. Plan Development:
    a. Review topographic survey.
    b. Select culvert material in coordination with City Engineering and WWTP staff.
    c. Perform a hydraulic analysis, in HEC-RAS, to verify hydraulic capacity is equal to or greater than existing. If it can be demonstrated that the proposed culverts will provide equal or greater capacity, EGLE and the Drain Commissioner may wave this requirement.
    d. Prepare a bypass plan.
    e. Prepare drawings and specifications for City review.
        1) Plan and profile drawings.
        2) Special provisions.
        3) Soil Erosion and Sedimentation Control Plan and special provisions as required.
        4) Engineer's estimate (30%, 90%, and final construction).
    f. Perform internal QA/QC review of bidding package by senior engineering staff.
    g. Perform internal review of construction phasing plan with senior inspectors and engineers to determine construction phase durations and identify any potential contractor conflicts.
3. Bidding Documents:
    a. Compile drawing set and special provisions.
4. Permits:
    a. Apply for a joint permit through EGLE.
        1) Hydraulic model and report if necessary.
        2) The following items are not anticipated and are not included in our scope of services. If deemed necessary after the EGLE pre-application meeting, a separate fee and scope can be provided for these items.
            a) Wetland survey and report.
            b) Mussel survey.
    b. Apply for a Jackson County Drain Commissioner's office permit.
5. Bidding:
    a. Bid document assistance.
    b. Review bids and recommend award.

Construction Phase

1. Part-Time Onsite Inspection:
    a. Provide general onsite construction coordination with general contractor, subcontractors, various City departments, and private utility companies. We have budgeted 70 hours for onsite inspection services.
    b. Attend a preconstruction meeting and issue meeting minutes.
    c. Verify that construction proceeds on schedule and in accordance with approved drawings and specifications.
    d. Identify potential conflicts, and if necessary, develop alternative solutions and review with City and engineer.
    e. Complete record drawing measurements of culvert installations, including alignment, inverts, length, and structure location.
    f. Perform compaction testing.
    g. Complete inspector's daily reports.
    h. Provide red line as-built drawings.
    i. Compile, inspect, and document completion of contractor punch list.

2. Inspection Supervision and Office Engineering:
   a. Review shop drawings, material literature, and requests for information.
   b. Address design-related conflicts and provide solutions.
   c. Review change orders and payment applications.
   d. Communicate regularly with the construction supervisor, onsite inspector, and City. Assist in addressing issues that arise.
   e. Attend project substantial completion walk-through and assist with punch list completion.
   f. Draft final record drawings in AutoCAD; provide PDF copies to the City.
3. Office Technician Services:
   a. Provide contract administration including setup of the project in Field Manager.
   b. Generate pay estimates and contract modifications, and route for approval.
4. Construction Staking:
   a. Culvert centerline and inverts.
   b. Road/driveway limits.

Project Schedule

- September 2022 City Council approval of contract amendment to existing Fishbeck contract.
- October 2022 Topographic survey and soil boring.
- October 2022 Pre-application meeting with EGLE and Drain Commissioner.
- December 2022 Submit preliminary drawings and estimate to City.
- January 2023 Submit EGLE and Drain Commissioner permit applications.
- February 2023 Submit bid documents for City review.
- May 2023 Advertise with contractors currently under contract with City.
- May 2023 Receive bids.
- May 2023 City Council approval of construction contract via addendum with selected contractor.
- July 2023 Start construction.
- October 2023 Complete construction.

Professional Services Fees

Separate fees have been provided for our services for each culvert, as requested, in the event that only one culvert replacement is authorized. We propose to perform the scope of services in a time and materials basis, for a not-to-exceed fee of Seventy-Seven Thousand Nine Hundred Sixty Dollars ($77,960) for Culvert 2W and Seventy-Seven Thousand Five Hundred Ten Dollars ($77,510) for Culvert 4W. Refer to the following tables for the fee breakdown for each culvert.

Culvert 2W Fee Breakdown

Task	Fee
Topographic Survey	$1,700
Hydraulic Survey	$4,500
Plan Development	$28,200
Soil Boring and Dewatering Report (SME)	$4,900
Construction Staking	$2,550
Hydraulic Model and Report (if necessary)	$12,300
EGLE JPA and Drain Commissioner Permits	$6,060
Construction Staking	$2,550

Culvert 2W Fee Breakdown

Task	Fee
Construction Inspection	$10,120
Inspection Supervision and Office Engineering	$5,100
Office Technician Services	$2,530
Total	$77,960

Culvert 4W Fee Breakdown

Task	Fee
Topographic Survey	$1,500
Hydraulic Survey	$4,500
Plan Development	$28,200
Soil Boring and Dewatering Report (SME)	$4,900
Hydraulic Model and Report (if necessary)	$12,300
EGLE JPA and Drain Commissioner Permits	$6,060
Construction Staking	$2,300
Construction Inspection	$10,120
Inspection Supervision and Office Engineering	$5,100
Office Technician Services	$2,530
Total	$77,510

Authorization

The work will be completed under the terms of our existing as-needed contract dated December 3, 2019. If you concur with our scope of services, please provide authorization to proceed.

If you have any questions or require additional information, please contact me at 248.324.1572 or blmckissen@fishbeck.com.

Sincerely,

Brian McKissen, PE, CFM
Senior Civil Engineer

Jeff Brown, PE
Senior Vice President/Principal

Attachments
By email

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: October 12, 2022

SUBJECT: **Approve a Revocable License for a barrier free ramp at the building entrance to Judicial Services Group, Ltd at 401 South Jackson Street**

Recommendation:

> **Approve a Revocable License for Judicial Services Group, Ltd for the installation of a barrier free ramp within the Jackson Street right-of-way at 401 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: October 11, 2022

RECOMMENDATION: **Approve a Revocable License for Judicial Services Group, Ltd for the installation of a barrier free ramp within the Jackson Street right-of-way at 401 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

SUMMARY

The City has received a Revocable License request from Judicial Services Group, Ltd for the installation of a ramp to provide barrier free access to their building at 401 S. Jackson Street. The ramp will extend into the Jackson Street public right-of-way.

BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the ramp.

HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 401 S. Jackson Street is located near the property line of the parcel upon which it sits, the proposed ramp, although attached to the building face, will be extended into the S. Jackson Street public right-of-way. As such, the installation of the ramp requires a Revocable License.

DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed ramp that will extend into the S. Jackson Street right-of-way. The ramp is shown to come 5 feet into the sidewalk area leaving 5.6 feet of sidewalk outside the ramp.

POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

ATTACHMENTS

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **Judicial Services Group, Ltd., a Michigan corporation**, with offices at **401 South Jackson Street, Jackson, Michigan 49201**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **South Jackson Street** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **401 South Jackson Street**, Jackson, Michigan, **a barrier free concrete ramp and associated landing, steps and handrails** (hereinafter structure•). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars ($25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.

3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of $1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, 2022.

LICENSOR:
CITY OF JACKSON, a
Michigan municipal corporation

By_____
Daniel Mahoney, Mayor

By_____
Andrea Muray, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2022, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Acknowledged and Agreed

LICENSEE:

Judicial Services Group, Ltd.

By _____
John Hays

Its **President**

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this _____ day of _____, 2022, by **John Hays**, the **President** of **Judicial Services Group, Ltd**, on behalf of the **corporation**.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

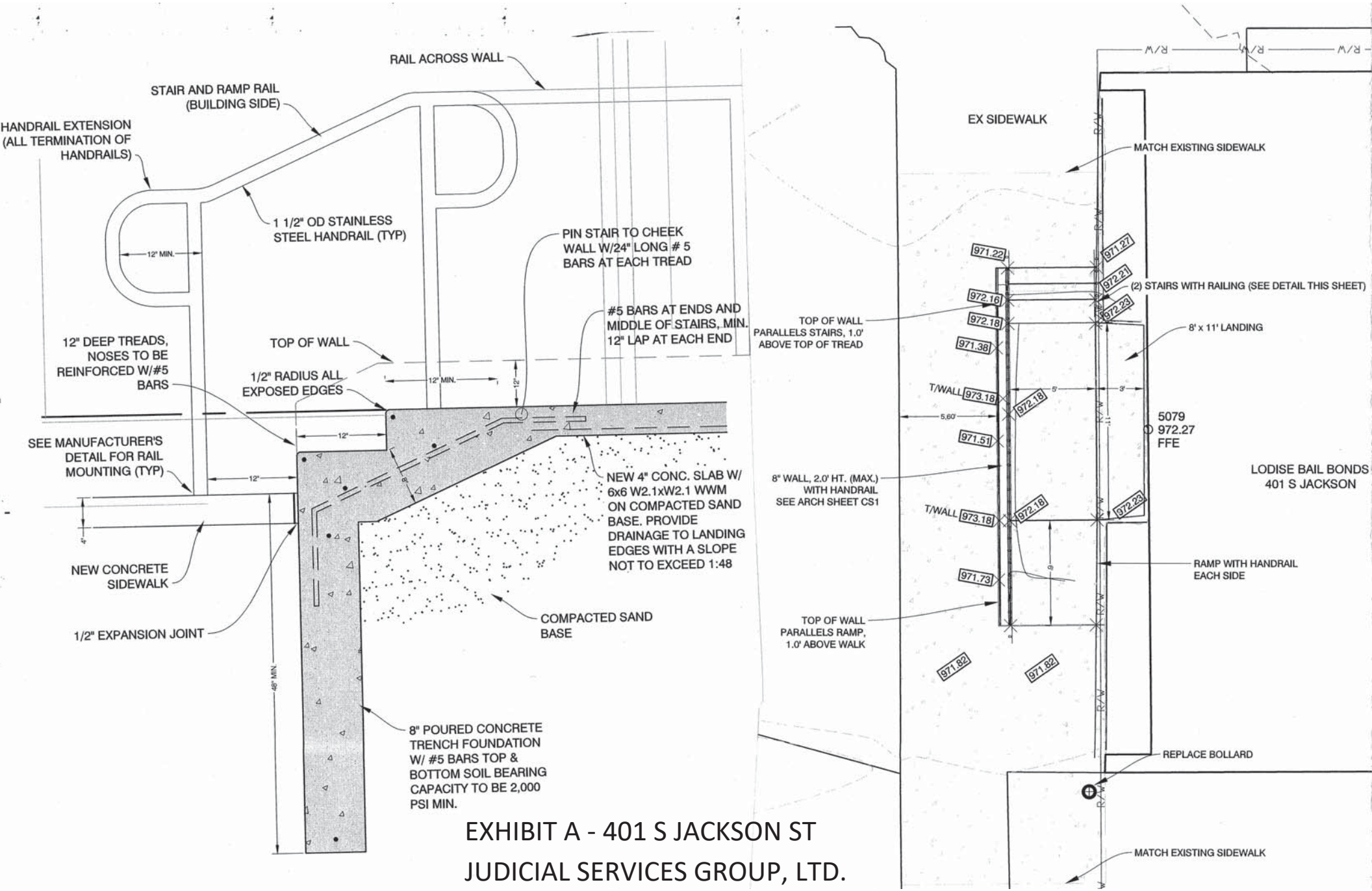


EXHIBIT A - 401 S JACKSON ST

JUDICIAL SERVICES GROUP, LTD.

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

Lot 1, Block 4 South, Range 1 East Original Plat of the Village of Jacksonburgh.

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

Lot 1, Block 4 South, Range 1 East Original Plat of the Village of Jacksonburgh.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2022

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: Pamela Bacon
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: pbacon@waltoninsurancegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Judicial Services Group LTD 401 S. Jackson Street Jackson MI 49201	INSURER A: Nationwide Mutual Insurance	
	INSURER B: Accident Fund Ins. Co.	10166
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2231524298 **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		ACP BPOL 3150325466	2/27/2022	2/27/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/Non-Owned Auto	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	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 [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			ACP CAA 3150325466	2/27/2022	2/27/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AFWCP100022357	1/29/2022	1/29/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

In regards to 401 S. Jackson Street, Jackson, MI 49201. The City of Jackson is additional insured in regards to the General Liability as indicated on this Certificate.

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

Pamela Bacon/PBACO Pamela Bacon

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POLICY NUMBER: ACP BPOL 3150325466
(insert number)

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Jackson including its officials and employees. 161 W. Michigan Ave. Jackson MI 49201	**(Where operations are occuring)**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

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: Andrea Muray, City Clerk

FROM: Chris Atkin, Planning Director and Zoning Administrator

DATE: October 6, 2022

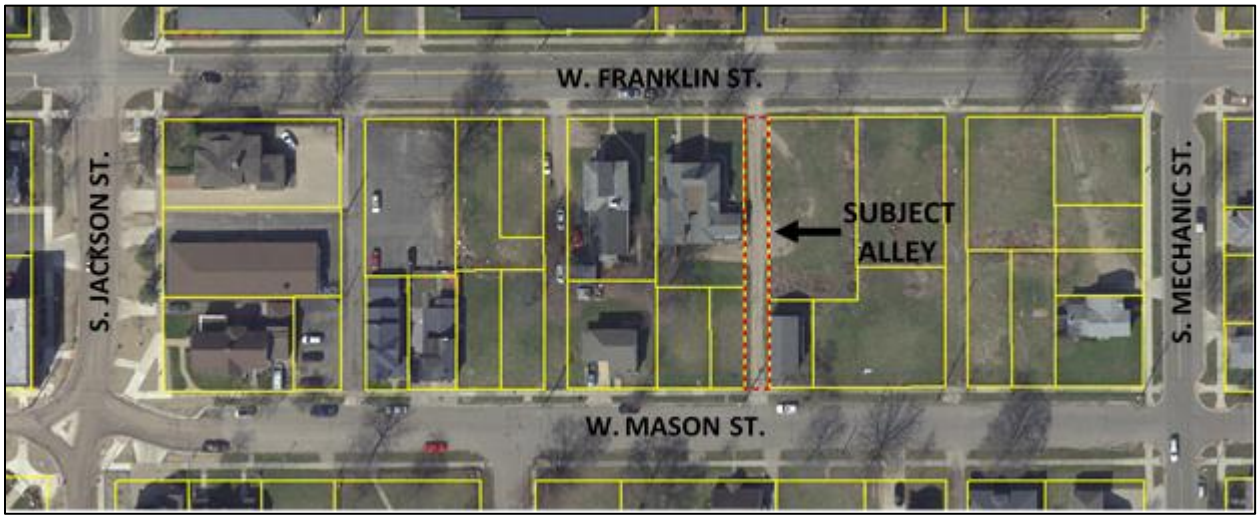
SUBJECT: Petition for Alley Vacation – Habitat for Humanity

At the regularly scheduled October 5, 2022 meeting, the City Planning Commission considered a petition from David Behnke to vacate a public alley that runs perpendicular to/between W. Franklin Street and W. Mason Street.

The unimproved subject public alley, located between 115 W. Franklin Street and 117 W. Franklin Street, and 114 W. Mason Street and 116 W. Mason Street, is eighteen (18) feet wide. If vacated, the petitioner's intent is to construct a single-family home on the vacant 115 W. Franklin Street lot for Habitat for Humanity.

Commissioner Schlecte moved, with support from Commissioner Mahoney, to recommend conditional approval of the Cleveland Place Alley subject to review and approval of the Engineering.

The motion passed 4-0 on a roll call vote (Mahoney-Y, Schlecte-Y, Mauldin-Y, Wood-Y)



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: City of Jackson Planning Commission

FROM: Chris Atkin, Planning Director and Zoning Administrator

DATE: September 28, 2022

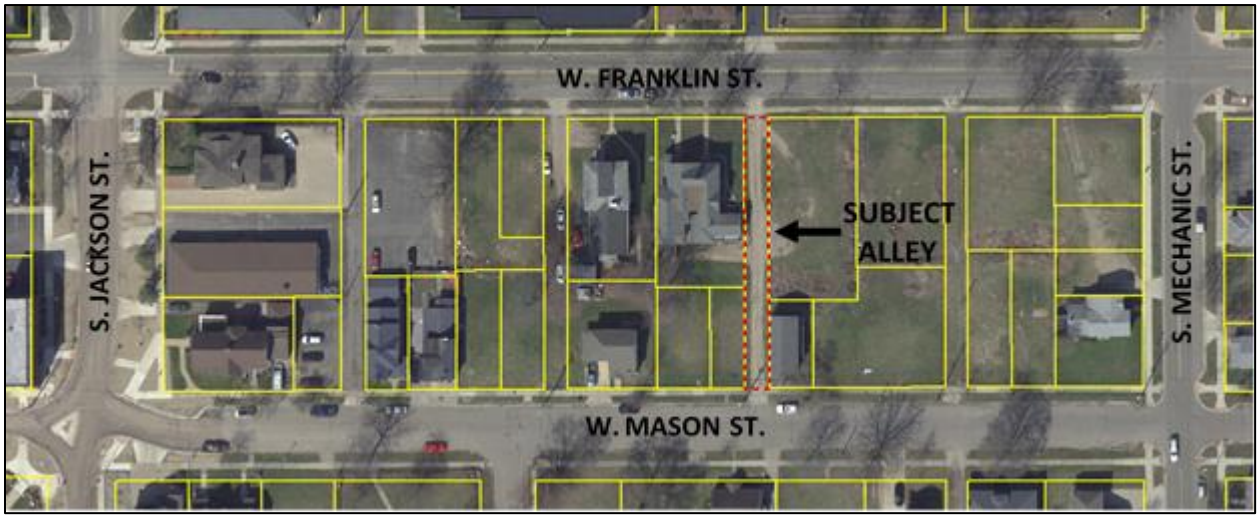
SUBJECT: Petition for Alley Vacation

The City Clerk's Office received a petition from David Behnke to vacate a public alley that runs perpendicular to/between W. Franklin Street and W. Mason Street.

The unimproved subject public alley, located between 115 W. Franklin Street and 117 W. Franklin Street, and 114 W. Mason Street and 116 W. Mason Street, is eighteen (18) feet wide. If vacated, the petitioner's intent is to construct a single-family home on the vacant 115 W. Franklin Street lot for Habitat for Humanity.

Recommendation:

Staff finds no conflict with the zoning ordinance or the Master Plan and recommends ***conditional approval*** upon review of the City of Jackson Engineering Department.



RECEIVED
CITY OF JACKSON
MAY 13 2022
CLERK'S OFFICE
By _____

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16.5 FOOT WIDE, 198 FOOT LONG NORTH/SOUTH ALLEY LYING EAST OF LOT 3 AND WEST OF LOT 4, LYING SOUTH OF FRANKLIN STREET AND NORTH OF MASON STREET IN BLOCK 5 SOUTH, RANGE 1 EAST OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG. **CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN**

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
CHARLES A STINSON 114 W MASON ST JACKSON, MI 49203	W 1/4 OF S 4 RDS OF LOT 4 B5S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG 4-012500000, 114 W MASON ST	66.00
JOANNA STINSON 114 W MASON ST JACKSON, MI 49203	W 1/4 OF S 4 RDS OF LOT 4 B5S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG 4-012500000, 114 W MASON ST	66.00
	Joanna Stinson	5/12/22

*Needed for street vacations only.

Petition Circulated By:

Name: DAVID BEHNKE

Address: 251 W. PROSPECT

City, State, Zip: JACKSON MI.

Date: 5-12-22

Signature _____

Phone: 517-206-9200

RECEIVED
CITY OF JACKSON
MAY 13 2022
CLERK'S OFFICE
By _____

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16.5 FOOT WIDE, 198 FOOT LONG NORTH/SOUTH ALLEY LYING EAST OF LOT 3 AND WEST OF LOT 4, LYING SOUTH OF FRANKLIN STREET AND NORTH OF MASON STREET IN BLOCK 5 SOUTH, RANGE 1 EAST OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG. **CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN**

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
JECS PROPERTIES LLC P O BOX 1655 JACKSON, MI 49204	E 66 FT OF N 128 FT OF LOT 3 B5S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG 4-0118.1000, 117 W FRANKLIN ST	128.00

*Needed for street vacations only.

Petition Circulated By:

Name: David A Behnke X Date: 4/21/22

Address: 251 W. Prospect X Signature: [signature]

City, State, Zip: Jackson MI X Phone: (517) 795-0425

RECEIVED
CITY OF JACKSON
MAY 13 2022
CLERK'S OFFICE
By _____

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16.5 FOOT WIDE, 198 FOOT LONG NORTH/SOUTH ALLEY LYING EAST OF LOT 3 AND WEST OF LOT 4, LYING SOUTH OF FRANKLIN STREET AND NORTH OF MASON STREET IN BLOCK 5 SOUTH, RANGE 1 EAST OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG. **CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN**

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
GREATER JACKSON HABITAT FOR HUMANITY 251 W PROSPECT ST JACKSON, MI 49203	W 1/2 OF LOT 4 EX S 4 RDS B5S R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG 4-012300000, 115 W FRANKLIN ST	132.00

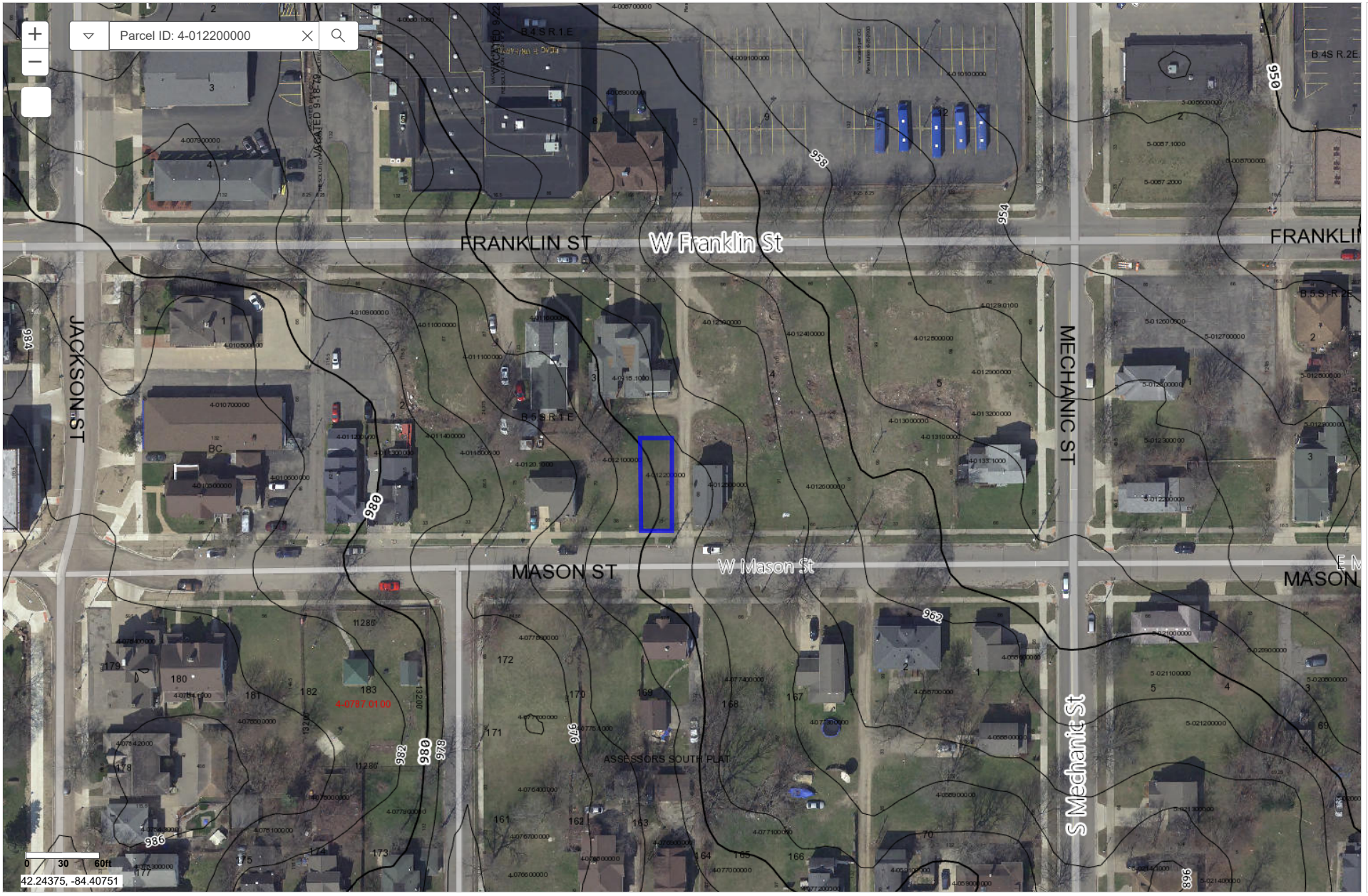
*Needed for street vacations only.

Petition Circulated By:

Name: Wendy Clow, ED
Address: DAVID BEHNICK
City, State, Zip: 251 W. PROSPECT JACKSON MI

Date: 5/13/22
Signature: W Clow
Phone: 517-784-6620

JACKSON COUNTY, MI
PARCEL VIEWER



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, City Clerk

DATE: October 11, 2022

SUBJECT: Approval of Resolution to Vacate an Alley

Recommendation:

On September 13, 2022 Council received a petition to vacate an alley that runs between Franklin Street and Mason Street and referred it to staff.

The petition was reviewed by the City Attorney's Office and then forwarded to the City Planning Commission.

The City of Jackson Planning Commission considered the matter and a motion to recommend approval of the request was passed.

Attached is a resolution approving the vacation request.

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

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, a petition has been filed by all of the persons, firms, corporations, and entities owning property abutting on or located in, under or over an alley in the City of Jackson, Michigan, for the vacation of said street, more particularly described as:

A 16.5 FT WIDE, 198 FOOT LONG NORTH/SOUTH ALLEY LYING EAST OF LOT 3 AND WEST OF LOT 4, LYING SOUTH OF FRANKLIN STREET AND NORTH OF MASON STREET IN BLOCK 5 SOUTH, RANGE 1 EAST OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN

WHEREAS, it is determined that all persons, firms, corporations, and entities who will be affected by said vacation have filed with the City Council their written consent to the same, and that it is necessary for the health, welfare, comfort, and safety of the people of the City to vacate and discontinue such street;

NOW, THEREFORE, BE IT RESOLVED that the above-described alley be, and the same is hereby vacated, and the land shall revert to the abutting property free from any claim or right on the part of the public and, except as otherwise provided herein, all public claims and rights in and to said street are hereby forever barred.

BE IT FURTHER RESOLVED that the vacation of the above-described alley is upon the condition that title to all water, sewer, gas, electric, and communication poles, wires, conduits, cables, pipes, lines, and their respective appurtenances and facilities now or hereafter in, under or over said street are reserved to and shall remain in the respective owners thereof and their successors or assigns, together with an easement and continued right to occupy said alley within the previous right-of-way thereof for public utility purposes, with present and additional facilities, and to operate, repair, maintain, replace or remove the same to the same effect and in the same manner as if said alleys remained a public way.

BE IT FURTHER RESOLVED that the vacation of the above-described alley is upon the condition that an Emergency Access Easement be given by the abutting property owners to the City of Jackson to provide ingress and egress, without limitation, for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants, and invitees thereof.

BE IT FURTHER RESOLVED that any abutting property owner, and their respective successors, heirs or assigns who wish to erect any structure on, or cause construction to, or otherwise modify or improve the now vacated right-of-way, shall first obtain the written permission of any utility owner who retains a right of occupancy and easement in said vacated right-of-way. Said written permission is required to ensure noninterference with the utility owner's easement and right of occupancy.

* * * * *

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 11th day of October, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of October, 2022.

_____

Andrea Muray, City Clerk

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: October 06, 2022

SUBJECT: Zoning Map Amendment (Rezone) – 508 Third Street (Parcel # 3-0240)

At the regularly scheduled October 5, 2022 meeting, the Planning Commission held a public hearing for the proposed rezone 508 Third Street (Parcel # 3-0240) from R-2, One and Two Family Residential to R-3, Multiple Family Residential.

The applicant requested a zoning reclassification of a vacant 0.13 acre lot, addressed as 508 Third Street; the applicant owns the adjoining fourteen (14) unit apartment structure, 504 Third Street, north of the subject property and currently zoned R-3, Multiple Family Residential.

In August 2022, the applicant purchased the vacant 508 Third Street from the previous owner install additional off-street parking, a play area, and open space for the tenants. Currently, there are six (6) designated off-street parking spaces, most tenant's use on-street parking. If the properties are to be combined, to eliminate dual zoning for a single parcel, staff made recommendation to the owner to submit an application for rezone.

Commissioner Schlecte motioned to recommend approval to City Council to rezone 508 Third Street (Parcel # 3-0240) from R-2, One and Two Family Residential to R-3, Multiple Family Residential. Motion supported by Commissioner Mauldin.

The motion passed 4-0 on a roll call vote (Mahoney-Y, Schlecte-Y, Mauldin-Y, Wood-Y).

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 AUG 18 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: Perennial Properties LLC
Address: 4038 Seaway Dr.
City: Lansing State: MI Zip: 48911
Phone: (517) 927-0426
Email: perennialpropertiesmi@gmail.com

PROPERTY OWNER [X] *Same as applicant*

Name:
Address:
City: State: Zip:
Phone: (
Email:

PROPERTY SUBJECT TO REZONING REQUEST

Property Identification #: 3-024000000
Address: 508 Third St.
City: Jackson State: MI Zip: 49203
Nearest Intersection: Franklin and Third

ADJACENT PROPERTY ZONING AND USE

NORTH – R3 Zoning APARTMENT Use
SOUTH – R2 Zoning Vacant Use
EAST – R2 Zoning Residential Use
WEST – R2 Zoning Residential 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: Perennial Properties recently purchased 504 Third St. on May 12th. It is a 14 unit apartment buliding with only 6 parking spaces. The remainder of the tenants park in the street. Perennial Properties would like to acquire 508 Third which is now a vacant lot to provide additional parking and communal area for the tenants of 504 Third.

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.

Johnni Cagle — Signature of Applicant
8/17/22 — Date
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: PRZ22-0004 Application Accepted By: CA/SFoster
Materials Submitted with Application: ☐Plans ☐Other
Total Pages Submitted: Amount of Fee Paid: $ 500 ☐Cash ☐Check Check #:

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

September 28, 2022

Map Amendment Review (Rezone)
508 Third Street
City of Jackson, Michigan

GENERAL INFORMATION

Applicant: Perennial Properties, LLC
4038 Seaway Dr.
Lansing, MI 48911

Subject Location: 508 Third Street (Parcel # 3-0240)

Received Date: August 18, 2022

Current Zoning: R-2, One and Two Family Residential

Proposed Zoning: R-3, Multiple Family Residential

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.

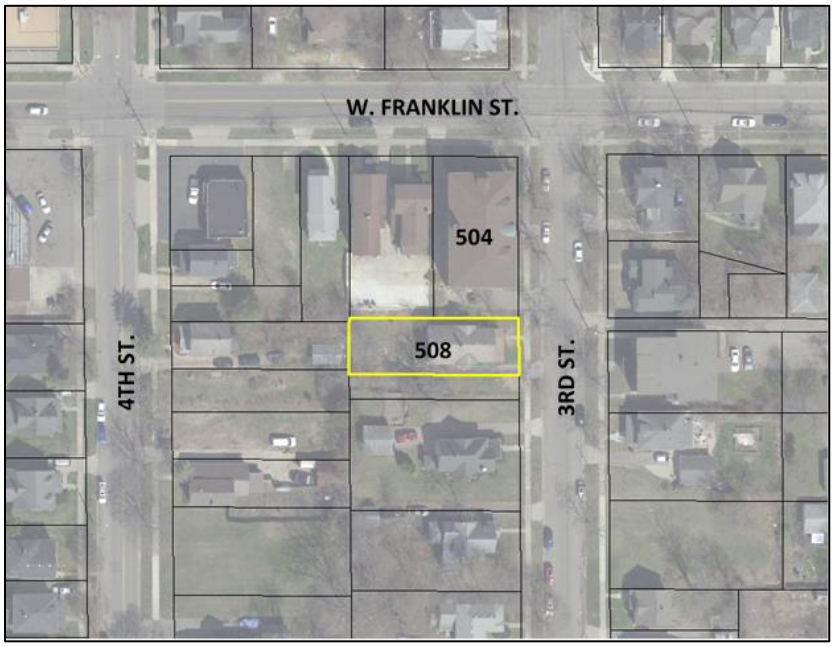
SITE/PROPERTY DESCRIPTION

The applicant is requesting zoning reclassification of a vacant 0.13 acre lot, addressed as 508 Third Street; the structure shown on the aerial photo was demolished in the summer of 2022. The applicant also owns the adjoining fourteen (14) unit apartment structure, 504 Third Street, north of the subject property.

In August 2022, the applicant purchased the vacant subject property for the intent of combining the properties and providing off-street parking for the tenants. Currently, there are six (6) designated off-street parking spaces, most tenant's use on-street parking.

To eliminate dual zoning for a single parcel, staff recommend the recommendation to the owner to submit an application for rezone. The current zoning classification of the subject address is R-2, One and Two Family Residential; the proposed zoning reclassification is R-3, Multiple Family Residential.

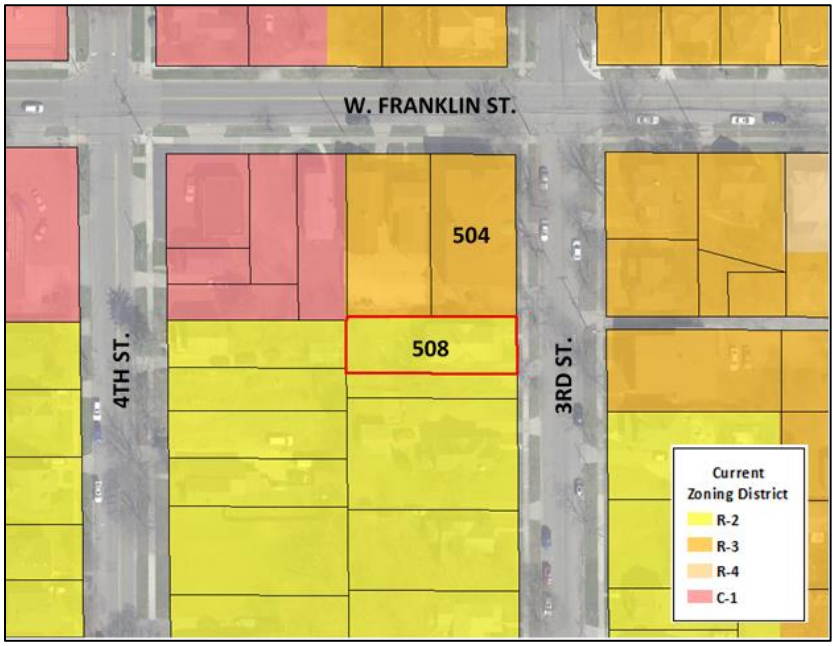
All uses, listed by the applicant or otherwise, are subject to review and approval by the City of Jackson. The process of rezoning does not grant any specific use; all new use is subject to the appropriate review process of the City of Jackson and will require a separate application.



NEIGHBORING ZONING AND LAND USE

The table below identifies the surrounding zoning designations and current land uses.

	North	South	East	West
Current Zoning	R-3, Multiple Family Residential	R-2, One and Two Family Residential	R-3, Multiple Family Residential	R-2, One and Two Family Residential
Current Land Use	Multiple Family Residential	Vacant/ Single Family Residential	Commercial	Multiple Family 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 and Office".

The "Residential" land use is described as:

> Surrounding the city's downtown core are several areas that have a more dense and active character than those which consist purely of detached residential dwellings, but which have no significant concentrations of commercial or industrial uses. These medium (scalable) residential neighborhoods provide a variety of housing types including apartments, townhouses, and conversions of single-family dwellings into multiple units based on a form-based approach to create unique and flexible residential living. This category is designed to protect and promote a more intensive residential character than the single family neighborhoods, within a walkable environment. It also offers professional office areas adjacent to the downtown and along select corridors where properties formerly used as residential homes are converted for small offices. Other select uses such as bed and breakfasts should be conditionally permitted.

The proposed zoning classification is consistent with the 2016 Master Plan.

DEVELOPMENT POTENTIAL

Suggested uses in the "Residential and Office" designation include residential, office, institutional, and parks.

The Planning Commission should consider all permitted and conditional uses in the R-3, Multiple Family Residential zoning district. The following is a list of those uses:

- Churches, synagogues, temples and associated buildings, but not including elementary or secondary school buildings
- 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
- Dwelling:
  - 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
- Home occupations, provided all the conditions in the supplemental regulations are met
- Library, public
- Registered primary caregiver in accordance with MMMA and Chapter 16.
- Museum, public
- Park and/or playground, public
- Parking lots and/or structures either public or privately owned or operated, subject to provisions of sections 28-100 and 28-145(d)(12)

- Planned unit residential development (see supplemental regulations)
- Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses
- Rooming house, boarding house
- Schools (elementary, secondary and college levels for academic instruction)
- Any residential accessory use or structure clearly incidental and customary to the operation of the uses by right (such as a garage) when located on the same property
- Legal nonconformities

ESSENTIAL FACILITIES AND SERVICES

The subject property are currently served, or have access to, essential city facilities and services.

TRAFFIC IMPACT AND SITE ACCESS

There will be no impact or change to the current traffic volume; installation of a designated off-street parking area will reduce the amount of current on-street parking in the immediate area.

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 508 Third Street (Parcel # 3-0240) from R-2, One and Two Family Residential; the proposed zoning reclassification is R-3, Multiple Family Residential.

- Once combined with 504 Third Street, proposed zoning designation of 508 Third Street will eliminate dual zoning of single lot;
- The proposed zoning designation is consistent with the 2016 Master Plan;
- There will be no impact or change to the current traffic volume; and
- Installation of a designated area will bring the 508 Third Street closer into compliance with current zoning ordinance standards.

We believe recommending approval to City Council for the zoning map amendment request is appropriate.

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 request for zoning classification changes to the properties listed below and pursuant to Section 28-183 of the City of Jackson Zoning Ordinance.

Applicant:

Perennial Properties, LLC
4038 Seaway Dr.
Lansing, MI 48911

Subject property location:

508 Third Street (Parcel # 3-0240)

Requested actions:

The applicant is requesting the zoning classification of 508 Third Street be rezoned to R-3, Multiple Family Residential from R-2, One and Two Family Residential.

Effect of request:

The change of zoning classification for the subject properties will allow the applicant to combine the subject parcel with an adjacent parcel and install additional private parking for tenants.

YOU ARE FURTHER NOTIFIED that the City of Jackson will hear all oral and written objections and comments regarding the proposed zoning classification changes and requests at:

6:00PM on October 5, 2022 in
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 517-788-6433 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 12:00PM on October 5, 2022.

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: October 11, 2022

SUBJECT: **Approve the Contract Award for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street, to Concord Excavating, of Concord, Michigan.**

Recommendation:

Approval of an award for the contract for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street from Michigan Avenue to Burr Street to Concord Excavating, of Concord, Michigan at a cost of $1,260,987.65, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report Jon Dowling, City Engineer requesting approval of the contract award above.

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

JD/sms

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, Interim City Manager

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

DATE: October 11, 2022

RECOMMENDATION: **Approval of an award for the contract for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street from Michigan Avenue to Burr Street to Concord Excavating, of Concord, Michigan at a cost of $1,260,987.65, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

SUMMARY

On September 6, 2022, bids were opened in the Purchasing Department for the 2022 CDBG Street Reconstruction with Water and Sewer Main Replacement project on Perrine Street from Michigan Avenue to Burr Street.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $1,251,732.77. Bids were as follows:

Company	Bid
Concord Excavating, Inc., Concord, MI	$1,260,987.65
Bailey Excavating, Inc., Jackson, MI	$1,417,084.23
Dunigan Brothers, Inc., Jackson, MI	$1,615,815.30
Hoffman Brothers, Inc., Battle Creek, MI	$1,869,175.37

This project will be paid out of Local Street, Sanitary Sewer, Water and CDBG Funds and Street Assessments.

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
Concord Excavating	25	23	23	13	8	92
Bailey Excavating	21.91	25	25	15	10	96.91
Dunigan Brothers	17.97	25	25	15	10	92.97
Hoffman Brothers	12.94	25	25	15	10	87.94

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Perrine Street from Michigan to Pearl was originally constructed in 1929. This stretch of Perrine Street was last resurfaced in 1979 and was crack sealed in 1998. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 2. The water main is 6 inch cast iron installed in 1926.

Engineering records show that Perrine Street from Pearl to Homewild was reconstructed in 1959. Perrine Street from Homewild to Burr was reconstructed in 1978. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 2. The water main is 4 inch cast iron installed in 1919.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the full depth of the pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. The antiquated water main will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for the 2022 CDBG Street Reconstruction project be awarded to Concord Excavating, of Concord, Michigan, at a cost of $1,260,987.65. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

JHD/sms

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bailey Excavating, Inc.

1073 Toro Dr.

Jackson, MI 49201

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: ENG 22-09 Perrine Street Reconstruction - Utilities, concrete, pavement, restoration
(Name, location or address, and Project number, if any)

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 (I) 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 6th day of September , 2022

Rhonda M. Denny
(Witness)

Caleb Murley
(Witness) Caleb Murley

Bailey Excavating, Inc.
(Principal) Rhonda L. Blair *(Seal)*

(Title)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) James N. Slear *, Attorney-in-Fact*

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061110

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 **James N. Slear** of **LANSING**, **Michigan**, their true and lawful Attorney(s)-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 **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **6th** day of **September**, **2022**.

_____
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: September 6, 2022

In compliance with your invitation for bids dated **August 3, 2022** to perform **ENG**

22-09 PERRINE STREET RECONSTRUCTION

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 Bailey Excavating, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 1073 Toro Drive-Jackson, MI 49201
   (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# 38-2009278

(Corporate Seal, if applicable)

Name of Bidder: Bailey Excavating, Inc.

Signed By: _____

Its: V.P./Project Manager/Estimator

BID SHEET

DATE:

PROPOSAL FOR: ENG 22-09 PERRINE STREET RECONSTRUCTION

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.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	75,000	75,000
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	4.00	1,150	4,600
003	2030011	Dr Structure, Rem	Ea	11.00	675	7,425

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2030015	Sewer, Rem, Less than 24 inch	Ft	20.00	27.55	551
005	2037001	Gas Main, Rem	Ft	20.00	100	2,000
006	2040020	Curb and Gutter, Rem	Ft	312.00	8.5	2,652
007	2040045	Masonry and Conc Structure, Rem	Cyd	20.00	50	1,000
008	2040055	Sidewalk, Rem	Syd	501.00	9.5	4,759.5
009	2040080	Exploratory Investigation, Vertical	Ft	20.00	75	1,500
010	2047001	Pavt Sawcut	Ft	489.00	3.75	1,833.75
011	2047011	Driveway Rem	Syd	301.00	11.21	3,374.21
012	2047011	HMA Surface, Rem, Modified	Syd	3,901.00	6.23	24,303.23
013	2047011	Pavt, Rem, Modified	Syd	2,202.00	12.45	27,414.9
014	2047021	Track Base, Rem	Cyd	25.00	50	1,250
015	2050018	Excavation, Rock	Cyd	20.00	125	2,500
016	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	75	1,500
017	2050148	Flowable Fill, Non-Structural	Cyd	10.00	185	1,850
018	2057002	Roadway Grading, Special	Sta	14.00	2,992	41,888
019	2057011	Subgrade Undercutting, 1 x 3	Syd	100.00	50	5,000
020	2057021	Geogrid	Cyd	150.00	3.5	525
021	2080016	Erosion Control, Gravel Access Approach	Ea	8.00	500	4,000

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
022	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	19.00	125	2,375
023	2080036	Erosion Control, Silt Fence	Ft	100.00	3.25	325
024	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	15.00	75	1,125
025	2090001	Project Cleanup	LSUM	1.00	7,500	7,500
026	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	6,103.00	11.64	71,038.92
027	3060020	Maintenance Gravel	Ton	50.00	15	750
028	4021204	Sewer Tap, 12 inch	Ea	2.00	595	1,190
029	4021260	Trench Undercut and Backfill	Cyd	20.00	25	500
030	4027001	Sanitary Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	Ft	8.00	225	1,800
031	4027001	Sanitary Sewer Backfill, Class II	Ft	1,324.00	84.26	111,560.24
032	4027001	Sanitary Sewer, SDR 26 PVC, 12 inch	Ft	1,324.00	76.71	101,564.04
033	4027001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	131.00	91.2	11,947.2
034	4027001	Sewer Backfill, Class II	Ft	378.00	30.09	11,374.02
035	4027001	Sewer, Cl E, 12 inch	Ft	378.00	51.31	19,395.18
036	4027001	Sewer, DI, 8 inch	Ft	20.00	83.82	1,676.4
037	4027050	Catch Basin Coating	Ea	3.00	1,776	5,328
038	4027050	Sanitary Manhole, 48 inch dia	Ea	8.00	3,421	27,368
039	4027050	Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye	Ea	12.00	2,052	24,624

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
040	4027050	Sewer Bulkhead, 12 inch	Ea	3.00	525	1,575
041	4030280	Dr Structure, Adj, Add Depth	Ft	2.00	275	550
042	4030312	Dr Structure, Tap, 12 inch	Ea	2.00	995	1,990
043	4037050	Catch Basin Cover, Curb	Ea	3.00	825	2,475
044	4037050	Catch Basin, 24 inch dia	Ea	1.00	1,865	1,865
045	4037050	Catch Basin, 48 inch dia	Ea	3.00	2,130	6,390
046	4037050	Mh Cover, Std	Ea	33.00	625	20,625
047	4037050	Storm Manhole, 48 inch Dia	Ea	6.00	2,510	15,060
048	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	33.00	775	25,575
049	4037050	Utility Structure, Temp Lowering, Modified	Ea	33.00	425	14,025
050	5010025	Hand Patching	Ton	25.00	250	6,250
051	5010033	HMA, 13A	Ton	1,410.00	128.39	181,029.9
052	6030005	Cement	Ton	2.00	110	220
053	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	84.00	46.2	3,880.8
054	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	10.00	220	2,200
055	8020038	Curb and Gutter, Conc, Det F4	Ft	710.00	27.5	19,525
056	8030010	Detectable Warning Surface	Ft	203.00	39.6	8,038.8
057	8030030	Curb Ramp Opening, Conc	Ft	207.00	28.6	5,920.2

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
058	8030044	Sidewalk, Conc, 4 inch	Sft	4,202.00	4.18	17,564.36
059	8030046	Sidewalk, Conc, 6 inch	Sft	370.00	4.4	1,628
060	8032002	Curb Ramp, Conc, 6 inch	Sft	2,905.00	6.6	19,173
061	8100371	Post, Steel, 3 lb	Ft	45.00	11.83	532.35
062	8100402	Sign, Type III, Erect, Salv	Ea	3.00	44	132
063	8100403	Sign, Type III, Rem	Ea	3.00	33	99
064	8100405	Sign, Type IIIB	Sft	30.00	22.83	684.9
065	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	34.00	51.2	1,740.8
066	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	12.00	126.34	1,516.08
067	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	27.00	100.75	2,720.25
068	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	27.00	6.71	181.17
069	8120026	Pedestrian Type II Barricade, Temp	Ea	18.00	73.81	1,328.58
070	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	114.00	24.16	2,754.24
071	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	114.00	1.34	152.76
072	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	671	1,342
073	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	33.55	67.1
074	8120170	Minor Traf Devices	LSUM	1.00	10,000	10,000
075	8120252	Plastic Drum, Fluorescent, Furn	Ea	56.00	34.89	1,953.84

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
076	8120253	Plastic Drum, Fluorescent, Oper	Ea	56.00	1.34	75.04
077	8120310	Sign Cover	Ea	6.00	33	198
078	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	888.00	4.95	4,395.6
079	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	888.00	0.07	62.16
080	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	60.00	5.06	303.6
081	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	60.00	0.07	4.2
082	8120370	Traf Regulator Control	LSUM	1.00	750	750
083	8150001	Site Preparation, Max $2,500.00	LSUM	1.00	2,500	2,500
084	8150002	Watering and Cultivating, First Season, Min $1,200.00	LSUM	1.00	1,350	1,350
085	8150003	Watering and Cultivating, 2nd Season, Min $1,200.00	LSUM	1.00	1,350	1,350
086	8157011	Shredded Mulch	Syd	84.00	16.46	1,382.64
087	8157050	Acer rubrum 'Bowhall', 2-1/2 inch	Ea	3.00	962.24	2,886.72
088	8157050	Gledistia triacanthos inermis 'Skyline', 2-1/2 inch	Ea	3.00	852.24	2,556.72
089	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	3.00	852.24	2,556.72
090	8167011	Turf Establishment, Performance	Syd	519.00	4.34	2,252.46
091	8237001	Hydrant Extension	Ft	4.00	575	2,300
092	8237001	Water Main Backfill, Class II	Ft	1,778.00	36.11	64,203.58
093	8237001	Water Main, 6 inch	Ft	36.00	156.3	5,626.8

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
094	8237001	Water Main, 8 inch	Ft	1,742.00	86.65	150,944.3
095	8237001	Water Service Pipe, Cu, 1 inch	Ft	380.00	37.52	14,257.6
096	8237050	Bond Restoration	Ea	12.00	395	4,740
097	8237050	Electrical Permit Acquisition and Compliance	Ea	12.00	225	2,700
098	8237050	Gate Box, Adj, Case 1, Modified	Ea	12.00	510	6,120
099	8237050	Gate Valve, 6 inch, Modified	Ea	1.00	2,274	2,274
100	8237050	Gate Valve, 8 inch, Modified	Ea	14.00	2,610	36,540
101	8237050	Hydrant Assembly	Ea	4.00	5,740	22,960
102	8237050	Hydrant, Rem, Modified	Ea	4.00	595	2,380
103	8237050	Plumbing Permit Acquisition and Compliance	Ea	12.00	300	3,600
104	8237050	Sewer Lateral Repair	Ea	3.00	325	975
105	8237050	Tapping Sleeve, 10 inch x 8 inch	Ea	1.00	3,258.77	3,258.77
106	8237050	Tapping Valve and Box, 8 inch	Ea	1.00	3,686.6	3,686.6
107	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	12.00	50	600
108	8237050	Water Main, 4 inch, Cut and Plug, Modified	Ea	4.00	925	3,700
109	8237050	Water Main, 6 inch, Cut and Plug, Modified	Ea	2.00	1,075	2,150
110	8237050	Water Main, Connect New 8 inch to Existing 4 inch	Ea	3.00	3,650	10,950
111	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	4.00	4,200	16,800

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
112	8237050	Water Main, Connnect New 6 inch to Existing 6 inch	Ea	1.00	4,095	4,095
113	8237050	Water Meter	Ea	12.00	125	1,500
114	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	12.00	125	1,500
115	8237050	Water Serv, 1 inch	Ea	6.00	1,790	10,740
116	8237050	Water Serv, Long, 1 inch	Ea	5.00	2,356	11,780
117	8237050	Water Serv, Long, 2 inch	Ea	1.00	3,321	3,321
118	8237050	Water Service Pipe, Abandon, Two-inch Diameter or Less	Ea	12.00	175	2,100
119	8267030	Water Main Fittings, DI	Lb	500.00	3.05	1,525
				TOTAL	1,417,084.23	
TOTAL BID WRITTEN OUT:			One Million Four Hundred Seventeen Thousand Eighty Four Dollars Twenty Three			

Submitted Bid:	$1,417,084.23
Labor Costs:	$382,612.74
Materials Costs:	$368,441.90
Equipment Costs:	$354,271.05
Possible Change Orders:	No fore seen change orders at this time *Cost Breakdown does not include Subcontractors

CONTRACT COMPLIANCE

DATE: August 3, 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

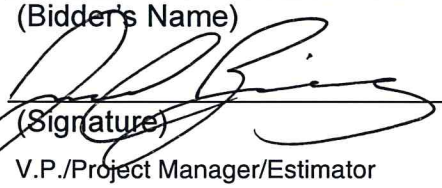
Jacob W. Bailey certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Jacob W. Bailey 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: September 6, 2022

By: Jacob W. Bailey
(Bidder's Name)

By: 
(Signature)

By: V.P./Project Manager/Estimator
(Title)

1073 Toro Drive
Address

Jackson
City

Michigan 49201
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:

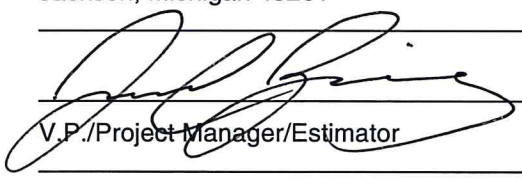
(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(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: Bailey Excavating, Inc.

ADDRESS: 1073 Toro Drive
Jackson, Michigan 49201

SIGNED BY: 

TITLE: V.P./Project Manager/Estimator

DATE: 9/6/2022

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: September 6, 2022

By: Bailey Excavating, Inc.-Jacob W. Bailey
(Bidder's Name)

By: _____
(Signature)

By: V.P./Project Manager/Estimator
(Title)

1073 Toro Drive
Address

Jackson
City

Michigan 49201
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Jacob W. Bailey, being first duly sworn, deposed and says that:

1. He is VP/Project Manager/Estimat of, BAILEY EXCAVATING, 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: September 6, 2022 By: Bailey Exc.
(Company)

By: V.P./Project Manager/Estimator
(Title)

Subscribed and sworn to before me, a Notary Public, this 6th day of September, 2022.

Rhonda L. Blair

Notary Public, Jackson County,
My commission expires: March 1, 2026

RHONDA L BLAIR
Notary Public-State of Michigan
County of Jackson
My Commission Expires March 1, 2026
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.

T&D Concrete Minority

Concrete Work

PK Contracting

Pavement Marking

Brother's Outdoor World

Landscape

Spartan Barricade

Traffic

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Jacob W. Bailey an authorized representative of Bailey Excavating, 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 September 6, 2022



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Jacob W. Bailey	Company Bailey Excavating, Inc.
Telephone 517-750-3030	Email Address jacobbailey@bailey-excavating.com

Contract or matter pending with the City:

_____

_____

I, Jacob W. Bailey, 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

---

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.

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:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 6th day of September, 2022,
By Jacob W. Bailey.

SPECIAL PROVISIONS
Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2. *Section 3.* For all contracts and/or subcontracts over $100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:

   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the

work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

In the event the City of Jackson determines the work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.

The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).

5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).

6. *Davis-Bacon Act.* For all contracts in excess of $2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).

7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of $2,000 (and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).

8. *Reporting*. The Contractor agrees to prepare and submit all reports required by HUD.

9. *Copyright/Patents*. If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United states or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.

11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.

12. *Air and Water.* Contracts and subcontracts in excess of $100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency.* Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: September 6, 2022



Contractor Signature

Jacob W. Bailey

Printed Name

V.P./Project Manager/Estimator

Title

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:	Bailey Excavating, Inc.
ADDRESS:	1073 Toro Drive
CITY, STATE, ZIP:	Jackson, MI 49201
TELEPHONE:	517-750-3030
OFFICERS:	
President:John W. Bailey	Email Address:jbailey@bailey-excavating.com
Vice President:Mark Magner-Jacob W. Bailey	Email Address:markmagner@bailey-excavating.com
Secretary:Jacob W. Bailey	Email Address:jacobbailey@bailey-excavating.com
Treasurer:Jordan W. Bailey	Email Address:jordanbailey@bailey-excavating.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 49 yrs.	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	-
CITY, STATE, ZIP CODE:	-
UNDER CURRENT MANAGEMENT SINCE (DATE):	1973

CRITERIA 3:

State and local licenses and license numbers held by your organization:

Michigan #800131710
DEQ-Storm Water Management #C-09894
Jackson County Sewage System Installer #344
City of Ann Arbor Sewer Installer #191167

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Operators-JATF #MI015780065
Michigan Laborers-JAC #MI007970001
MDOT OJT
Asbestos Training
Hazmat Training
First Aide 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.

It is confirmed that all subcontractors, employees and other individuals will maintain current applicable licenses required by law.

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.

Bidder is in compliance with all applicable State and Federal Laws.

No.3

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING

LIESL EICHLER CLARK
DIRECTOR

February 19, 2019

Mark E. Magner
1446 Ambs Drive
Jackson, MI 49201

With the recommendation of the Board of Examiners and with the authority granted by the Department of Environmental Quality, you are hereby granted a continuance of your of Storm Water Construction Site Operator Certification. The reason for this action is you either applied for certification renewal or retested as a Storm Water Management Operator.

Your replacement certificate is printed at the bottom of this page. Your certificate number is ***C- 09894***. This certification will remain valid until July 1, 2024. Please retain this certificate on file as your record of certification.

A certified operator who changes his/her address must notify the Operator Training and Certification Unit within 30 days of the change. Please contact Bruce Lack, 517-284-5486 to report address changes.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY

This is to certify that

Mark E. Magner

is qualified under the rules governing certification to operate any facility listed under the classification

STORM WATER MANAGEMENT – CONSTRUCTION SITE

A-1j

CERTIFICATE NO. C- **09894**

EXPIRES JULY 1, 2024

Issued by the Director of the Department of Environmental Quality
Under Authority of Act 451 P.A. 1994, Part 31 as amended

EQC 3450-1 (Rev 1/21/2010)

Filed by Corporations Division Administrator Filing Number: 222532158710 Date: 03/07/2022

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2022 ANNUAL REPORT

for

BAILEY EXCAVATING, INC.

ID Number: 800131710

received by electronic transmission on March 07, 2022 ***, is hereby endorsed.***

Filed on March 07, 2022 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
E PLURIBUS UNUM
TUEBOR
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of March, 2022.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

CITY OF ANN ARBOR

100 North Fifth Avenue
Ann Arbor, Michigan 48107-8647
Phone: (734) 794-6267 Fax: (734) 994-8460

SEWER INSTALLER CONTRACTOR
CONT-191167

ISSUE: 11/15/2019 EXPIRE: 03/31/2023

CONTRACTOR INFORMATION

Bailey Jacob
1073 Toro Dr.
Jackson, MI 49201
(517) 750-3030 FAX: na

Driver's License: B400356887564
Birthdate: 07/17/1992

License #:
Federal ID: na
Liability:
Workers Comp:

The holder of this Certificate may perform work as designated above within the City of Ann Arbor, so long as the Building Code and related ordinances are abided by. Neglect to correct violations within a reasonable time will void this Registration.

Glen Dempsey
Building Official

Jackson County Health Department

Sewage System Installer License

Bailey Excavating

License #344

Valid for Calendar Year

2022

Issued by:
Jackson County Health Department
1715 Lansing Ave, Suite 221
Jackson, Michigan 49202

Approved By:

Don Hayduk, RS, MS, PEM
Environmental Health Director

Date:
December 13, 2021

JV0.2

Certificate of Training

This Certifies That

Mark E. Magner

has completed 8-hours of Asbestos Awareness Training for Class II Asbestos Work Involving Cementitious Asbestos Pipe in accordance with OSHA's Asbestos Standard for Construction 29 CFR 1926.1101

presented by:

SOIL AND MATERIALS ENGINEERS, INC.

sme

April 15, 2004
Course Date

Mark A. Halloway, OHST

CERTIFICATE Of COMPLETION

MISS DIG 811

Mark Magner

is recognized for their successful completion of

MISS DIG 811 Certification

PRESENTED BY: Gwen Knowles

Gwen Knowles, Education and Training Manager

ON THIS DAY: September 7, 2017

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

TYLER A DARNELL

for successful completion of

Hazardous Materials Technician

this certificate is awarded in recognition of course completion meeting the requirements of OSHA 29 CFR, 1910.120 (q)

Date	*Course Hours*	*Location*
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19361
Certificate Number
Hazmat Responder Network

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

JACOB W BAILEY

for successful completion of

Hazardous Materials Technician

this certificate is awarded in recognition of course completion meeting the requirements of OSHA 29 CFR, 1910.120 (q)

Date	*Course Hours*	*Location*
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19362
Certificate Number
Hazmat Responder Network

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

CHAD D WRIGHT

for successful completion of

Hazardous Materials Technician

this certificate is awarded in recognition of course completion meeting the requirements of OSHA 29 CFR, 1910.120 (q)

Date	*Course Hours*	*Location*
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19359
Certificate Number
Hazmat Responder Network

CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Jacob Bailey

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
4/30/23 — Expiration Date

248-926-8660 — Training Center Phone No.
QUA 483 — Training Center I.D.

This card certifies the above named individual has successfully completed the required objectives and hands-on skill evaluations to the satisfaction of a currently authorized MEDIC First Aid Instructor. This program conforms to the *2015 AHA Guidelines Update for CPR and ECC* and the *2015 AHA and ARC Guidelines Update for First Aid*. Expiration date may not exceed two years from month of class completion.

CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Jordan Bailey

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

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4/30/23 — Expiration Date

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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Steve Bliss

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Fred Carpenter II

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Kegan Cochrane

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Mike CRABTREE

has successfully completed and competently performed the required knowledge and skill objectives for this program.

2015 GUIDELINES | HSI Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Mike Havens

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

MARK IRVING

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
4/30/23 — Expiration Date

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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Joseph Kumpf

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Mark Magnus

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Raymond Pankhurst

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

CHAD WRIGHT

has successfully completed and competently performed the required knowledge and skill objectives for this program.

G2015 GUIDELINES | hsi Health & Safety Institute | MEDIC First Aid

Dean Fuerst
Authorized Instructor (Print Name)

1014719
Registry No.

4/30/21 — Class Completion Date
4/30/23 — Expiration Date

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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

See Attached-Dismissed from complaint

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

See Attached

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

November 23, 2020

Bailey Excavating, Inc.
1073 Toro Dr
Jackson MI 49201-1095

00777
(517) 750-3030

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of $12,218,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until September 30, 2022.

12218	Ea	Grading, Drainage Structures & Agg. Cons
200	G	Building Moving And Demolition
200	I	Sodding And Seeding/Turf Establishment
3000	J	Concrete C, C&G, Driveways, Sidewalks
12218	K	Sewers and Watermains
12218	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

Contractor's Performance Evaluation

Michigan Department of Transportation

12/11/2019 10:05 AM
FieldManager 5.3c

Contract: 38000-130214, Hot mix asphalt cold milling and resurfacing, drainage, sign

Report Period	CPE Number	Contractor	
8/7/2018 - 11/4/2019	8	Bailey Excavating, Inc.	
CPE Date	**Report Type**	**Contractor Type**	**Subcontract Amount**
12/11/2019	Final	Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**
082307		06022	
Location		**Work Type**	
4th Street from Audubon Boulevard to Horton Road.			
Evaluator	**Current Contract Amount**	**Managing Office**	
JPN, Jim P Neill (MSG)	$1,324,789.54	The Mannik & Smith Group, Inc.	
Entered By		**Revised By**	**Revision Date** / **Rev. No.**
CEB, Carrie E Baker			
County(s)			
06			
Project(s)			
130214A, Hot mix asphalt cold milling and resurfacing, drainage, sign			
Comments			

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	10	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	9	
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	10	
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	10	
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	10	
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	10	
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	9	
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	10	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	N/A	
11. To what degree does the Contractor provide a quality product?	9	
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	10	

Contractor's Performance Evaluation

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	10	

Jim Neill Digitally signed by Jim Neill
Date: 2019.12.13 09:30:14 -05'00'

Evaluator (Date)

Steven L. Bouws Digitally signed by Steven L. Bouws
Date: 2019.12.23 14:40:55 -05'00'

Construction/Project Engineer (Date)

Kelby Wallace PE Kelby Wallace
Feb 18 2020 8:15 AM

TSC Manager: Kelby Wallace - Jackson TSC (Date)

No. 7

MOURER FOSTER
Bonds & Insurance

October 5, 2021

Bailey Excavating, Inc.
P.O. Box 660
Jackson, MI 49204

RE: Bonding Capacity

To Whom It May Concern:

This will advise that Travelers Casualty and Surety Company of America serves as Surety for Bailey Excavating, Inc. Travelers Casualty and Surety Company of America stands ready to tender surety credit to Bailey Excavating, Inc., in regard to all bid, performance and labor and material payment bonds up to $10,000,000 single project/$20,000,000 aggregate work program.

This program is dependent upon the current financial condition of Bailey Excavating, Inc. Should their financial condition change, this commitment will be altered. 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 if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America carries an A.M. Best Rating of A++ (Superior) and has a Financial Size Category of XV ($2 Billion or greater).

If you need additional information, please give me a call.

Sincerely,

Heather Buonodono
Attorney-In-Fact

615 N. Capitol Avenue • Lansing, MI 48933 • Telephone 517-371-2300 • Fax 517-371-7121 • 800-686-2663
www.mourer-foster.com

No. 7

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 **Heather Buonodono** of **LANSING**, **Michigan**, their true and lawful Attorney(s)-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 **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **5th** day of **October**, **2021**.

_____
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

LAW OFFICES
ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK PLC
405 SOUTH JACKSON STREET
POST OFFICE BOX 450
JACKSON, MICHIGAN 49204-0450

WILLIAM M. ABBOTT
KEVIN M. THOMSON
CLYDE W. MAULDIN
KURT J. PARKER
BRENDON R. BEER
STEVEN D. RICK
RICHARD C. LINDSEY, JR.

STEPHANIE S. SCHENKEL
PARALEGAL

TELEPHONE (517) 787-8570
FAX (517) 787-8571

July 19, 2021

Yolanda M. Bennett, Esq.
1201 S. Washington Avenue
P.O. Box 13007
Lansing, MI 48910-1650

Murphy & Spagnuolo, P.C.
Attn: David M. Klevorn, Esq.
2123 University Park Dr., Ste 130
Okemos, Michigan 48864-6903

Land Visions, Inc.
3400 Old Lansing Road
Lansing, MI 48917

Kurt Hatfield, Attorney at Law, PLC
Attn: Kurt Hatfield, Esq.
360 E. Allegan Street, Suite C
Otsego, MI 49087

William D. Tomblin & Associates
Attn: William D. Tomblin, Esq.
P.O. Box 4783
East Lansing, MI 48826

Re: Lansing Board of Water and Light v Land One, LLC, et al.
Case No. 21-0135-GC

Dear All:

As a follow up to our email of July 19, 2021, enclosed please find the Order Granting Motion for Summary Disposition as to Bailey Excavating, Inc. and Proof of Service with regard to the above referenced matter.

If you have any questions, or require any additional information, please contact our office.

Very truly yours,

ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK, PLC

Kurt J. Parker

KJP/ams
Enclosures
Cc: Bailey Excavating, Inc.

STATE OF MICHIGAN
IN THE 55TH DISTRICT COURT FOR THE COUNTY OF INGHAM

LANSING BOARD OF WATER AND LIGHT,
a municipal corporation,
Plaintiff,

v

LAND ONE, LLC, a Michigan limited liability company,
LAND VISIONS, INC., a Michigan corporation,
BAILEY EXCAVATING, INC., a Michigan corporation,
Individually and severally,
Defendants.

Case No. 21-0135-GC

Hon. Donald L. Allen, Jr.

55TH DIST CRT '21 JUN 29 PM 1:04

Yolanda M. Bennett (P69219)
Mark Matus (P36659)
Attorneys for Plaintiff
1201 S. Washington Avenue
P.O. Box 13007
Lansing, Michigan 48910-1650
(517) 702-7056
Yolanda.bennett@lbwl.com

William D. Tomblin (P40540)
William D. Tomblin & Associates
Co-Counsel for Defendant Land One, LLC
P.O. Box 4783
East Lansing, Michigan 48826
(517) 349-8000
wdtomblaw@aol.com

Kurt J. Parker (P38259)
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & RICK, PLC
Attorney for Defendant Bailey Excavating, Inc.
405 S. Jackson Street, P.O. Box 450
Jackson, Michigan 49204-0450
(517) 787-8570
kparker@atbplclaw.com

Kurt Hatfield (P51927)
Kurt Hatfield, Attorney at Law, PLC
Co-Counsel for Defendant Land One, LLC
360 E. Allegan Street, Suite C
Otsego, Michigan 49078
(269) 355-6054
kurthatfield@gmail.com

ORDER GRANTING MOTION FOR SUMMARY DISPOSITION AS TO BAILEY EXCAVATING, INC.

At a session of said Court, held in the Ingham County Courthouse, in the City of Mason, Michigan, on July 12, 2021.

PRESENT: Honorable Donald L. Allen, Jr., District Court Judge

This matter having come before this Honorable Court on Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition; the Court having considered same; oral arguments having been heard by the Court; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition is hereby GRANTED.

IT IS FURTHER ORDERED that this matter shall be and is hereby dismissed as to Bailey Excavating, Inc., with prejudice.

Donald L. Allen Jr.

Hon. Donald L. Allen, Jr.
District Court Judge

Michigan Department of Labor and Economic Opportunity
530 West Allegan Street
P.O. Box 30645
Lansing, MI 48909
Phone: (517) 284-7680 Fax: (517) 284-7685

Inspection Number: 1421569
Inspection Date(s): 08/07/2019 - 08/07/2019
Issuance Date: 10/25/2019
Optional Reporting Number: 19-004/17

Citation and Notification of Penalty

Company Name: Bailey Excavating Inc
Inspection Site: Michigan Avenue, Marshall, MI 49068

Citation 1 Item 1a — Type of Violation: **Serious**

408.40933(4): CS Part 9 Excavation, Trenching and Shoring
An excavation 48 or more inches in depth and occupied by an employee shall be provided with either a ladder extending not less than 3 feet above the top as a means of access or with a ramp meeting the requirements of subrule (5) of this rule. Lateral travel along the wall of a trench to a ladder or other means of egress shall not exceed 25 feet.

A section of extension ladder, which was being used in the excavation by the employer to gain access to and from the excavation, did not extend 3 feet past the point of entry.

Date By Which Violation Must be Abated: Corrected During Inspection
Proposed Penalty: $1,500.00

Citation 1 Item 1b — Type of Violation: **Serious**

408.40941(1): CS Part 9 Excavation, Trenching and Shoring
The side of an excavation more than 5 feet deep shall be sloped as prescribed in table 1, unless supported as prescribed in this part.

Excavation was approximately 7 1/2 feet in depth; soil conditions consisted of loose sand and gravel and was previously excavated materials. North, South and West walls of the excavation were near vertical in slope. The length of the excavation was approximately 30 feet and the width was approximately 7 feet wide at the bottom and 12 feet at the top. Jobsite was located in downtown Marshall, MI.

Date By Which Violation Must be Abated: Corrected During Inspection
Proposed Penalty: $0.00



Authorized Signature

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Michigan Department of Labor and Economic Opportunity
530 West Allegan Street
P.O. Box 30645
Lansing, MI 48909
Phone: (517) 284-7680
Fax: (517) 284-7685

Inspection Number: 1545667
Inspection Date(s): 08/04/2021 - 08/04/2021
Issuance Date: 09/01/2021
Optional Reporting Number: 21-053/11

Citation and Notification of Penalty

Company Name: Bailey Excavating Inc and its successors
Inspection Site: 112 Morrell Street, Jackson, MI 49201

Citation 1 Item 1 — Type of Violation: **Other-than-Serious**

408.42243(1): CS Part 22 Signals, Signs, Tags, and Barricades
A sign as prescribed in this rule shall be attached to the rear of any vehicle that, by design, moves at 25 miles per hour or less on any public, private, or temporary road.

No slow-moving vehicle sign is mounted on the rear of a CAT 938F wheel loader. A worker was exposed while in operation on the traveled way of a low-volume road.

Date By Which Violation Must be Abated: September 10, 2021
Proposed Penalty: $0.00

x Andrew Bailey 9-9-21

Authorized Signature

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:	Barker Weber Insurance Agency
Type of Coverage:	Liability,Work Comp,Pollution,Equipment
Telephone:	517-783-2608

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2022

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	Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Darcie DeHart PHONE (A/C, No, Ext): 517-783-2608 FAX (A/C, No): 517-783-4674 E-MAIL ADDRESS: Darcie@barkerweber.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Automobile Mutual nsurance Company	25135
INSURED	Bailey Excavating, Inc. 1073 Toro Dr. Jackson, MI 49201	INSURER B: Accident Fund Insurance Company	10166
		INSURER C: Environmental Risk Managers	
		INSURER D:	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PBP2728202	06/01/2022	06/01/2023	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y	Y	BAP2424722	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	☑ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 0	Y	Y	PBP2728202	06/01/2022	06/01/2023	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WCV6112694	06/01/2022	06/01/2023	☑ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	Contractors Equipment			PBA2728202	06/01/2022	06/01/2023	Policy Limit - $58,928.81		Deductible $2,500
C	Pollution Liability			G27928602 002	11/25/2021	11/25/2022	Each Occurence		$1,000,000
							Policy Aggregate		$2,000,000

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

Job - ENG 22-13 Miscellaneous Construction

City of Jackson, its Agents, Representatives, Officers, and employees are included as additional insured as respects the above project. Insurance afforded is primary a non-contributory. 30 day cancellation notice of cancel (except for non-pay 10 days) will be given to certificate holder. Waiver of subrogation applies.

CERTIFICATE HOLDER

Fax #: (866) 971-2119

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

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STATE AUTO®
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE ENG22-13 Miscellaneous Construction
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

d Insurance Services Office, Inc., 2012

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Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	Douglas Street Reconstruction 2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE
	ENG 22-01 West Avenue Water Main Replacement ENG 22-13 Miscellaneous Construction

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

d Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section V, 17, The Transfer of Your Rights Of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - SCHEDULED PARTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

1.	**Name:**	City of Jackson
2.	**Address:**	161 W. Michigan Ave Jackson, MI 49201
3.	**Optional Notification:**	30 **days**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. We will mail the designated person or organization in the Schedule above at least 30 days advance notice or the number of days advance notice shown in the Schedule above if we cancel or nonrenew this policy for any reason other than nonpayment of premium, subject to statutorily permitted reasons.

B. We will mail the designated person or organization in the Schedule above at least 10 days advance notice if we cancel this policy for nonpayment of premium; or

C. The person or organization shown in the Schedule above will be mailed confirmation if you cancel this policy for any reason.

In no event will the action or timing of the named insured's election to cancel the terms of this policy serve to extend the policy beyond the expiration date shown in the declarations.

Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

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Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

SCHEDULE

Name of Person or Organization: City of Jackson 161 W. Michigan Ave Jackson, MI 49201

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage as agreed to under a contract with that person or organization in advance of any "accident" or "loss" to which this insurance applies. This waiver applies only to the person or organization shown in the Schedule above.

All other provisions of this policy apply.

This endorsement is a valid part of the policy when the form number is shown on the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

© 1983 National Council on Compensation Insurance.

No. 16

Bailey Excavating, Inc.

1073 TORO DRIVE –JACKSON, MI 49201
PHONE (517) 750-3030

To Whom It May Concern:

Our staffing capabilities and labor sources including subcontracotrs will not be misclassified as independent contractors in violation of any state or federal law.

Rhonda L. Blair 4/14/2022

Rhonda L. Blair/Executive Financial Director **Date**

Bailey Excavating, Inc.

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:

MDOT Testing & Physicals

See Attached

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.

We will pay all craft employees on the project current wage rates and fringe benefits as required under federal, state or local laws.

No. 13

Certificate of
DOT Drug and Alcohol Program Enrollment

BAILEY EXCAVATING INC

The Employer listed above has enrolled in a Drug and Alcohol Testing Program with DOT Compliance Group that meets the requirements of DOT Regulation 49 CFR Parts 382 & 40

BAILEY EXCAVATING INC
1073 TORO DRIVE
JACKSON, Michigan

Program Start Date: Apr 1, 2022
Program is current through: Apr 1, 2023
Client Code: 226135

DOT Compliance Group

DOT Compliance Group • 100 Decker Court Ste. 250,• Irving, TX 75062

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

ONE YEAR WARRANTY

PROJECT NAME AND LOCATION:	Miscellaneous Construction Jackson, Michigan
PROJECT NUMBER:	ENG 22-13
CONTRACT NUMBER:	
ENGINEERING MANAGER:	HRC
WORK COVERED BY WARRANTY:	Materials and Workmanship
LENGTH OF WARRANTY:	One (1) year from date of substantial completion
SUBSTANTIAL COMPLETION:	

The undersigned does hereby warranty that the above stated work has been performed in accordance with the contract documents for the project named and does warrant said work to be free from defects in materials and labor for one (1) year from the date of substantial completion.

COMPANY NAME: Bailey Excavating, Inc.

AUTHORIZED SIGNATURE: _____

CONTACT NAME TYPED: Rhonda L. Blair

DATE: June 29, 2022

FEDERAL LAW REQUIRES EACH EMPLOYER TO FURNISH THE FOLLOWING INFORMATION:
(Please check any that are applicable)

☐ We had no employees performing work covered by our Oper. Eng. Local 324 agreement(s) during the month.

☐ Final Report - Inactive Status request (see reverse for further instructions)

OPERATING ENGINEERS

LOCAL 324 FRINGE BENEFIT FUNDS

ALL CONTRIBUTIONS ARE DUE BY THE 15th OF THE MONTH FOLLOWING THE MONTH WORKED

FORM 3029
REMITTANCE REPORT
REV. 6/21
EMPLOYERS MONTHLY FRINGE BENEFIT REPORT

NAME OF COMPANY	CONTRACTOR CODE NUMBER	WORK MONTH (MONTH/YEAR)
BAILEY EXCAVATING, INC.	13075	5 / 22

ADDRESS	TELEPHONE	
1073 TORO DR.	517-750-3030	

CITY AND STATE / ZIP	SPECIAL AGMT / JOB SITE (IF APPLICABLE)	EMPLOYER IDENTIFICATION NUMBER (EIN)
JACKSON, MI 49201	☐ NMA ☐ GPPMA	

REQUEST FOR FORMS

☒ PLEASE SEND MORE PAPER FORMS

☐ PLEASE CONTACT ME REGARDING MY ONLINE REPORTING OPTIONS

Forms available for download and print at www.iuoe324employerinfo.org

TYPE OR AREA OF CONSTRUCTION AND FRINGE BENEFIT RATES

PLEASE INDICATE THE AREA OR KIND OF CONSTRUCTION BEING REPORTED IN THE SPACE PROVIDED.
↙ PLEASE MARK THE APPROPRIATE AGREEMENT. FOR THE EXCEL VERSION, THE FRINGE BENEFIT CONTRIBUTION RATES WILL AUTO-POPULATE THE FORM BELOW.

SECTION (MARK "X" ↓)		AGREEMENT	EFFECTIVE DATE	FRINGE BENEFIT FUND RATES: HEALTH CARE	PENSION	RETIREE BENEFIT	VACATION & HOLIDAY	SUPPLEMENTAL VACATION	APPRENTICE & TRAINING	IUOE NTF	INDUSTRY ADVANCEMENT & PROMOTION	324 LBR MGMT EDUCATION COMMITTEE	INDUSTRY LABOR MGMT FUND	DEFINED CONTRIBUTION PLAN
A		A AGC - Detroit Metro CBA	6-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.19	-----	$1.10
		AX Small equipment addendum	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
B		B MUCG Underground Agreement	9-1-20	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	$0.03	$0.16	$0.06	$1.00
		BX Class V Operator	9-1-20	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.03	-----	$0.06	$1.00
C		C AGC - Outstate Addendum	6-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.16	-----	$1.00
		CX Small equipent addendum	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
D		D Distribution and Communications	5-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.05	$0.14	-----	$1.00
		DX Cable-Com-Utility Engineer	5-1-21	$6.50	$3.00	----	15%	-----	$0.25	$0.05	$0.05	-----	-----	$1.00
E		E AGC - Upper Peninsula	5-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	-----	-----	$0.75
		EX Class E Operator	5-1-21	$6.50	$4.00	$0.10	15%	-----	$0.70	$0.05	$0.15	-----	-----	$0.75
G		G National Pipeline Agreement	11-16-20	$8.45	$13.95	$0.45	15%	$0.02	$1.00	----	-----	$0.15	-----	$2.35
		-												
H	X	H Highway, Bridge & Airport Agmt.	6-1-21	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	$0.03	$0.16	$0.10	$1.00
		HX Class V Operator	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.03	-----	$0.10	$1.00
H U.P.		HU Highway, Bridge & Airport Agmt.	6-1-21	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	$0.08	$0.16	$0.05	$1.00
		HUX Class V Operator	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.08	-----	$0.05	$1.00
J		J Great Lakes Fab & Erector Assn	6-1-21	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	$0.26	$0.19	-----	$1.00
		JX Oiler-Ground Man etc.	6-1-21	$6.50	$4.00	----	15%	-----	$0.45	$0.05	$0.26	$0.14	-----	$1.00
K		K Floating - Grt. Lakes & Marine	1-1-21	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	-----	$0.25	-----	$1.00
		-												
O		O Owner - Operator	6-1-21	$8.40	$13.95	$0.45	----	-----	$1.00	$0.05	-----	$0.19	-----	$1.10
		-												
S		S Shop Agreement												
U		U CAM - S E Michigan	6-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.19	-----	$1.10
		UX Small equipment addendum	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
V		V CAM - Outstate Addendum	6-1-21	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.16	-----	$1.00
		VX Small equipment addendum	6-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS AND THE LISTING OF OPERATING ENGINEERS IN YOUR EMPLOY DURING THE MONTH BEING REPORTED.

Please mail original copy with check to:

Operating Engineers Local 324
Fringe Benefit Funds
550 Hulet Dr. Suite 103
Bloomfield Twp, MI 48302

Save time and postage!
File and pay Fringe Benefits online. Call the Fund Office 248-836-2765 to learn how.

You can even upload your monthly payroll files with no manual data entry!!

Rev 6-15-2021 (interactive)

Omit ↓	REMITTANCE FRINGE BENEFIT FUND	CONTRIBUTION RATES (Mark X Above)		MULTIPLIER (TOTAL HRS/WGS From Reverse Side)		AMOUNT	ADJUSTMENTS	TOTAL
	HEALTH CARE	$ 8.40	x	2,788.00	PAID HOURS	$ 23,419.20	$	$ 23,419.20
	PENSION	$ 13.95	x	2,788.00	PAID HOURS	$ 38,892.60	$ 0.17	$ 38,892.77
	RETIREE BENEFIT	$ 0.45	x	2,788.00	PAID HOURS	$ 1,254.60	$ 0.17	$ 1,254.77
	VACATION	15.00%	x	91,977.83	BASE WAGES	$ 13,796.67	$ 0.01	$ 13,796.68
	SUPPLEMENTAL VACATION	$ 0.05	x	2,788.00	PAID HOURS	$ 139.40	$ 0.17	$ 139.57
	APPRENTICE & TRAINING	$ 1.00	x	2,788.00	PAID HOURS	$ 2,788.00	$	$ 2,788.00
	IUOE NTF	$ 0.05	x	2,788.00	PAID HOURS	$ 139.40	$ 0.17	$ 139.57
	ADVANCEMENT OR PROMOTION	$ 0.03	x	2,788.00	PAID HOURS	$ 83.64	$ 0.17	$ 83.81
	324 LABOR MGMT EDUCATION COMM.	$ 0.16	x	2,788.00	PAID HOURS	$ 446.08	$	$ 446.08
	INDUSTRY LABOR MANAGEMENT FUND	$ 0.10	x	2,788.00	PAID HOURS	$ 278.80	$	$ 278.80
	DEFINED CONTRIBUTION PLAN	$ 1.00	x	2,788.00	PAID HOURS	$ 2,788.00	$	$ 2,788.00
								$ 84,027.25

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS

FORM 3029 REV. 6/21
EMPLOYEE DETAIL REPORT FOR EMPLOYERS' MONTHLY FRINGE BENEFIT REPORT

CONTRACTOR'S NAME	CONTRACTOR NUMBER	WORK MONTH	NUMBER OF PAGES THIS REPORT
BAILEY EXCAVATING, INC.	13075	5/22	2

EMPLOYEE'S NAME		SOCIAL SECURITY NUMBER	A	B
LAST NAME	INITIALS		HOURS PAID*	BASE WAGES - SEE INSTRUCTION NO. 2
BENDELE	D			
BLISS	S		163.50	$5,684.68
CARPENTER	F		129.50	$4,384.42
CARPENTER, II	F		151.00	$5,070.86
CONSLEY	C			
CRABTREE	M		131.50	$4,385.19
DAVIS	W		170.50	$5,747.54
HAVENS	M		155.00	$5,288.38
HUGHES	H		144.50	$3,563.49
IRISH	J		147.00	$4,172.96
IRVING	M		147.50	$5,016.01
JORGE	Y		140.00	$4,578.06
LEY	R		164.50	$5,532.28
LOGAN	S		151.50	$5,249.18
PANKHURST	R		176.50	$6,355.65
PARKER	P		164.50	$5,711.16
ROWLAND	T		161.00	$5,400.71
SWARTZ	E		153.00	$4,993.99
SWARTZ	K		149.00	$4,834.75
WHITNEY	C		38.00	$976.14
WRIGHT	C		150.00	$5,032.38
		TOTALS THIS SHEET	2788.00	$91,977.83

INSTRUCTIONS

1. If you are performing work under more than one Contract as noted on the Monthly Remittance Report, a **separate report** must be filed for each agreement.

   DO NOT COMBINE REPORTS OF TWO OR MORE AREAS OR AGREEMENTS FOR THE SAME MONTH.

2. Vacation Pay is computed on wages shown in column B. Total Vacation Pay is to be added to Base Pay to compute applicable payroll taxes.

3. Payments are due by the 15th of the following month. If payment is not received by the end of the month, liquidated damages will be assesed and billed at 18% per annum, computed from the 15th of the month received by the end of the month, to the date of payment.

4. For information concerning Fringe Benefit Contributions, call 248-836-2765, or by mail, 550 Hulet Dr. Suite 103 Bloomfield Twp., MI 48302

5. All owner-operators, who participate in Local 324's Fringe Benefit Funds must use Section O of this report. **ALL** fringes in this Section must be paid at a minimum or 130 hours per month.

*** NOTICE**

For Fringe Benefit Contribution purposes, an overtime hour should be contributed on as one hour. This does not pertain to the Vacation and Holiday Fund.

****IMPORTANT****

You may request "Inactive Status" by marking the box in the upper corner of the reverse side of this form. You will be contacted by a Fund Coordinator for further instructions. You will automatically become active once you start submitting Fringe Contributions again.

If you have an anticipated date of return for seasonal work, please indicate:

Mo: _____ Year: _____

By filing this report, the above named Employer certifies the accuracy of information on the report and agrees to be bound by all the terms of payment to the foregoing named Funds as set forth in the current applicable Collective Bargaining Agreements between Operating Engineers Local 324 and the Employer or Employer Associations, and to all the terms of the Trust Agreements of these Funds.

_____
Employer or Authorized Agent

_____
Title

MICHIGAN LABORERS' FRINGE BENEFIT FUNDS
CONTRIBUTION REPORT

EMPLOYER I.D. NUMBER	TELEPHONE NUMBER
00-0034800 191	517-750-3030
REPORT FOR THE WORK MONTH OF	**AREA (SEE REVERSE SIDE)**
May-22	
JOB SITE(CTY) OR UNION LOCAL NO.	**TOTAL HOURS WKD (ALL PAGES)**
Local 499 - Zone 1 AA	668.5

EXPLAIN ADJUSTMENTS ON REVERSE SIDE.
ATTACH VARIANCE NOTICE, IF APPLICABLE.
CONTRIBUTIONS ARE DUE THE 15TH OF THE MONTH FOLLOWING THE MONTH IN WHICH THE WORK WAS PERFORMED.

NAME AND ADDRESS OF EMPLOYER

BAILEY EXCAVATING, INC
1073 TORO DRIVE
JACKSON, MI 49201

☐ Final Report Discontinue Prebill

☐ No covered Employees This Month

	HOURS	x	RATE	= CONTRIBUTION	+/- ADJUSTMENT	= TOTAL
HEALTH CARE	668.50	x	$ 5.50	= 3,676.75	+/-	= 3,676.75
VACATION	SEE LOCAL AGREEMENT					
	687.50	x	$ 4.45	= 3,059.38	+/-	= 3,059.38
PENSION	668.50	x	$ 7.00	= 4,679.50	+/-	= 4,679.50
TRNG-APPR	668.50	x	$ 0.45	= 300.83	+/-	= 300.83
LABOR MGMT	668.50	x	$ 0.35	= 233.98	+/-	= 233.98
INDUSTRY	668.50	x	$ 0.12	= 80.22	+/-	= 80.22
ANNUITY	668.50	x	$ 0.50	= 334.25	+/-	= 334.25
		x		= -	+/-	= -
		x		= -	+/-	= -
EFFECTIVE 6/1/18 Section H0				12,364.91	+/- -	= $12,364.91
TOTALS						

MAKE ONE CHECK PAYABLE TO: MICHIGAN LABORERS' FRINGE BENEFIT FUNDS
SEE REVERSE SIDE:
FOR ADDITIONAL INSTRUCTIONS OR IF NO LABORERS' WERE EMPLOYED OR FOR FINAL REPORT AND FOR SIGNATURE FOR FILING THIS REPORT

EMPLOYEE NAME LAST	INT	SOCIAL SECURITY NUMBER	HOURS WORKED	HOURS PAID	VACATION AMOUNT	GROSS WAGES
BLODGETT	B D		121	121.75	$ 541.79	$ 3,035.44
BROWN	C C		58	60.5	$ 269.22	$ 1,577.27
CONNELLY	D L					
CONSLEY	P R					
DARNELL	T A					
DOUBLE	L A		70	71	$ 315.96	$ 1,902.33
EUBANKS	C					
JOHNSON	R R		30.5	33.75	$ 150.19	$ 747.90
KEMPLIN	J C		142	147.25	$ 655.27	$ 4,121.27
MENA	J R		141	146.5	$ 651.93	$ 3,954.02
NEVINS	T C		106	106.75	$ 475.04	$ 2,869.14
PANCAKE	S W					
REAMS	H D					
REDDICK	Z M					
SLOAN	R W					
		TOTAL THIS PAGE	668.5	687.5	$ 3,059.40	$ 18,207.37

TYPE OF WORK OR AREA OF CONSTRUCTION

Section

MICHIGAN LABORERS' FRINGE BENEFIT FUNDS
CONTRIBUTION REPORT

EMPLOYER I.D. NUMBER	TELEPHONE NUMBER
00-0034800 191	517-750-3030
REPORT FOR THE WORK MONTH OF	**AREA (SEE REVERSE SIDE)**
May-22	
JOB SITE(CTY) OR UNION LOCAL NO.	**TOTAL HOURS WKD (ALL PAGES)**
Local 499 - Zone 2 Jxn	1188.5

EXPLAIN ADJUSTMENTS ON REVERSE SIDE.
ATTACH VARIANCE NOTICE, IF APPLICABLE.
CONTRIBUTIONS ARE DUE THE 15TH OF THE MONTH FOLLOWING THE MONTH IN WHICH THE WORK WAS PERFORMED.

NAME AND ADDRESS OF EMPLOYER

BAILEY EXCAVATING, INC
1073 TORO DRIVE
JACKSON, MI 49201

☐ Final Report Discontinue Prebill ☐ No covered Employees This Month

	HOURS	x	RATE	= CONTRIBUTION	+/- ADJUSTMENT	= TOTAL
HEALTH CARE	1,188.50	x	$ 5.50	= 6,536.75	+/-	= 6,536.75
VACATION	SEE LOCAL AGREEMENT					
	1,212.00	x	$ 4.20	= 5,090.40	+/-	= 5,090.40
PENSION	1,188.50	x	$ 7.00	= 8,319.50	+/-	= 8,319.50
TRNG-APPR	1,188.50	x	$ 0.45	= 534.83	+/-	= 534.83
LABOR MGMT	1,188.50	x	$ 0.45	= 534.83	+/-	= 534.83
INDUSTRY	1,188.50	x	$ 0.12	= 142.62	+/-	= 142.62
ANNUNITY	1,188.50	x	$ 0.50	= 594.25	+/-	= 594.25
		x		= -	+/-	= -
		x		= -	+/-	= -
EFFECTIVE 6/1/18 Section H0				21,753.18	+/- -	= $21,753.18
TOTALS						

MAKE ONE CHECK PAYABLE TO: MICHIGAN LABORERS' FRINGE BENEFIT FUNDS
SEE REVERSE SIDE:
FOR ADDITIONAL INSTRUCTIONS OR IF NO LABORERS' WERE EMPLOYED OR FOR FINAL REPORT AND FOR SIGNATURE FOR FILING THIS REPORT

EMPLOYEE NAME LAST	INT	SOCIAL SECURITY NUMBER	HOURS WORKED	HOURS PAID	VACATION AMOUNT	GROSS WAGES
BLODGETT	B D		30.5	30.75	$ 129.15	$ 731.75
BROWN	C C		51	51.25	$ 215.25	$ 1,284.54
CONNELLY	D L		142	142	$ 596.40	$ 3,572.02
CONSLEY	P R		119.5	120.5	$ 506.10	$ 2,951.82
DARNELL	T A		89.5	90.75	$ 381.15	$ 2,301.74
DOUBLE	L A		58	61.5	$ 258.30	$ 1,487.79
EUBANKS	C		165.5	173.5	$ 728.70	$ 4,240.70
JOHNSON	R R		22	22	$ 92.40	$ 452.10
KEMPLIN	J C		25	25	$ 105.00	$ 646.41
MENA	J R		11	11	$ 46.20	$ 273.13
NEVINS	T C		30	30	$ 126.00	$ 770.90
PANCAKE	S W		153	154	$ 646.80	$ 3,770.29
REAMS	H D		80.5	82.5	$ 346.50	$ 2,046.05
REDDICK	Z M		50	50.75	$ 213.15	$ 920.10
SLOAN	R W		161	166.5	$ 699.30	$ 3,139.04
TOTAL THIS PAGE			1188.5	1212	$ 5,090.40	$ 28,588.38

TYPE OF WORK OR AREA OF CONSTRUCTION

Section

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

We acknowledge 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.

Do not fore see any change orders at this time.

CRITERIA 18:

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

See Attached

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

Federal ID Number: 38-2009278

Contact: Rhonda M. Denny

Officer's: John W. Bailey - President
Jacob W. Bailey - Secretary
Jordan W. Bailey - Treasurer

Type of Business: Construction-Streets,Excavation,Site Development,Watermain & Storm/Sanitary Sewer

Physical Address: 1073 Toro Drive - Jackson, Michigan 49201

Year Corporation Formed: 1973 49 Years in Business 46 Employees

KEY PERSONNEL

Name	Title	Experience/Years	
JOHN W. BAILEY	PRESIDENT	45 YEARS	OWNER
JACOB W. BAILEY	MANAGER/ESTIMATOR	12 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	38 YEARS	PROJECTS
DAVID THOMPSON	MANAGER/ESTIMATOR	40 YEARS	PROJECTS-DEGREE
MATT SHERMAN	ASSISTANT SUPERVISOR	1 YEAR	PROJECTS
STEVE LOGAN	FOREMAN	27 YEARS	PROJECTS
RHONDA L. BLAIR	OFFICE MANAGER	40 YEARS	OFFICE
RHONDA M. DENNY	EXECUTIVE ADMIN	27 YEARS	OFFICE

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.

See Attached

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

We assure you that all construction work for this project proceed economically, efficiently, continuously and without interruption.

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.

19.

Rhonda Denny

From: Jacob Bailey
Sent: Thursday, November 04, 2021 5:48 PM
To: Mark Magner; Rhonda Blair; Rhonda Denny; Jule
Subject: Fwd: Bailey Excavating

Jacob W Bailey
Estimator/Project Manager
Bailey Excavating Inc.
Office: 517-750-3030
Cell: 517-740-0371

From: Brian Sadek <briansadek@gmail.com>
Sent: Thursday, November 4, 2021 4:53:47 PM
To: tbridges@a2gov.org <tbridges@a2gov.org>
Cc: Jacob Bailey <jacobbailey@bailey-excavating.com>
Subject: Bailey Excavating

Hi Theresa:

(I got your email address off of the blue flyer that was placed on our front door a couple of months ago. If you're the wrong person to send this to, please either forward it to the right person or let me know to whom I should send it.)

My wife, two young kids, and I live on Liberty Street and the water main construction has been going on in front of our house for a couple months now. I want to commend Bailey Excavating and its employees for doing a professional job and for the courtesy with which they've treated us neighbors during what could otherwise be a terrible disruption. They have been friendly, fair, and willing to move equipment when we or other people need to get into or out of our driveways. In particular, Bill (or Bob? I'm terrible with names), who usually operates the front loader, has been very nice to our children and is like a hero to my two year old son (pic attached).

That's it. To the extent constituent feedback helps Bailey get future business with the city now that Prop A passed and allows best value contract award, we and our neighbors are happy constituents. And, to be clear, I have no direct or indirect business interest in Bailey or its success. I simply think that they've been good to us and should be recognized.

Best regards,
Brian Sadek



19.

Memo From: Keith Fransted

Hello, my name is Keith Fransted. I am the project manager for all of the underground for Kelly Fuel in Jackson, MI. I am very honored to give a recommendation for Bailey Excavating, Inc.

I've known the Bailey boys for the better part of forty years. After working with several companies of the pass many years, Bailey Excavating, Inc. is definitely one of the best underground and road builders in southern Michigan. The equipment is the very best, mostly Caterpillar. Most of their employees have been with the company for many years and are very knowledgeable about their procedure. Their superintendents are always on top of any problems.

Choosing Bailey Excavating, Inc. would be an excellent choice for the State of Michigan.

Sincerely,

Keith Fransted

Provide the following information on five owners that have used your services. Governmental owners preferred.	
Firm Name:	MDOT (Michigan Dept. of Transporation)
Contact Name:	Joe Vanpoppel
Project	Several MDOT Projects
Address:	2750 N. Elm Rd-Jackson, MI 49201
Telephone:	517-206-3818
Email Address:	VanPoppelJ@michigan.gov
Firm Name:	City of Ann Arbor
Contact Name:	Theresa Bridges
Project	2021 Misc. Utilities Project
Address:	100 NORTH FIFTH AVENUE-Ann Arbor, MI 48107
Telephone:	734-794-6410
Email Address:	TBridges@a2gov.org
Firm Name:	State Prison
Contact Name:	Steve Curtiss
Project	Several Projects
Address:	1780 E. Parnall Rd-Jackson, MI 49201

Telephone:	517-740-6797
Email Address:	Curtiss@michigan.gov
Firm Name:	City of Jackson
Contact Name:	Troy White
Project	Several Projects
Address:	161 W. MICHIGAN AVE-Jackson, MI 49201
Telephone:	517-768-6075
Email Address:	twhite@cityofjackson.org
Firm Name:	Jackson County Dept of Transporation
Contact Name:	Steve Moran
Project	Several Projects
Address:	2400 Elm Rd-Jackson, MI 49201
Telephone:	517-740-2000
Email Address:	SMoran@mijackson.org
Provide the following information on five architects that you have worked with in the past five years. Governmental projects preferred.	
Firm Name:	J Bradley Moore & Associates Architects, Inc.
Contact Name:	Brad Moore
Project	Meadowview Condominiums
Address:	2250 Ann Arbor-Saline Rd-Ann Arbor, MI
Telephone:	734-930-1500
Email Address:	brad@jbradleymoore.com
Firm Name:	Wightman: Architecture, Engineering, Design, Survey

Contact Name:	Mickey Bittner
Project	Several Projects
Address:	433 E Ransom St, Kalamazoo, MI 49007
Telephone:	269-266-2159
Email Address:	mbittner@gowightman.com
Firm Name:	Fishbeck: Architects, Engineers, Environmental sciences
Contact Name:	Andrew Kilpatrick
Project	Edgewood St. Jackson +
Address:	2001 Commonwealth Blvd. Suite 200 Ann Arbor, MI 48105
Telephone:	734-454-7566
Email Address:	akilpatrick@fishbeck.com
Firm Name:	OHM Advisors
Contact Name:	Aaron Berkholz
Project	MDOT#131825 Harris Rd
Address:	355 S Zeeb Rd Suite A, Ann Arbor, MI 48103
Telephone:	734-548-5752
Email Address:	aaron.berkholz@ohm-advisors.com
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	

20.

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

TO: ALL BAILEY EXCAVATING, INC. EMPLOYEES

FROM: JOHN W. BAILEY

SAFETY, ACCIDENT PREVENTION, AND LOSS CONTROL POLICY STATEMENT

The Bailey Excavating, Inc. and its subsidiaries are committed to a strong employee safety program. It is directed at providing a place of employment that is free from recognized physical hazards and provide a healthful environment for its employees and others working at its facilities.

Responsibility for safety is shared between company management, supervision and employees. Bailey Excavating, Inc. recognizes the need for safe work practices, employee training and equipment in good operating order. Managers are expected to give their complete support to the safety and accident prevention program. However, accidents can best be prevented through safety minded attitudes and actions of all employees.

RESPONSIBILITIES

Management:

Provide strong company support in principle and funding as required.

Assure that all activities under their direction are operated in a safe manner.

Compliance to federal and state occupational safety and health standards of their facilities, equipment and work practices.

Abatement of conditions that have or may result in citations by enforcement officials.

See that all recommendations of insurance carrier inspectors are acted upon and responded to promptly.

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

SUPERINTENDENTS AND FOREMEN:

Always set a good safety example.

Alert and train your workers in good safety practices.

Conduct periodic inspections of the work site to identify possible hazards. Where practical, eliminate the hazards, and when not practical, point them out to workers so they can be avoided.

Conduct regular tool box meetings, a minimum of once each week. A written report of the safety meeting including a list of employees participating is required.

See that all accidents are reported and investigated promptly.

Be prepared to help in any accident or emergency. Have proper phone numbers to summon police, fire department, ambulance and doctor as required.

Provide proper job instruction and be certain that each employee knows all the safety rules that apply to the job.

Enforce safety rules.

Discuss all pertinent safety information and all known hazards with employees before a job is started. Instruct employees to be alert for unknown hazards and to be concerned with safety at all times.

EMPLOYEES:

Work safety and conduct themselves in a responsible manner.

Good safety performance requires the efforts of all employees to prevent accidents or injuries.

Accept safety as a personal matter. Every employee must cooperate with the safety program by developing safe work habits and reporting hazardous working conditions. They are expected to be continually on the alert for potential hazards and to take necessary action to prevent accidents and injuries.

Follow the safety practices which are established for their protection and that of other employees.

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030

SAFETY AND LOSS CONTROL MANAGER

Formulate the safety and loss control program.

Assist manager in meeting their safety and loss control responsibility.

Investigate practices or conditions which have caused or may cause accidental injury or property damage and make recommendations for correction.

Stay abreast of all developments of new or revised safety and health regulations.

Publish regular bulletins to communicate important safety matter to managers, supervisors and employees.

Conduct regular and through safety and loss control audits of all facilities and activities.

CONTRACTOR AND SUBCONTRACTORS

Comply with all applicable federal, state and local safety and health related standards and regulations when working on Bailey Excavating, Inc. premises or as a subcontractor on field projects. It is up to the individuel employer to require its employees to perform in a safe and responsible manner.

CONCURRENT WITH THE INSTITUTION OF THIS POLICY STATEMENT

Bailey Excavating, Inc. will be adopting specific Safety Rules. While it is the company's intent to make their Safety Rules as practical as possible, they may result in some inconvenience to the employees and/or changes in job procedures. A positive incentive program to promote employee participation may be adopted as an option by individually. However, all employees are required to observe the Safety Rules and violation thereof may result in discipline up to and including termination.

John W. Bailey

mioshа violations

FOREMAN/QUALIFIED EMPLOYEE SAFETY CHECKLIST

Superintendent:
Job Location:
Date:
Inspected By:

	Yes	No
1. Emergency phone numbers posted.	☐	☐
2. First Aid/CPR certified employee on each job site.	☐	☐
A. First-aid kits available.	☐	☐
B. CPR mask.	☐	☐
C. Rubber gloves.	☐	☐
D. Haz Mat disposal bag.	☐	☐
3. Drinking water with cups available.	☐	☐
4. Toilet facilities provided or available.	☐	☐
5. Personal safety equipment in use.		
A. Hard hats.	☐	☐
B. Eye protection.	☐	☐
C. Ear protection.	☐	☐
D. Hand protection.	☐	☐
E. Foot Protection.	☐	☐
F. Clothing protection.	☐	☐

	Yes	No
6. Fuel Storage.		
A. Fuel storage area marked "NO SMOKING" Appropriate extinguisher available in area.	❑	❑
B. All fuel cans safety type-transport only.	❑	❑
7. Traffic and pedestrian control devices properly used.	❑	❑
A. Construction signs.	❑	❑
B. Proper barricades.	❑	❑
C. Traffic cones.	❑	❑
D. Flagpersons with six foot staff with red flags and orange vest.	❑	❑
E. Flagpersons properly instructed.	❑	❑
F. Flagpersons used to assist trucks and vehicles in and out of traffic.	❑	❑
8. Tools:		
A. Air tool connections secured with safety chains.	❑	❑
B. Portable electric tools provided with approved systems of double insulation and GFCI.	❑	❑
C. Extension cords are three wire type and in good condition.	❑	❑
D. Portable lights equipped with bulb guards.	❑	❑
E. Protective guards on portable saws in good order.	❑	❑
F. Ladder in good condition.	❑	❑
G. All hand tools in good condition, no cracked or splintered handles.	❑	❑

	Yes	No
9. Trucks and equipment.		
A. Parking brakes set when not in use.	❑	❑
B. Type ABC fire extinguishers available in trucks.	❑	❑
C. All horns and lights in good working order.	❑	❑
D. Seats firmly secured on vehicles used to transport Employees.	❑	❑
E. A copy of the most recent equipment inspection checklist on site.	❑	❑
F. Roll over protection and seat belts in good order.	❑	❑
G. Equipment safety chains in good order and in use.	❑	❑
H. Registration cards in all trucks.	❑	❑
I. Equipment and vehicle properly lubricated and maintained.	❑	❑
J. All drivers with valid licenses.	❑	❑
K. Back-up alarms in good working order.	❑	❑
L. Windshield void of cracks/wipers and defoggers in operable condition.	❑	❑
10. Excavation, trenching, shoring, pipe laying.		
A. Qualified person makes periodic inspections of soil conditions and shoring systems.	❑	❑
B. Effort made to locate underground installations by inspection and notification to MISS DIG 1-800-482-7171.	❑	❑
C. Excavated material stored 2 feet from edge of excavation.	❑	❑
D. Materials used for shoring in good working condition - trench box inspected for broken welds.	❑	❑

	Yes	No
E. Walls on manhole and ditch excavations more than 5 feet deep shored or sloped or otherwise protected.	❑	❑
F. Means of ingress/egress provided every 25 feet in trenches over 4 feet deep.	❑	❑
G. Warning signs posted on truck cranes and excavating equipment. Maintain minimum 10 foot clearance when working near electrical lines.	❑	❑
11. Working in confined spaces.		
A. Confined space tested for gas before entry.	❑	❑
B. Confined space ventilated with blowers before entry.	❑	❑
C. Smoking or open flame not permitted within 25 feet of confined space.	❑	❑
D. Upstream utilities tagged and locked out.	❑	❑
12. Handling and storage of materials		
A. Rigging equipment inspected at beginning of each shift.	❑	❑
B. Chains are alloy steel with permanent tag showing size, grade, rated capacity and manufacturer's name.	❑	❑
C. Material staked, raked, blocked, interlocked or otherwise secured to prevent sliding, falling or collapse during storage or transit.	❑	❑
D. Inspect hooks for stretching or twisting.	❑	❑
E. Slings in good condition and built properly.	❑	❑
13. MIOSHA safety poster displayed.	❑	❑
14. Accident report filled out promptly and completed after each accident. Phoned in to office for typing and mailing.	❑	❑
15. Safety manual on jobsite.	❑	❑

	Yes	No
16. New employees given brief orientation as to company policies.	☐	☐
17. Conduct one 10 minute safety meeting (Tool Box Talk) with crew each week. Records of topic and attendance must be turned into home office.	☐	☐
18. MSDS booklet and poster.	☐	☐

REMARKS

_____

_____

_____

_____

BAILEY EXCAVATING, INC.
HEALTH & SAFETY PLANS FOR

_____

_____

DATE: _____

TO

DATE: _____

PROJECT # _____

PREPARED BY:
BAILEY EXCAVATING, INC.
1073 Toro Drive
Jackson, MI 49201
517-750-3030

SAFETY OFFICER:
JOHN W. BAILEY

The purpose of this Health and Safety Plan is to provide the employees of Bailey Excavating and Sub Contractors with information about this project to help protect the workers on the job, and prevent any accidents or personal injuries.

All Employees and Sub Contractors must comply with Bailey Excavating's company policies, which have been previously approved by the affilated unions. Enclosed is a copy of the Company's policy.

Any questions relating to the Health and Safety Plan on this project should immedialty be reported to:

Bailey Excavating, Inc.
John W. Bailey, Health and Safety Officer
1073 Toro Drive
Jackson, MI 49201
517-750-3030

BAILEY EXCAVATING, INC.
JACKSON, MICHIGAN

PROJECT NAME	CONTRACT	OWNER OR ENGINEER	TELEPHONE #
MLK Round-a-bout MDOT#130211		City of Jackson	
EARTHWORK/ROAD/UTILITIES	$ 1,983,413.51	Troy White	517-788-4160
Barton Drive		City of Ann Arbor	
Watermain Replacement	$1,505,442.72	Jane Allen	734-6410 Ext.43678
Norfolk Homes-Magnolia Subdivision		Norfolk Homes	
SITE WORK/UTILITIES	$ 885,117.54	Sean Lefere	734-545-8564
Franklin Street Reconstruction		City of Jackson	
Earthwork /UTILITIES	$ 1,663,106.30	Troy White	517-788-4160
Jackson College		Jackson College	
SITE WORK/UTILITIES	$ 1,528,960.71	James Jones	517.796.8688
		City of Marshall	
Michgan Ave Reconstruction		Christy Ramey	269-558-0326
Road Work/Utilities	$ 1,311,676.46	Anthony Tyler-Stantec	734-214-2547
MI Ave Reconstruction		City of Jackson	
ROAD WORK/UTILITIES	$ 978,076.31	Troy White	517-788-4160
		City of Hudson	
Maple Grove Reconstruction		Jones Henry Engineering	
ROAD WORK/UTILITIES	$ 735,403.06	Kyle Brueggemeier	419-214-3121
		Mirafzali Family LLC	
Meadowview Apts		J. Bradly Moore Associates	
EARTHWORK	$ 964,525.10	Brad Moore	734-994-1500
JCRC Various Roads		Michigan Paving & Materials	
ROAD WORK/Earthwork	$ 2,412,523.20	Dave Thompsoon	517-740-1821

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.

See 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?

☑ 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

No. 23

Bailey Excavating, Inc.
Employee Classifications
Ratio

Name	Class
JACOB W. BAILEY	V.P./MANAGER
DAVID A. BENDELE	OPRFM1
STEVE BLISS	OPRFM1
BLAKE D. BLODGETT	LBAPP4
FRED CARPENTER	OPRFM1
FRED CARPENTER II	OPRREG
KEGAN E COCHRANE	MECHANIC
DYLAN L CONNELLY	LRCL5
CHRISTOPHER R CONSLEY	OPRREG
PATRICK R. CONSLEY	LRCL1
MICHAEL T CRABTREE	OPRFM1
TYLER A. DARNELL	LRCL5
WILLIAM J. DAVIS	OPRREG
CHRISTOPHER EUBANKS	LRCL1
DEVIN R HALE	YARD
MICHAEL R HAVENS	OPRFM1
JOSEPH P IRISH	OPRAPPRE
MARK J. IRVING	OPRFM1
RYAN R. JOHNSON	LBAPP-3
YENQUIER R JORGE	OPRREG
JOSEPH C. KEMPLIN	LRFMN1
ROBERT H LEY	OPRREG
STEVEN L. LOGAN	OPRFM2
MARK E. MAGNER	SUPERVISOR
JUAN R. MENA	LRCL5
RHONDA M. DENNY	OFFICE
TIMOTHY C. NEVINS	LRCL5
SAMUEL W PANCAKE	LRCL1
RAYMOND J. PANKHURST	OPRFM2
PATRICK M. PARKER	OPRFM1
CONNER S. PETERS	GARAGE
ZAITHON M REDDICK	LRAPP1
TOM ROWLAND	OPRREG
RHONDA L. BLAIR	OFFICE
EDWARD T. SWARTZ	OPRREG
KIRK A SWARTZ	OPRREG
CHAD M WHITNEY	OPRREG
CHAD WRIGHT	OPRREG

Key:
OPRFM1 = Operator Foremam Journeyman
LBAPP4 = Laborer Apprentice level 4
OPRREG = Operator Journeyman
LRCL5 = Laborer Journeyman Pipe Layer
LRCL1 = Laborer Journeyman
OPRAPPRE = Operator Apprentice level 1
LBAPP-3 = Laborer Apprentice level 3

No. 26

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

OPERATING ENGINEERS LOCAL 324 JATF INC
275 E HIGHLAND ROAD
HOWELL , MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF:**

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL , MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI15N045712		WRIGHT, CHAD D	OPERATING ENGINEER (Alternate Title: Heavy Construction Equipment Mechanic) (0365 V1) Time-Based	10/22/2015		

Certified by the U.S. Department of Labor

Date Issued: 6/25/2019

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Operating Engineers, LU 324 JATF
275 E. Highland Rd
HOWELL , MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF:**

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL , MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020002461		Irish, Joseph P	OPERATING ENGINEER (Alternate Title: Heavy Construction Equipment Mechanic) (0365 V1) Time-Based	7/6/2020		

Certified by the U.S. Department of Labor

Date Issued: 6/8/2021

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc.
1073 Toro Drive
Jackson , MI 49204

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - Michigan Laborer's JAC:**

Michigan Laborer's JAC
11155 South Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2021004599	***-**-1336	REDDICK, ZAITHON M	Construction Craft Laborer (0661 V1) Time-Based	7/28/2021		

Certified by the U.S. Department of Labor

Date Issued: 8/31/2021

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc.
1073 Toro Street
Jackson , MI 49201

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - Michigan Laborer's JAC:**

Michigan Laborer's JAC
11155 South Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020001750	***-**-5888	BLODGETT, BLAKE	Construction Craft Laborer (0661 V1) Time-Based	6/1/2020		

Certified by the U.S. Department of Labor

Date Issued: 6/17/2022

****VOID 90 DAYS FROM ISSUE DATE****

Barker Weber
INSURANCE AGENCY, INC.
Providing Excellent Service - Quality Coverage Because We Care About You

June 13th, 2022

Bailey Excavating, Inc.
PO Box 660
Jackson, MI 49204

RE: Workers Compensation – Experience Modification Rating Factor History

Hello,

Thank you for your inquiry regarding your Workers Compensation Experience Rating Modification history. The following were developed for each rating year:

Rating Period Dates	Company	Modification Factor
06/01/2022 - 2023	Accident Fund Insurance Company	1.00
06/01/2021 - 2022	Accident Fund Insurance Company	1.27
06/01/2020 - 2021	Accident Fund Insurance Company	0.90

Please let us know if you have any questions

Sincerely,

Darcie DeHart

Darcie DeHart for:

Steve Lefere
Barker Weber Insurance
2501 Spring Arbor Rd
Jackson, MI 49202

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Bailey Excavating, Inc.

Street: 1073 Toro Drive

City: Jackson State: MI Zip: 49201

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 40

Total hours worked by all employees last year: 65,204.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Vice President

Phone: 517-750-3030 Date: 1/31/2022

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: BAILEY EXCAVATING, INC.

Street: 1073 Toro Drive

City: Jackson State: MI Zip: 49201

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 35

Total hours worked by all employees last year: 65,821.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John E Bailey — Vice President

Company executive — Title

Phone 517-750-3030 Date 1/14/20

Reset

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

SUMMARY OF WORK-RELATED INJURIES AND ILLNESSES

Year 20 19

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

Form Approved OMB No. 1218-0176

All establishments covered by Public Law of 1970 (P.O. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses, must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. You may be fined for failure to comply.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the MIOSHA Form 300 in its entirety. They also have limited access to the MIOSHA Form 301 or its equivalent. See Part 11, R408.22135 Rule 1135, in MIOSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisonings	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name BAILEY EXCAVATING, INC.

Street 1073 TORO DRIVE

City JACKSON State MICHIGAN Zip 49201

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
_____

Employment Information

Annual average number of employees 34

Total hours worked by all employees last year 60,375.25

Sign here Rhonda L. Blair

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rhonda L. Blair
Company Executive

Office Manager
Title

(517) 750-3030
Phone

1/28/2020
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD, 530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788. Do not send the completed forms to this office.

BAILEY EMPLOYEE
MIOSHA TRAINING
START UP MEETING
MAY 2ND, 2022

	EMPLOYEE NAME	SIGNATURE
1	Bailey - John	
2	Bailey - Jacob	
3	Bailey - Jordan	
4	Magner - Mark	
5	Bliss - Steve	
6	Blodgett - Blake	
7	Brown - Chris	
8	Carpenter - Fred	
9	Carpenter II - Fred	
10	Cochrane - Kegan	
11	Connelly - Dylan	
12	Consley - Patrick	
13	Crabtree - Mike	
14	Darnell - Tyler	
15	Davis - Billy	
16	Eubanks - Chris	
17	Havens - Mike	
18	Hughes - Hunter	
19	Irish - Joe	
20	Irving - Mark	
21	Johnson - Ryan	
22	Jorge - Yenquier	
23	Kemplin - Joey	
24	Ley - Bob	
25	Logan - Steve	
26	Mena - Juan	
27	Nevins - Tim	
28	Pancake - Sam	
29	Pankhurst - Ray	
30	Parker - Pat	
31	Peters - Conner	
32	Reddick - Z	
33	Rowland - Tom	
34	Sloan - Rodney	
35	Sherman - Matt	
36	Swartz - Ed	
37	Swartz - Kirk	
38	Whitney - Chad	
39	Wright - Chad	

BAILEY EMPLOYEE
MIOSHA TRAINING
START UP MEETING
MAY 3RD, 2022

	EMPLOYEE NAME	SIGNATURE
1	Bailey - John	
2	Bailey - Jacob	
3	Bailey - Jordan	
4	Magner - Mark	
5	Bliss - Steve	
6	Blodgett - Blake	
7	Brown - Chris	
8	Carpenter - Fred	
9	Carpenter II - Fred	
10	Cochrane - Kegan	
11	Connelly - Dylan	
12	Consley - Patrick	
13	Crabtree - Mike	
14	Darnell - Tyler	
15	Davis - Billy	
16	Eubanks - Chris	
17	Havens - Mike	
18	Hughes - Hunter	
19	Irish - Joe	
20	Irving - Mark	
21	Johnson - Ryan	
22	Jorge - Yenquier	
23	Kemplin - Joey	
24	Ley - Bob	
25	Logan - Steve	
26	Mena - Juan	
27	Nevins - Tim	
28	Pancake - Sam	
29	Pankhurst - Ray	
30	Parker - Pat	
31	Peters - Conner	
32	Reddick - Z	
33	Rowland - Tom	
34	Sloan - Rodney	
35	Sherman - Matt	
36	Swartz - Ed	
37	Swartz - Kirk	
38	Whitney - Chad	
39	Wright - Chad	

JVC. C

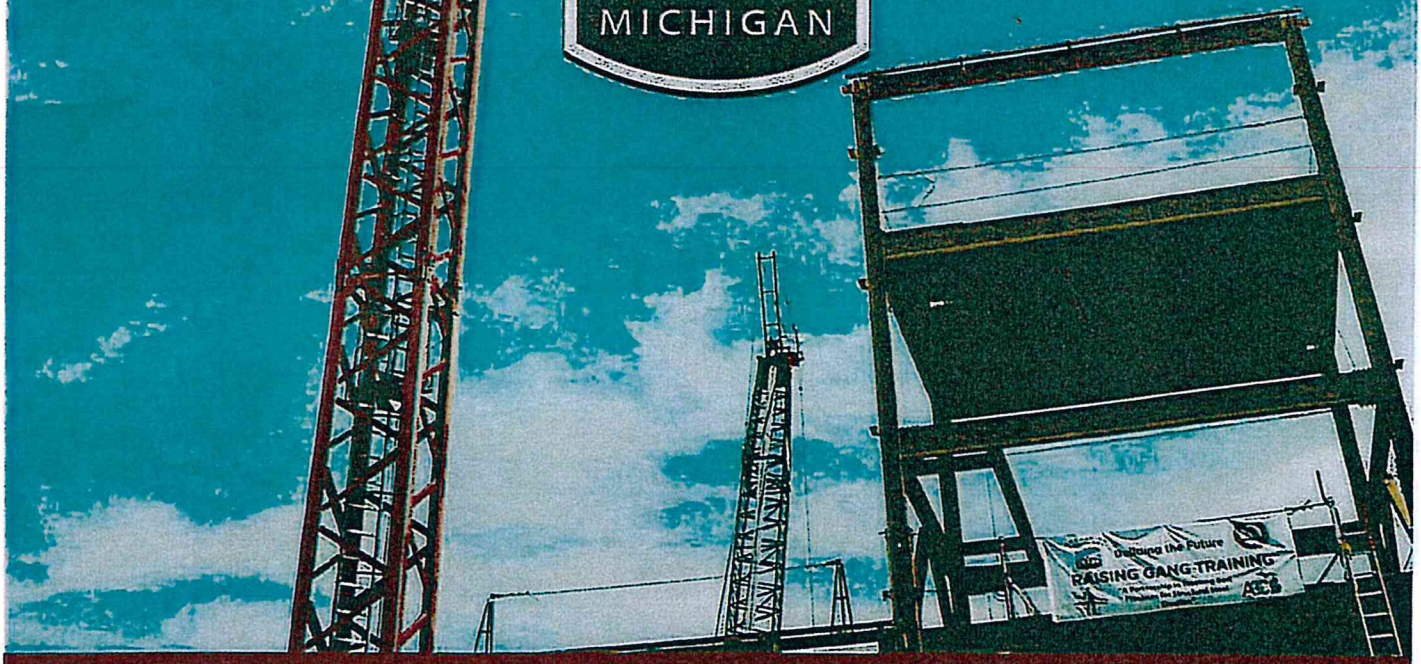
V12-2022

B-1

Schedule of Courses 2021-2022

OPERATING ENGINEERS

OE324 MICHIGAN



Operating Engineers 324

Journeyman and Apprentice Training Fund, Inc.

JOURNEYMAN UPGRADE TRAINING

All members with dues paid up current are encouraged to come in and get "upgrade" training. Every year you are entitled to one week of **"PAID"** upgrade training if your dues are paid up current and you have worked for a contractor who has made contributions into the training fund on your behalf at least once in the 12 months preceding your training. Although we can only pay for one week, you are welcome and encouraged to come and use the Sam T. Hart Education Center in Howell as often as you would like.

You are encouraged to call first during the high-volume training season (October–April) as equipment and instructors may not be available for the training you desire. We request that you contact the Sam T. Hart Education Center in Howell **"in advance"** to schedule your week of Journeyman upgrade/block training. All equipment is scheduled on a first-come, first-serve basis, so register early.

As the Apprentices have to meet their annual training requirements, as well as their graduation requirements, the Sam T. Hart Education Center in Howell is dedicated to the Apprentices for "upgrade training" on equipment during the months of December and January. However, **you may feel free to schedule any 40-hour "specialty classes" offered during this time.** We look forward to seeing you out back on equipment when we re-open for Journeymen on **FEBRUARY 8, 2021.**

Crane Upgrade Training – prior to getting on cranes, you must have attended a Basic Crane Class, or be currently working in the crane industry and have obtained approval from our Crane Instructors.

INSTRUCTORS	EXT.
CDL & Forklift	
Mike Love	#1705
Brad Ryznar	#1709
Civil Instructors	
Tim Butcher	#1726
Len Casteel	#1712
Bob Nash	#1723
Mark Zinser (Appr Coord)	#1714
Pat Zinser (Foreman)	#1704
Crane & Hoisting	
Rob Ackley (Foreman)	#1732
John Haberkorn (Appr Coord)	#1724
Shawn Page	#1717
James Sasser	#1725
Safety & Health	
Brad Ryznar	#1709
Leonard Casteel	#1712
Technician/Mechanic	
Steve McFarland (Appr Coord)	#1720
Tim Villareal	#1723

Equipment offered for upgrade training is as follows:

Backhoes
Cat 420D
Case 580M
John Deere 310SK
Cat 420F2

Cranes
Broderson IC200-2C
Broderson IC2003H
Grove RT650E
Grove 90T Truck Crane
Grove RT760 RTC
Linkbelt 298 Lattice Boom w/Luffer
Grove GRT-655
Linkbelt 8028 RTC
Linkbelt LS78 Clamshell
Linkbelt LS78 Dragline
Manitowoc 2900T Truck Crane
Manitowoc III Crawler
Philadelphia Tram Rail Overhead
Potain MDT 98 Tower
R.O. Stinger 16 Ton Boom Truck
Spyder Crane
Manitowoc 3900 B Crawler Crane

Dozers
Cat D4GXL
Cat D4GXL GPS
Cat D5K2L GPS
Cat D6H
Cat D6RXW
(2) Cat D7

End Dumps
Cat D300B
Volvo A25G
Volvo A25C

Excavators
CAT 329EL GPS
Cat 320D GPS
John Deere 210GLC
Cat 315CL
Cat 320DL w/Thumb
Cat 320D Next Gen.

Forklifts
Cat TH63
Cat T125D
Skytrack 6042

Graders
Cat 140G
Cat 120G
Champion 710A

Loaders
Cat 938K
Cat 950F II
Cat 950G

Rollers
Cat CP563 Sheepsfoot
Rexnord 848 Smooth Drum

Scrapers
Cat 613
(2) Cat 621
Cat 621E

Skidsteers
Cat 289D
Cat 277B
Bobcat T590

Support Equipment
Oshkosh Water Truck

Other Equipment
Vermeer D24x30 Directional Drill
John Deere 9220 Articulating Tractor w/Roller Blade
Cat 571 Side Boom
(2) Freightliner Truck (CDL)
(3) International 8600 Truck

REMEMBER: Equipment is scheduled on a first-come, first-serve basis.

BE PREPARED FOR THE JOBSITE

There are many upgrades, qualifications and certifications offered at the OE 324 Sam T. Hart Education Center to make sure you are the best prepared and are meeting the requirements for the jobsite. Below are lists of classes, qualifications and certifications available to Journeymen:

CIVIL

- Commercial Driver's License (CDL)
- Dozer – Basic
- Dozer – Advanced
- Excavator – Basic
- Excavator – Advanced
- Forklift Certification of Training
- Forklift Recertification of Training
- Gas Pipeline-Mainline, Distribution, and Oiler.
- GPS / Grade Control Systems
- Basic Grade (Stakes) Familiarization
- Grader – Basic
- Grader – Advanced
- Hazmat Training
- Horizontal Directional Drill
- Hydro – Excavation
- Loader – End Dump
- Mine Safety
- OSHA 10
- OSHA 30
- Paving
- Scraper
- Rubber Tire Backhoe

CRANE

- Basic Forklift 40-Hr
- Commercial Driver's License (CDL)
- Crane Assembly / Disassembly
- Crane – Basic
- Crane – Overhead (24-Hr)
- Crane – Rigging/ Signalperson
- Crane I
- Crane II
- Crane – Spyder Crane (16-Hr)
- Crane – Tower (40-Hr)
- Forklift Certification of Training
- Forklift Recertification of Training
- Luffing Jib Attachment
- Mine Safety
- NCCCO Mobile Crane Certification
  - Lattice Boom Crawler
  - Lattice Boom Truck
  - Large (Swing Cab) Telescopic
  - Small (Fixed Cab) Telescopic
- NCCCO Overhead Crane Certification
- NCCCO Rigger Certification
- NCCCO Signalperson Certification
- NCCCO Tower Crane Certification
- OSHA 10
- OSHA 30

MUST™ SAFETY TRAINING

Requires that organized Tradesmen and Tradeswomen pass all of the 18 safety awareness training modules.

The Safety Awareness Training Modules Include:

- Aerial Lifts
- Concrete and Masonry
- Confined Space Hazards
- Construction Worker Orientation (OSHA)
- Crane Safety
- Electrical Safety/Lockout-Tagout
- Fall Protection
- Fire Protection and Prevention
- Hand and Power Tool Safety
- Hazard Communication
- Health Hazards in Construction
- Ladder Safety
- Materials Handling
- Personal Protective Equipment
- Rigging
- Scaffolding
- Trenching and Excavation
- Welding

Signatory contractors that plan to work on projects for such owners as GM, Ford Motor Company, Chrysler Corporation and DTE Energy must ensure that all Local 324 members are in compliance with the MUST Safety Program Training. The JATF will pay the testing fee for members who are in good standing and are not employed by a contractor who contributes to the MUST drug and testing pool. Each test segment takes approximately 25-45 minutes and can be taken on any computer with a DSL or cable-modem internet hookup. Before testing, you must call the Sam T. Hart Education Center in Howell to get "activated" to test. If you do not have a computer available, you can use a friend's computer, or go to the library or you are welcome to use our computers here at the Sam T. Hart Education Center in Howell.

Training and testing will also be available to members from 7:30 am to 4:00 pm, Monday through Friday at the office in Bloomfield Township. Please contact Joe Schippa to schedule testing time in Grand Rapids. Computers at all sites will be assigned on a first-come, first-serve basis, and a sign-up sheet will be available.

For more information, visit: *www.mustonline.org*

SPECIALIZED CLASSES

IMPORTANT RECERTIFICATION INFORMATION: If you do not receive a recertification notice within 30 days of your expiration date, please contact the Sam T. Hart Education Center in Howell.

ASBESTOS - CONTRACTOR/SUPERVISOR INITIAL (40-HR)

Dates: As Interest Demands

State and federal laws (OSHA, EPA and DOT) require the use of accredited Contractor/Supervisors for all asbestos removal projects in schools, and public and commercial buildings. If you wish to attend this 40 hour class, please select the provider that is closest to your home using the following link:

https://w2.lara.state.mi.us/AsbestosProgram/Provider/Provider-Search

This will bring you to a page to select which provider you would prefer. Simply click on the drop down menu for the "Training Course Type" box and select "Contractor Supervisor Initial." This will bring up a list of providers with their location and phone number.

Once you have spoken with the provider to determine the date, cost and location of the Asbestos Contractor/Supervisor Training, contact us (888-256-9610) with the pertinent details. We'll work on this end to secure course arrangements on your behalf.

COMMERCIAL DRIVER'S LICENSE (CDL)

When You Are Ready For The Road Test Examination

A truck and trailer are available for road tests for any member of Local 324 in good standing.

How to schedule your CDL:

1. Take and pass your written test through the Secretary of State.
2. Call our office to get scheduled.

Your CDL road test will consist of:

- Inspection
- Skills test
- Road test
- Process paperwork

Please bring the following current paperwork with you to the road test:

1. Drivers license with picture photo
2. Temporary Instruction Permit
3. Union Card

CDL - ADVANCED (24-HR)

Dates: As Interest Demands

Pre-Requisite: Possess a CDL Class A with Trailer

This 24-hour course consists of all things safety with respect to load securement, loading and unloading and heavy-haul.

Objectives of this course include the following:

- Safety with loads
- Standards for tie-downs

This class consists of:

- 8 Hours Lecture
- 16 Hours Lab
- 24 Hours Total Instruction

CONCRETE SAWING (24-HR)

Class Code	Location	Dates	Time
CON112101	Howell	11/01/21 - 11/03/21	8:00 AM - 4:30 PM
CON042201	Howell	04/11/22 - 04/13/22	8:00 AM - 4:30 PM

The 3-day class will instruct our members on basic concrete sawing techniques. You will receive safety and technical knowledge and put it to practical use during the class.

Objectives of this course include the following:

- Safe operation of a concrete saw

This class consists of:

- 16 Hours Lecture
- 8 Hours Lab
- 24 Hours Total Instruction

CONFINED SPACE AWARENESS (24-HR)

Dates: As Interest Demands

This course is designed for anyone required to enter into confined spaces. Course covers OSHA standards, the importance of confined space entry safety and the consequences that can occur if precise practices and procedures are not followed, proper use of ventilation, the principles of atmospheric monitoring, permits required, identifying hazards involved and how to eliminate and control them, proper use of the protective and emergency equipment required, responsibilities of entrant and attendant and basic rescue techniques.

Objectives of this course include the following:

- Introduce students to complications of Confined Space Rescue

This class consists of:

- 16 Hours Lecture
- 8 Hours Lab
- 24 Hours Total Instruction

IF YOU ARE NEW TO CRANES...

If you are new to cranes or have limited experience in the crane industry and are not sure where to begin, a Basic Crane Class and a Rigging/Signalperson Class is the recommended place to start. These two classes, combined with additional practice, training and job site experience will help put you on the correct path to becoming a safe and productive Certified Crane Operator/Rigger/Signalperson.

Basic Crane Class → Rigging/Signalperson Class → Additional Hands-on Training and Job Site Experience → Attend classes specific to the designation of certification desired.

Raising Gang Joint Training

The "Raising Gang" project continues. The Operating Engineers and Iron Workers work together in this advanced 5-day training session to assemble and disassemble a 5-story steel-framed building. This training helps each trade understand the other's perspective and everyone can take the skills and communication learned into the field and work together as a cohesive group.

For the Raising Gang Class, the crane lifts the steel beams, while the Iron Workers secure them into place. The class will utilize a lattice boom craler crane with a boom/job combination from 160' to 285'. Then the crawler crane will make lifts erecting the iron and trusses up to 13,000 pounds.

CRANE - BASIC (40-HR)

Class Code	Location	Dates	Time
CRB112101	Howell	11/01/21 - 11/05/21	8:00 AM - 4:30 PM
CRB122101	Howell	12/13/21 - 12/17/21	8:00 AM - 4:30 PM
CRB012201 UP	Gladstone	01/17/22 - 01/21/22	8:00 AM - 4:30 PM
CRB012202	Howell	01/31/22 - 02/04/22	8:00 AM - 4:30 PM
CRB022201	Howell	02/28/22 - 03/04/22	8:00 AM - 4:30 PM
CRB032201	Howell	03/28/22 - 04/01/22	8:00 AM - 4:30 PM

We recommend that anyone with less than 2,000 hours of crane experience start with this Basic Crane Class.

This basic class teaches our members safety and technical matters related to craning. The class is designed for Journeymen who have had limited or no crane experience and want to get a better understanding of crane operator responsibilities. Students will learn crane components, proper machine setup, load charts, range diagrams and capacities, as well as mathematics used in craning, wire rope, rigging, oiling, maintenance, hand signals, barricades, safe shut down procedure, site hazards and access, crush/pinch points, tag-out, electrical hazards and procedures. The class also describes what a load moment indicator (LMI) is, it's components and how it works. This class is highly recommended before pursuing a CCO preparation class.

Objectives of this course include the following:

- Learn to interpret load and range diagrams
- Cover OSHA Subpart CC and ASME/ANSI B30.5 standards
- Crane setup
- Daily/monthly crane inspections
- Operator's responsibilities, authority and safety
- Personnel lifting requirement and standards

This class consists of:

- 32 Hours of Lecture
- 8 Hours of Lab
- 40 Hours Total Instruction

CRANE - RIGGER/SIGNALPERSON FUNDAMENTALS (for Mobile Equipment) (16-HR)

Class Code	Location	Dates	Time
CRG122101	Howell	12/28/21 - 12/29/21	8:00 AM - 4:30 PM
CRG022201	Howell	02/21/22 - 12/22/22	8:00 AM - 4:30 PM
CRG022202	Howell	02/24/22 - 02/25/22	8:00 AM - 4:30 PM
CRG032201	Howell	03/14/22 - 03/15/22	8:00 AM - 4:30 PM
CRG032202	Howell	03/17/22 - 03/18/22	8:00 AM - 4:30 PM
CRG032203UP	Gladstone	03/01/22 - 03/02/22	8:00 AM - 4:30 PM

This 2-day class is based on fundamentals of rigging and signaling for mobile equipment. Students will learn to properly identify and inspect various types of lifting slings and hardware. Proper application and basic hitches will also be covered. Next, the class will learn how to communicate and accurately signal various types of mobile equipment. Anyone involved with lifting and moving loads, or looking to become certified in rigging or signaling will benefit from this class.

Objectives of this course include the following:

- Basic OSHA and ANSI requirements
- Basic hitches and rigging techniques
- Signaling crane using OSHA guidelines
- Know OSHA approved signals for crane operations

This class consists of:

- 10 Hours Lecture
- 6 Hours Lab
- 16 Hours Total Instruction

DISASTER SITE WORKER (16-HR)

Dates: As Interest Demands

Prerequisite: OSHA-10 Hour or 30 Hour

This DSW 7600 Disaster Site Worker course gives the basic knowledge needed to respond to terrorist acts or natural disasters. This course focuses on understanding and recognizing hazards associated with working at disaster sites, becoming familiar with the Incident Command Structure, and the proper use of hazard controls, including personal protection equipment.

Objectives of this course include the following:

- Prepare member to assist at disaster sites
- Hazard recognition

This class consists of:

- 16 Hours Lecture
- 0 Hours Lab
- 16 Hours Total Instruction

DOZER - BASIC (40-HR)

Class Code	Location	Dates	Time
DZB102101	Howell	10/04/21 - 10/08/21	8:00 AM - 4:30 PM
DZB102102	Howell	10/11/21 - 10/15/21	8:00 AM - 4:30 PM
DZB112101	Howell	11/08/21 - 11/12/21	8:00 AM - 4:30 PM
DZB112102	Howell	11/29/21 - 12/03/21	8:00 AM - 4:30 PM
DZB122001	Howell	12/06/21 - 12/10/21	8:00 AM - 4:30 PM
DZB122102	Howell	12/13/21 - 12/17/21	8:00 AM - 4:30 PM
DZB012201	Howell	01/04/22 - 01/07/22 (4/10's)	7:00 AM - 5:30 PM
DZB012202	Howell	01/10/22 - 01/14/22	8:00 AM - 4:30 PM
DZB012203	Howell	01/17/22 - 01/21/22	8:00 AM - 4:30 PM
DZB012204	Howell	01/31/22 - 02/04/22	8:00 AM - 4:30 PM
DZB022201	Howell	02/07/22 - 02/11/22	8:00 AM - 4:30 PM
DZB022202	Howell	02/21/22 - 02/25/22	8:00 AM - 4:30 PM
DZB032201	Howell	03/28/22 - 04/01/22	8:00 AM - 4:30 PM
DZB042201	Howell	04/04/22 - 04/08/22	8:00 AM - 4:30 PM
DZB052201	Howell	05/09/22 - 05/13/22	8:00 AM - 4:30 PM

***Apprentices Only**

This class instructs our members on basic grade techniques. The classroom portion of the class will involve learning the basic principles of dozing, maintenance, and machine walk-around. You will take that knowledge and put it to use in a practical setting. A variety of scenarios will test your skills in basic dozer work.

Objectives of this course include the following:

- Safety standards for dozers
- Learn basic dozer techniques

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

DOZER - ADVANCED (40-HR)

Dates: As Interest Demands

This class is for the experienced operator or member who has completed the 40-Hour Basic Class and has good working knowledge of the machine. No Exceptions.

This class is for the experienced dozer operator. The classroom portion of the class will involve lectures and videos on the more advanced techniques of finish dozer work, such as sloping, gravel spreading, curb grading and ditching. Field work will involve finish grading projects, such as grading a parking lot, as well as cutting, filling, sloping, etc.

Objectives of this course include the following:

- Learn how to grade to finish grade (for example: parking lots)

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

DRONE/SMALL UNMANNED AIRCRAFT SYSTEMS (24-HR)

Class Code	Location	Dates	Time
DRN112101	Howell	11/29/21 - 12/01/21	8:00 AM - 4:30 PM

This course will describe the specific rules to allow the safe operation of Small Unmanned Aircraft Systems (sUAS) in the National Airspace System (NAS) specified in Title 14 of the Code of Federal Regulations (14CFR) Part 107. Discussions on forces on an aircraft in flight, principles of aerodynamics, three axis of motion, and fixed and rotor wing flight. Discussions in preparation for the FAA Aeronautical Knowledge Exam for an FAA Remote Pilot Certificate. Hands-on drone/sUAS flight and data collection will be included.

Objectives of this course include the following:

- Aviation Weather
- Airport Operations

This class consists of:

- 24 Hours - Introduction to sUAS Regulatory FAA Regulations

DRONE/sUAS PRACTICAL APPLICATIONS (24-HR)

Class Code	Location	Dates	Time
DRF032201	Howell	03/21/22 - 03/23/22	8:00 AM - 4:30 PM

Prerequisite: Must have passed the initial FAA Aeronautical Knowledge Exam and hold a current Remote Pilot Certificate.

This course will incorporate practical flight applications for the use of Small Unmanned Aircraft in construction project planning, site progress tracking, equipment and material monitoring and efficient safety inspections using captured hi-resolution photo data from student performed hands-on practical flights at the training center.

Objectives of this course include the following:

- Flight planning
- Pre-operational inspection
- Flight control characteristics
- Hands-on practical flights
- Flight parameter limitations
- Emergency procedures
- Performance flight times and wireless transmission
- Manufacturer recommended service and maintenance

This class consists of:

- 8 Hours Lecture
- 16 Hours Lab
- 24 Hours Total Instruction

DRONE/sUAS INSPECTION & DATA (24-HR)

Class Code	Location	Dates	Time
DRI052201	Howell	05/09/22 - 05/11/22	8:00 AM - 4:30 PM

Prerequisite:

1. **Must have passed the initial FAA Aeronautical Knowledge Exam and hold a current Remote Pilot Certificate**
2. **Must complete the Practical Applications Class**
3. **Must log a minimum of 10 total flight hours here on site**

This course will demonstrate methods for site planning, infrastructure and equipment inspections with the use of 3D and 2D modeling, FLIR, photogrammetry, instant measurements for elevations and volumes allowing the cost-effective, real-time quality assurance. With the use of intelligent inspection drones and leading software, we create a safer workplace and reduce construction cost and time.

Objectives of this course include the following:

- Minimizing danger and health risks.
- Ability to inspect hazardous and difficult to reach locations.
- Software familiarization photography.
- Videograph
- Collection of indepth and higher detailed data.
- Easily shareable data.

This class consists of:

- 8 Hours Lecture
- 16 Hours Lab
- 24 Hours Total Instruction

EXCAVATOR - BASIC (40-HR)

Class Code	Location	Dates	Time
EXC102101	Howell	10/11/21 - 10/15/21	8:00 AM - 4:30 PM
EXC102102	Howell	10/18/21 - 10/22/21	8:00 AM - 4:30 PM
EXC102103	Howell	10/25/21 - 10/29/21	8:00 AM - 4:30 PM
EXC112101	Howell	11/08/21 - 11/12/21	8:00 AM - 4:30 PM
EXC112102	Howell	11/29/21 - 12/03/21	8:00 AM - 4:30 PM
EXC122101	Howell	12/06/21 - 12/10/21	8:00 AM - 4:30 PM
EXC122102	Howell	12/13/21 - 12/17/21	8:00 AM - 4:30 PM
EXC012201	Howell	01/04/22 - 01/07/22 (4/10's)	7:00 AM - 5:30 PM
EXC012202	Howell	01/10/22 - 01/14/22	8:00 AM - 4:30 PM
EXC012203	Howell	01/17/22 - 01/21/22	8:00 AM - 4:30 PM
EXC012204	Howell	01/31/22 - 02/04/22	8:00 AM - 4:30 PM
EXC022201	Howell	02/07/22 - 02/11/22	8:00 AM - 4:30 PM
EXC022202	Howell	02/21/22 - 02/25/22	7:00 AM - 5:30 PM
EXC032201	Howell	03/28/22 - 04/01/22	8:00 AM - 4:30 PM
EXC042201	Howell	04/04/22 - 04/08/22	8:00 AM - 4:30 PM
EXC052201	Howell	05/09/22 - 05/13/22	8:00 AM - 4:30 PM

***Apprentices Only**

This class is designed for those members who have never worked with an excavator before. The class will cover safety issues and help the beginning excavator operator understand the basic concepts.

Objectives of this course include the following:

- Learn to safely and effectively use the excavator

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

EXCAVATOR - ADVANCED (40-HR)

Dates: As Interest Demands

This class is for the experienced operator or member who has completed the 40-Hour Basic Class and has good working knowledge of the machine. No Exceptions.

This class is designed for the Operating Engineer who currently has experience operating an excavator. This course will cover OSHA Standards, as well as hands-on training for proper trenching techniques, installation of protective systems – trench box, digging footings, sub-grades, working slopes with a ditching bucket and laying pipe.

Objectives of this course include the following:

- Learn to safely and effectively use the excavator

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

FIRST AID/CPR/AED INITIAL

Class Code	Location	Dates	Time
FA1102101	Howell	10/28/21	8:00 AM - 4:30 PM
FA1112101	Howell	11/04/21	8:00 AM - 4:30 PM
FA1122101	Howell	12/16/21	8:00 AM - 4:30 PM
FA1012201	Howell	01/13/22	8:00 AM - 4:30 PM
FA1022201	Howell	02/10/22	8:00 AM - 4:30 PM
FA1032201	Howell	03/03/22	8:00 AM - 4:30 PM
FA1042201	Howell	04/14/22	8:00 AM - 4:30 PM
FA1042202	Howell	04/28/22	8:00 AM - 4:30 PM

The initial First Aid/CPR/AED class is offered to you and your family, at no expense. **An annual refresher is required for this course, which is also at no expense and available to spouses or family members.**

Mine Safety Workers: Any person who is attending the 24-hour Mine Safety class will receive the Initial First Aid/CPR/AED training within that class along with refreshers.

Objectives of this course include the following:

- Learn required information and techniques to obtain First Aid/CPR/AED certification card

This class consists of:

- 8 Hours Lecture
- 0 Hours Lab
- 8 Hours Total Instruction

FORKLIFT Certification of Training - TECHNICAL (4-HR) AND PRACTICAL (1-HR)

IMPORTANT RECERTIFICATION INFORMATION: If you do not receive a recertification notice within 30 days of your expiration date, please contact the Sam T. Hart Education Center in Howell.

Class Code	Location	Dates	Time
FL1102101	Howell	10/12/21	8:00 AM - 12:00 PM
FL1112101	Howell	11/09/21	8:00 AM - 12:00 PM
FL1122101	Howell	12/14/21	8:00 AM - 12:00 PM
FL1012201UP	Gladstone	01/07/22	8:00 AM - 12:00 PM
FL1012201	Howell	01/11/22	8:00 AM - 12:00 PM
FL1022201	Howell	02/08/22	8:00 AM - 12:00 PM
FL1032201	Howell	03/08/22	8:00 AM - 12:00 PM
FL1042201	Howell	04/12/22	8:00 AM - 12:00 PM
FL1052201	Howell	05/10/22	8:00 AM - 12:00 PM
FL1032201UP	Gladstone	03/03/22	8:00 AM - 12:00 PM

Current MIOSHA rules require that employers make sure that only trained and authorized operators shall be permitted to operate a powered industrial truck. This includes both industrial and rough terrain type models. Class will include discussion on various forklifts and will evaluate your knowledge of the Part 21 Standard. **This session is not intended to be a training course.** Technical Class will run 8:00 am to 12:00 pm, and Practical Class will follow immediately thereafter. Please Note: Proper PPE (hardhat and hi-vis) is required for practical testing.

Objectives of this course include the following:

- Give understanding of forklift operation, safety and inspection
- Covers OSHA Standard 1910.178 and ASME/ANSI Standards
- Fuel/propane handling and storage
- Prove ability to properly inspect a forklift
- Be able to maneuver a forklift with a load through obstacles proficiently

This class consists of:

- 4 Hours Lecture
- 1 Hour Lab
- 5 Hours Total Instruction

FORKLIFT RECERTIFICATION (2-HR)

Please Note: You will no longer be automatically scheduled into a recertification class. When you receive your reminder notice via mail please call and schedule a recertification date. These classes are held monthly and on an as-needed basis. Failure to recertify will require that you take both the Technical and Practical portion of the certification process again.

For your ease and convenience, we will be holding "regional" Forklift Recertification Classes on an annual basis (in addition to the regularly scheduled recertification classes at the Sam T. Hart Education Center in Howell).

Please call to register for a class before your expiration date.

Objectives of this course include the following:

- Give understanding of forklift operation, safety and inspection
- Covers OSHA Standard 1910.178 and ASME/ANSI Standards
- Fuel/propane handling and storage

This class consists of:

- 2 Hours Lecture
- 0 Hours Lab
- 2 Hours Total Instruction

Northern Lower Peninsula	Grand Rapids	Gladstone
Ramada Hotel 2650 I-75 Bus. Loop Grayling, MI	Western Michigan Construction Career Center 900 40th St. SE Grand Rapids, MI	Northern Michigan Construction Training Center 802 Clark Drive Gladstone, MI

FORKLIFT - BASIC 40-HR

Class Code	Location	Dates	Time
FL4112101	Howell	11/29/21 - 12/03/21	8:00 AM - 4:30 PM
FL4122101	Howell	12/06/21 - 12/10/21	8:00 AM - 4:30 PM
FL4012201	Howell	01/24/22 - 01/28/22	8:00 AM - 4:30 PM
FL4022201	Howell	02/21/22 - 02/25/22	8:00 AM - 4:30 PM
FL4032201	Howell	03/21/22 - 03/25/22	8:00 AM - 4:30 PM
FL4042201	Howell	04/18/22 - 04/22/22	8:00 AM - 4:30 PM

As the demand for skilled forklift operators increases, this class is the starting point to successfully filling these seats. In this 40 hour class the student will gain the technical knowledge needed for the safe operation of both Rough Terrain Forklifts and Industrial Forklifts while having the opportunity to develop skills with hands on training. The week will wrap up with a written and practical evaluation to get the Certificate of Training required by the contractors.

Objectives of this course include the following:

- Be able to utilize manufacturer operating manuals
- Learn how to perfrom a shift inspection on R.T. & Ind. Forklifts
- Understand MIOSHA/OSHA applicable regulaions
- Load chart/Capacity interpretation and use
- Lift planning and proper execution
- Develop operating skills in multiple "job site" scenarios
- Become familiar with the limitations of each type of forklift

This class consists of:

- 8 Hours Lecture
- 32 Hour Lab
- 40 Hours Total Instruction

GAS PIPELINE- MAINLINE, DISTRIBUTION, AND OILER (80-HR)

Class Code	Location	Dates	Time
DS1022201A&B	Howell	02/28/22 - 03/11/22	8:00 AM - 4:30 PM
DS1032202A&B	Howell	03/14/22 - 03/25/22	8:00 AM - 4:30 PM

*You must be invited to attend the third "Advanced" class.

This 80-hour course includes detailed theoretical and practical instruction on equipment maintenance; machine operation, controls and operating techniques for rubber-tire backhoes, small excavators, trenchers and small sidebooms. Also included: MIOSHA and General Industry Standards, Protection of Underground Facilities, Michigan Public Act 53, Part 9, Excavation Trenching and Shoring Principles, Part 10, and Operation of Lifting and Digging Equipment. This class will also cover some aspects of main line pipeline (cross country).

The advanced portion of this class will be doing joint training with Welders and Laborers doing actual on-the-job scenarios.

Objectives of this course include the following:

- Learn various soil qualities
- How to dig straight and flat-bottom ditches
- How to dig sidebends, sags and overbends
- How to slope
- How to dig up and hand-dig for utilities
- How to install gas mains properly

This class consists of:

- 16 Hours Lecture
- 64 Hours Lab
- 80 Hours Total Instruction

GRADER - BASIC (40-HR)

Class Code	Location	Dates	Time
GR102101	Howell	10/18/21 - 10/22/21	8:00 AM - 4:30 PM
GR042201	Howell	04/18/22 - 04/22/22	8:00 AM - 4:30 PM

This 40-hour class is for the Journeyman or Apprentice with no prior grading experience. This class will help the beginning Grader Operator understand the basic concepts of sloping, crowning a road and ditching. A substantial portion of the class will take place outside grading small road projects, ditching and cutting slopes.

Objectives of this course include the following:

- Basic grade stake reading
- How to apply stakes to grade checking
- Building crown roadways
- Cutting ditches
- Safety standards for graders

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

GRADE CONTROL SYSTEM EQUIPMENT (40-HR)

Class Code	Location	Dates	Time
GPS042201	Howell	04/18/22 - 04/22/22	8:00 AM - 4:30 PM

This 40-hour course follows the 3-day Grade Control System Technology Class. In this class, you will spend most of your time on the equipment utilizing the Trimble and/or TopCon Grade Control Systems. This technology is used for roadwork, earthwork and utility location. Instruction will include offsetting grade horizontally and vertically from surfaces. You will also create fundamental designs using the control box, as well as recording data for office use.

Objectives of this course include the following:

- Grade control system setup
- Practical use of the system

This class consists of:

- 4 Hours Lecture
- 36 Hours Lab
- 40 Hours Total Instruction

GRADE CONTROL SYSTEMS TECHNOLOGY (24-HR)

Type	Class Code	Location	Dates	Time
TopCon	GTC102101	Howell	10/11/21 - 10/13/21	8:00 AM - 4:30 PM
TopCon	GTC112101	Howell	11/08/21 - 11/10/21	8:00 AM - 4:30 PM
TopCon	GTC012201	Howell	01/04/22 - 01/06/22	8:00 AM - 4:30 PM
Earthworks	GT2102101	Howell	10/04/21 - 10/06/21	8:00 AM - 4:30 PM
Earthworks	GT2122101	Howell	12/06/21 - 12/10/21	8:00 AM - 4:30 PM
Earthworks	GT2012201	Howell	01/10/22 - 01/12/22	8:00 AM - 4:30 PM
Earthworks	GT2032201	Howell	03/28/22 - 03/30/22	8:00 AM - 4:30 PM
GCS-900	GTR102101	Howell	10/18/21 - 10/20/21	8:00 AM - 4:30 PM
GCS-900	GTR112101	Howell	11/29/21 - 12/01/21	8:00 AM - 4:30 PM
GCS-900	GTR012201	Howell	01/24/22 - 01/26/22	8:00 AM - 4:30 PM
GCS-900	GTR032201	Howell	03/07/22 - 03/10/22	8:00 AM - 4:30 PM

TopCon – Recommended for members that want to further their knowledge on control systems. The TopCon 3D-MC2 and TopCon 3D-Max class will help to prepare members for the future of semi-automated machine control operation.

Trimble GCS-900 – We will be lecturing on Trimble grade control systems. We will instruct our members in the use of this innovative technology. Grade control systems are used for roadwork, earthwork and utility location.

Trimble Earthworks – Trimble Earthworks is next generation machine control system that uses an Android-based touchscreen for the operator station. A complete understanding of previous generations of grade control systems is required before taking this class. Pre-requisite: Must have completed the first Trimble class (GCS-900).

Objectives of this course include the following:

- Component description and system structure
- Control box navigation
- Sensor and valve calibrations
- Working surfaces – Vertical and horizontal offsets
- Benching machine and blade wear entry
- Machine diagnostics
- Restore settings using USB drive
- Productive workflows using GNSS

This class consists of:

- 2 Hours Lecture
- 4 Hours Elearning
- 18 Hours Hands-On/ Classroom
- 24 Hours Total Instruction

BASIC GRADE (STAKES) FAMILIARIZATION (40-HR)

Class Code	Location	Dates	Time
GS102101	Howell	10/25/21 - 10/29/21	8:00 AM - 4:30 PM
GS112101	Howell	11/01/21 - 11/05/21	8:00 AM - 4:30 PM
GS112102	Howell	11/15/21 - 11/19/21	8:00 AM - 4:30 PM
GS022201	Howell	02/14/22 - 02/18/22	8:00 AM - 4:30 PM
GS022202	Howell	02/28/22 - 03/04/22	8:00 AM - 4:30 PM
GS032201	Howell	03/21/22 - 03/25/22	8:00 AM - 4:30 PM
GS042201	Howell	04/11/22 - 04/14/22 (4/10's)	7:00 AM - 5:30 PM
GS042202	Howell	04/25/22 - 04/29/22	8:00 AM - 4:30 PM
GS052201	Howell	05/09/22 - 05/13/22	8:00 AM - 4:30 PM

***Apprentices Only**

This 40-hour Grade Program is vital to all those who work heavy highway and site development construction projects. The course was specifically designed to compliment the Understanding of Grade Stakes, Principles of Math Techniques and Responsibilities of the Grade Operator.

Objectives of this course include the following:

- Introduction to grade technology
- Introduction to instrumentation including math and responsibilities associated with grade checking

This class consists of:

- 24 Hours Lecture
- 16 Hours Lab
- 40 Hours Total Instruction

GRADER - ADVANCED (40-HR)

Dates: As Interest Demands

This class is for the experienced operator or member who has completed the 40-Hour Basic Grader Class and has good working knowledge of grades and stakes. No Exceptions.

Objectives of this course include the following:

- Learn calibration and setup of GPS/Grade Control Systems
- Learn one or more of the advanced techniques
- Checking your own grade

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

Advanced grader training will focus on training the "finish" grader operator.

This class will concentrate on advanced grader techniques and can be customized for your special needs to make you a better finish grader operator. Some of the areas you may wish to choose from include advanced finish grading with grade stakes, cutting curbs with string line, material spreading, advanced ditching with flat bottoms, cross grading large areas such as a parking lots or football fields, cutting subgrades with scraper, or work on cul-de-sacs, roadway approaches and side-saddle blade offsets. Also, learn GPS.

HAZWOPER TRAINING PROGRAM (40-HR)

IMPORTANT RECERTIFICATION INFORMATION: If you do not receive a recertification notice within 30 days of your expiration date, please contact the Sam T. Hart Education Center in Howell. If you missed your recertification, you must contact the Sam T. Hart Education Center to get back on our list for recertification with us.

Class Code	Location	Dates	Time
HZT032201	Howell	3/14/22 - 3/18/22	8:00 AM - 4:30 PM

Successful completion of this course certifies students in accordance with Federal OSHA 29 CFR 1910.120 and complies with MIOSHA R325.52101 Part 432 Hazardous Waste Operations and Emergency Response. To accomplish this, a combination of both hands-on and classroom time is mandatory. Students will be provided a comprehensive understanding of the risks posed by Hazmat work and knowledge of the safety measures that must be in use as a prerequisite for the worker entering a Hazmat site.

Objectives of this course include the following:

- To raise awareness of hazardous waste by introducing the federal and state laws
- To aid in comprehension of safely working with hazardous waste by conducting assorted hands-on and practical exercises
- To give the students a fundamental knowledge of all four levels of protection in use on a Hazmat job
- To train the students on the employer/ employee responsibilities on a Hazmat job

This class consists of:

- 30 Hours Lecture
- 10 Hours Lab
- 40 Hours Total Instruction

HORIZONTAL DIRECTIONAL DRILL (80-HOUR)

Class Code	Location	Dates	Time
HDD112101A&B	Howell	11/08/21 - 11/19/21	8:00 AM - 4:30 PM
HDD112103A&B	Howell	11/29/21 - 12/10/21	8:00 AM - 4:30 PM
HDD022201A&B	Howell	02/28/22 - 03/11/22	8:00 AM - 4:30 PM
HDD032203A&B	Howell	03/14/22 - 03/25/22	8:00 AM - 4:30 PM

This 80-hour Horizontal Directional Drill (HDD) class prepares our members for the "Trenchless Technology" that uses horizontal boring machines for utility, pipeline and environmental cleanup work traditionally done with an excavator. The course will include instruction in the principles of directional drilling, drilling fluids, pre-planning and setup, along with hands-on instruction on a directional boring machine and locating devices. The directional boring operator shares all duties with a small crew and these duties range from aboveground locating to various physical tasks to maintain, transport and operate the machine.

Objectives of this course include the following:

- Learn safe operation
- Learn all various application of Horizontal Directional Drill
- Learn how to use F-5 locator
- Learn HDD terminology and vocabulary
- Learn Miss Dig law

This class consists of:

- 20 Hours Lecture
- 60 Hours Lab
- 80 Hours Total Instruction

HYDRO EXCAVATION (16-HR)

Local 324 is currently seeing an increase in demand for Operating Engineers qualified to operate this type of equipment throughout our state. Local governments, as well as pipeline and oil, gas and chemical industries see hydro-excavation as the most effective way to protect their infrastructure, the public and the environment from the possibility of a catastrophic failure due to a utility strike.

These courses are offered in Crosby, Texas at the International Training Facility. Please visit **IUOE.org** and click on 'Training' to find course schedules and registration details.

HYDRO TESTING (8-HR)

Hydrostatic testing has long been used to determine and verify integrity. Several types of information can be obtained through this verification process. Hydrostatic testing requirements and restrictions for hazardous pipelines are specified in 49 CFR 195 Subpart E and Natural Gas 49 CFR 192 Subpart 3.

These courses are offered in Crosby, Texas at the International Training Facility. Please visit **IUOE.org** and click on 'Training' to find course schedules and registration details.

LABOR EDUCATION (24-HOUR)

Class Code	Location	Dates	Time
LE112101	Howell	11/22/21 - 11/24/21	8:00 AM - 4:30 PM
LE122101	Howell	12/13/21 - 12/15/21	8:00 AM - 4:30 PM
LE012201	Howell	01/19/22 - 01/21/22	8:00 AM - 4:30 PM
LE022201	Howell	02/23/22 - 02/25/22	8:00 AM - 4:30 PM
LE022202	Howell	02/28/22 - 03/02/22	8:00 AM - 4:30 PM
LE032201	Howell	03/28/22 - 03/30/22	8:00 AM - 4:30 PM

Labor Education is a three-day orientation class into the world of organized labor. This course covers the history of organized labor, as well as some of the more current issues that our organizations are facing. Topics specific to the International Union of Operating Engineers and Local 324 will also be covered in depth such as our constitution, bylaws, organizational structure and politics. New members as well as seasoned journeymen are all welcome and encouraged to attend.

Objectives of this course include the following:

- Gain knowledge of early labor organizations and labor leaders
- Learn about the working relationship between associations that Local 324 interfaces with and their history

This class consists of:

- 24 Hours Lecture
- 0 Hours Lab
- 24 Hours Total Instruction

LOADER (40-HR)

Class Code	Location	Dates	Time
LD102101	Howell	10/04/21 - 10/08/21	8:00 AM - 4:30 PM
LD102102	Howell	10/18/21 - 10/22/21	8:00 AM - 4:30 PM
LD102103	Howell	10/25/21 - 10/29/21	8:00 AM - 4:30 PM
LD112101	Howell	11/08/21 - 11/12/21	8:00 AM - 4:30 PM
LD112102	Howell	11/29/21 - 12/03/21	8:00 AM - 4:30 PM
LD122101	Howell	12/06/21 - 12/10/21	8:00 AM - 4:30 PM
LD012201	Howell	01/10/22 - 01/14/22	8:00 AM - 4:30 PM
LD022202	Howell	01/31/22 - 02/04/22	8:00 AM - 4:30 PM
LD022201	Howell	02/14/22 - 02/18/22	8:00 AM - 4:30 PM
LD022202	Howell	02/28/22 - 03/04/22	8:00 AM - 4:30 PM
LD032201	Howell	03/14/22 - 03/18/22	8:00 AM - 4:30 PM
LD042201	Howell	04/11/22 - 04/14/22 (4/10's)	7:00 AM - 5:30 PM
LD042202	Howell	04/18/22 - 04/22/22	8:00 AM - 4:30 PM
LD042203	Howell	04/25/22 - 04/29/22	8:00 AM - 4:30 PM

***Apprentices Only**

This 40-hour beginner class has been designed for the Journeyman or Apprentice who has little or no experience operating a loader. The class will cover safety issues and help the member understand the basic concepts of loader operations.

Objectives of this course include the following:

- Introduction to the safe operation of the loader

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

MINE SAFETY (24-HR)

IMPORTANT RECERTIFICATION INFORMATION: If you do not receive a recertification notice within 30 days of your expiration date, please contact the Sam T. Hart Education Center to get scheduled. If you missed your recertification, you must contact the Sam T. Hart Education Center to get back on our list to recertify with us.

Class Code	Location	Dates	Time
MS012201UP	Gladstone	01/03/22 - 01/05/22	8:00 AM - 4:30 PM
MS012201	Howell	01/10/22 - 01/12/22	8:00 AM - 4:30 PM
MS022201	Howell	02/07/22 - 02/09/22	8:00 AM - 4:30 PM
MS022202	Howell	02/14/22 - 02/16/22	8:00 AM - 4:30 PM
MS032201	Howell	03/07/22 - 03/09/22	8:00 AM - 4:30 PM
MS032202	Howell	03/14/22 - 03/16/22	8:00 AM - 4:30 PM
MS032203	Howell	03/21/22 - 03/23/22	8:00 AM - 4:30 PM
MS042201	Howell	04/04/22 - 04/06/22	8:00 AM - 4:30 PM

MINE SAFETY (24-HR) Cont.

The Mine Safety and Health Administration (MSHA) states all miners must be trained before starting work at mine sites. There are two basic mine types.

Part 48 Mine - Metal, non-metal, underground - Before starting work at a Part 48 mine, a miner must complete 24 hours of new miner training. Upon completion of Part 48, you will automatically be certified to work under **Part 46 Mine - Sand, gravel, crushed stone, shell dredging, surface clay, phosphate or surface limestone mines.**

This class requires 8 hours of First Aid/CPR/AED training, administered through the Training and Education Center.

Objectives of this course include the following:

- Introduction to the statutory rights of miners and their representatives under the Act
- Authority and responsibility of supervisors
- Self-rescue and respiratory devices
- Transportation controls and communication systems
- Introduction to the work environment
- Escape and emergency evacuation plans, firewarning and firefighting
- Ground control, working in areas of highwalls, water hazards, pits and spoil banks, illumination and night work
- Study hazard recognition, electrical hazards, first aid and explosives
- Health and safety aspects of the tasks to which the new miner will be assigned
- Such other courses as may be required by the District Manager based on circumstances and conditions at the mine

This class consists of:

- 24 Hours Lecture
- 0 Hours Lab
- 24 Hours Total Instruction

OSHA 10-HOUR CONSTRUCTION

Class Code	Location	Dates	Time
OS1102101	Howell	10/18/21 - 10/19/21	8:00 AM - 4:30 PM

This 10-hour construction OSHA program is intended to provide instruction on construction industry safety and health topics and to introduce participants to the OSHA Safety Standards. Upon completion of the 10-hour course, participants will receive credentials directly from OSHA. This safety and health training is becoming a requirement for work on projects by many contractors or their customers. This OSHA class is a 2-day course. Upon completion, this course will provide an update of 9 of the 18 MUST modules and will extend your expiration date for those modules out 4 years from the date of class completion.

(General Industry OSHA 10 is also available.)

In the event you cannot attend one of our scheduled classes, you now have the option of taking the course online. It will still take you 10-hours to complete. Please note that we **require you to use the online program that is linked with the "MUSTonline.org."** You must pay the required fee of $59 for OSHA 10-Hour. Print out your payment receipt and mail in a copy to us with a copy of the "yellow" certification card that will be sent to you in the mail after completing the course. We can then reimburse you.

Objectives of this course include the following:

- Introduction to OSHA
- OSHA Focus Four Hazards – including: Fall Protection, Electrical, Struck By, Caught In/Between
- Personal Protection and Lifesaving Equipment
- Health Hazards in Construction – including: Hazard Communication and Silica
- Electives: Materials Handling, Storage, Use and Disposal; Tools – Hand and Power; Scaffolds; Cranes, Derricks, Hoists, Elevators, and Conveyors; Excavations; Stairways and Ladders

This class consists of:

- 10 Hours Lecture
- 0 Hours Lab
- 10 Hours Total Instruction

OSHA 30-HOUR CONSTRUCTION

Class Code	Location	Dates	Time
OS3112101	Howell	11/29/21 - 12/03/21	7:30 AM - 4:30 PM
OS3122101	Howell	12/06/21 - 12/09/21	7:30 AM - 4:30 PM
OS3012201	Howell	01/10/22 - 01/13/22	7:30 AM - 4:30 PM
OS3022201	Howell	02/07/22 - 02/09/22	7:30 AM - 4:30 PM
OS3022202	Howell	02/21/22 - 02/24/22	7:30 AM - 4:30 PM
OS3032201	Howell	03/07/22 - 03/10/22	7:30 AM - 4:30 PM
OS3032202	Howell	03/28/22 - 03/30/22	7:30 AM - 4:30 PM
OS3042201	Howell	04/04/22 - 04/07/22	7:30 AM - 4:30 PM
OS3042202	Howell	04/18/22 - 04/21/22	7:30 AM - 4:30 PM

This course covers thirty (30) hours (four days) of training to recieve the OSHA 30-Hour Construction Industry course completion card. The course is comprised of several sections and covers topics pertaining to regulations covered by Standard 29 CFR 1926. The successful completion of this course will help meet the Construction Industry Standards established by OSHA. Upon completion, this course will provide an update of all 18 MUST modules and will extend your expiration date out 4 years from the date of class completion.

Please double-check your calendar prior to scheduling this class to be sure you can be in attendance for the full 30-hours.

(General Industry OSHA 30 also available)

In the event you cannot attend one of our scheduled classes, you now have the option of taking the course online. It will still take you 30-hours to complete. Please see next page for step-by-step instructions.

Objectives of this course include the following:

- Introduction to OSHA
- OSHA Focus Four Hazards – including: Fall Protection, Electrical, Struck By, Caught In/Between
- Personal Protective and Lifesaving Equipment
- Health Hazards in Construction – including: Hazard Communication and Silica
- Stairways and Ladders

Electives (as follows):

- Fire Protection and Prevention
- Materials Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Welding and Cutting
- Scaffolds
- Cranes, Derricks, Hoists, Elevators, and Conveyors
- Confined Space
- Concrete and Masonry Construction
- Steel Erection
- Safety and Health Program
- Excavation
- Powered Industrial Vehicles
- Ergonomics
- Motor Vehicles, Mechanized Equipment and Marine Operations; Rollover Protective Structures and Overhead Protection; and Signs, Signals and Barricades

This class consists of:

- 30 Hours Lecture
- 0 Hours Lab
- 30 Hours Total Instruction

MUST OSHA 30

This OSHA 30 class will be the equivalent of the class taken at the Training Center. Upon completion you must submit your receipt and Certificate of Completion to the Sam T. Hart Education Center to get reimbursed and class credit. You may send this via mail or email.

Instructions:

Step #1: Log on to the MUST web page. **www.mustbsafe.com**

1. Username is full social security number (no spaces or dashes).
2. Password is the first 4 digits of social security number.

Step #2: Scroll to bottom of page and click "Online OSHA 10/30". Click "ok" when it asks to redirect you off site.

Step #3: Once the new page is open, on the left-hand side near the bottom click "OSHA 10/30 Programs"

Step #4: The screen will change, look to the far right of screen to find "OSHA 30: Construction Industry Outreach Training" and now click "add to cart". When the box pops up you will then click on "view cart". Once you are viewing your cart you will click on "secure checkout".

Step #5: You must now create an individual MUST account by clicking on "Create an individual account"

1. Accept the terms and conditions.
2. Fill in billing information section.
3. Fill in account information.

Step #6: You may now enter your discount code using the code IUOE152021. The total should adjust to $135.15.

1. Now finish filling out credit card information.
2. Print receipt and save PDF for future documentation.
3. Follow prompts to access training.

Step #7: You must have a receipt and a Certificate of Completion to get reimbursed the $135.15.

If you have any problems, you may contact the Operating Engineers Local 324 Sam T. Hart Education Center at 517-546-9610.

PAVING (40-HR)

Dates: As Interest Demands

This 40-hour class has been developed to teach Journeymen and Apprentices the fundamentals of paving, from operating the paver and working with the screed on grade and crowns, to operating the roller in a variety of scenarios. The majority of this class will consist of training in the field so students can get the practical "hands-on" experience on both the paving and rolling equipment.

Objectives of this course include the following:

- Introduction to safe operation of paving equipment
- Introduction to safe operation of rolling equipment

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

SCRAPER CLASS (40-HR)

Dates: As Interest Demands

This class is designed for the individual with no prior experience operating a scraper. It will help the Journeyman or Apprentice understand the fundamentals. The majority of this class will have the member outside gaining practical "hands-on" experience on the machine using a variety of job-related situations.

Objectives of this course include the following:

- Introduction to safe operation of the scraper
- Orientation to working with a self-elevating scraper and push cat doing a combination of cuts, fills and finish grading

This class consists of:

- 2 Hours Lecture
- 38 Hours Lab
- 40 Hours Total Instruction

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.

49% of our employees are local residents

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 attached

BAILEY EXCAVATING, INC.

Print Firm Name/Principal

Signature/Principal

September 6, 2022

Date

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller);Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

RATE	WORK HOURS	TRAINING HOURS-CUMULATIVE
75%	0-1,000	75 Plus
80%	1,001-2,000	75 Plus
85%	2,001-3,000	75 Plus
90%	3,001-4,000	75 Plus
95%	4,0001-5,000	75 Plus
100%	5,0001	Journeyman

LABORER'S

All registered Apprentices will work in accordance with wage and training requirements.

Rate	Work Hours	Training Hours – Cumulative
75%	0 – 1,000	75 Plus
80%	1,001 – 2,000	75 Plus
85%	2,001 – 3,000	75 Plus
95%	3,001 – 4,000	75 Plus

All percentages are calculated on the Base Rate. All fringe benefits are paid at 100%.
This language must comply with all MDOT specifications.

Class 1: Asphalt Shoveler or loader, asphalt plant misc., asphalt raker tender, burlap man, carpenters' tender, yard man, guard rail builder's tender, Earth Retention barrier and wall and M.S.E. Wall Installers Tender, Highway and median barrier installers tender (including sound, retaining and crash barriers), fence erector's tender, dumper (wagon, Truck, etc.), joint filling labor, misc., unskilled labor, sprinkler labor, form setting labor, form stripper, pavement reinforcing, handling and placing (e.g., wire mesh, steel mats, dowel bars, etc.), mason's or bricklayer's tender on manholes, manhole builder, headwalls, etc., waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning, bridge painting, etc., (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal, Material Recycling Laborer, Horizontal Paver Laborer (brick, concrete, clay, stone and asphalt), Ground Stabilization and Modification Laborer, grouting, waterblasting, Top Man, and railroad track and trestle laborer, sign installer and remote control operated equipment.

Class 2: Mixer operator, (less than 5 sacks), air or electric tool operator (jack hammer, etc.), spreader, boxman (asphalt, stone, gravel, etc.), concrete paddler, power chain saw operator, paving batch truck dumper, tunnel mucker (highway work only), concrete saw operator (under 40 hp), dry pack machine, and roto-mill grounds person.

Class 3: Tunnel miner (highway work only), finishers tenders, guard rail builder, highway and median barrier installer, Earth Retention Barrier and wall and M.S.E. wall installer (including sound, retaining and crash barriers), fence erector, bottom man, powder man, wagon drill, and air track operator, curb and side rail setter's tender, diamond and core drills (per agreement between the Laborers and Operating Engineers International Union dated February 3, 1954), grade checker and certified welder.

Class 4: Asphalt raker.

Class 5: Pipe Layers, oxy-gun.

Class 6: Line-Form setter for curb or pavement, and asphalt screed checker/screw man on asphalt paving machines.

Class 7: Concrete Specialist - The Classification of Concrete Specialist shall include the finishing and troweling, of cast in place or precast concrete by any and all methods. Laborers who have the necessary skills to be classified as a Concrete Specialist and perform the work shall be paid the following wage and fringe benefit scale.

NO. 42

LiUNA!
Feel the Power

Our Union is proud to operate four training centers that offer U.S. Department of Labor approved certified training courses through the Michigan Laborers Training & Apprentice Institute (MLTAI). For over forty years, MLTAI has trained new Laborers in our apprenticeship program and helped existing Members upgrade their skills.

If you are a Member, and would like to sign up for classes, please contact your Local Union. If you are not a Member, and would like to learn more about our apprenticeship program, please visit our information sign up form here.

$42 Million
We take training seriously and that is why we have invested over $42

$20 Million
Laborers are reimbursed training expenses, and as a result, we have paid

42,000
We have trained over 42,000 Laborers since the founding of our training

LiUNA!
Feel the Power

cost to
taxpayers.

COURSES OFFERED



















MICHIGAN LABORERS DISTRICT COUNCIL

1118 Centennial Way Ste 100,
Lansing, MI 48917,
USA

(517) 321-2349

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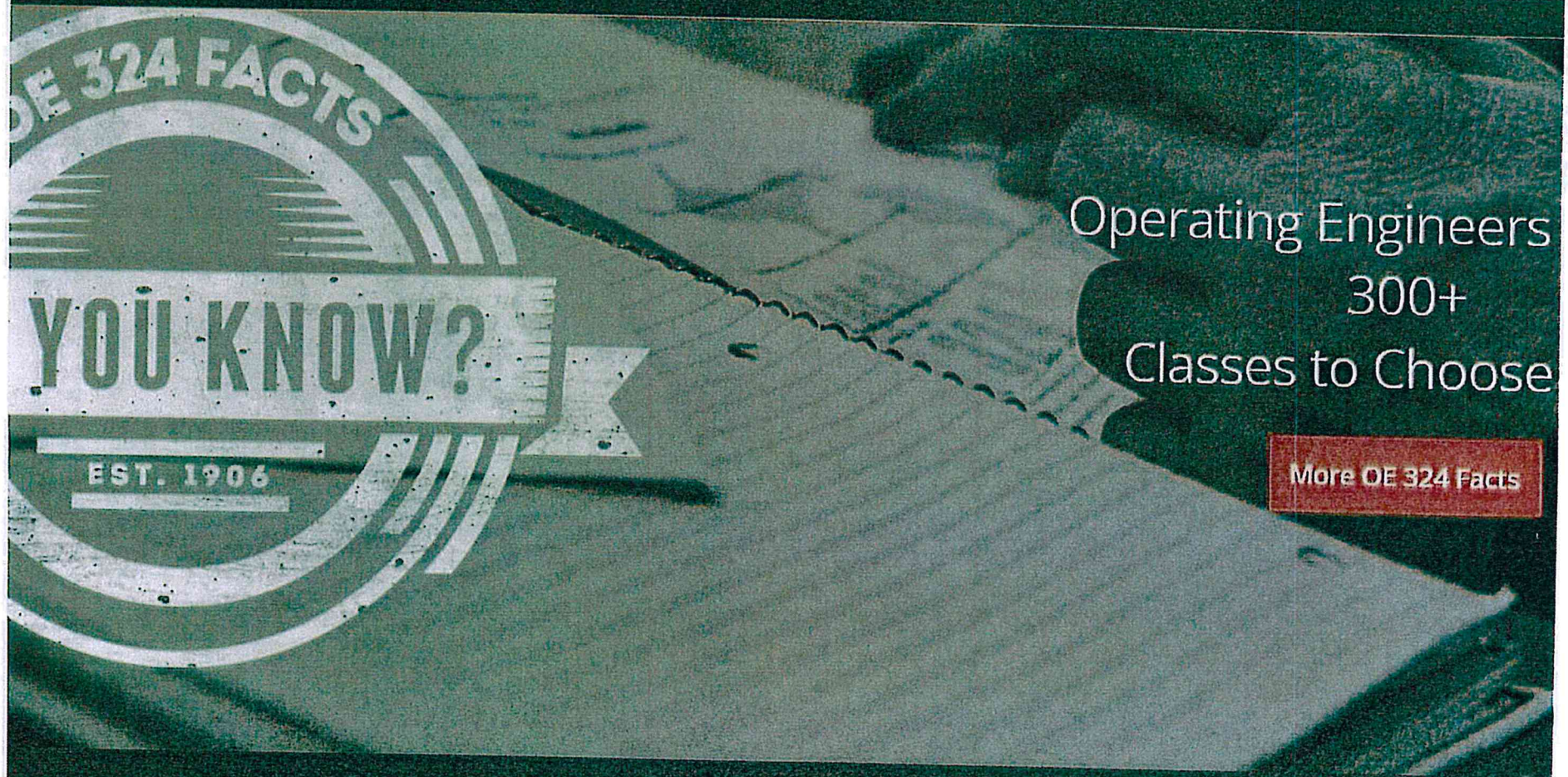

Training Brochures

Click below to download the latest OE 324 training brochures

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

EQUAL OPPORTUNITY EMPLOYER

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

"BAILEY EXCAVATING, INC."

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to be treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, sex, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training,including apprenticeship, pre-apprenticeship, and/or on-the-job training.

5/20/2019
DATE

JACOB W. BAILEY, EEO OFFICER

An Equal Opportunity Employer

Bailey EXCAVATING

Quick contact: (517) 750-3030

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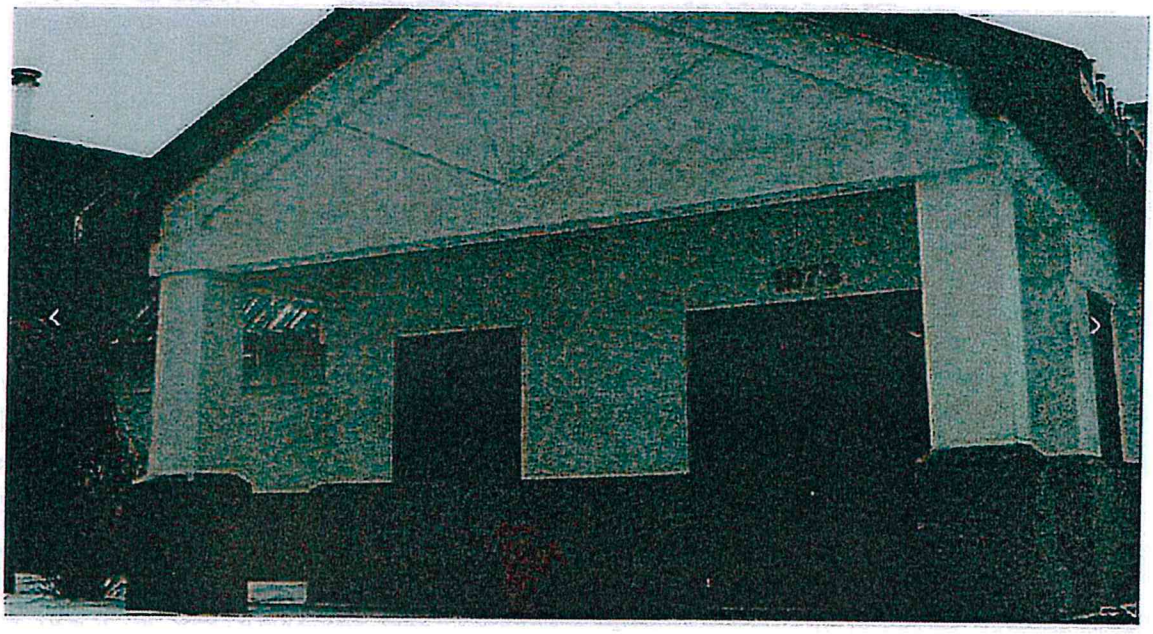


Bailey Excavating
Construction and Contracting in Jackson and throughout Michigan

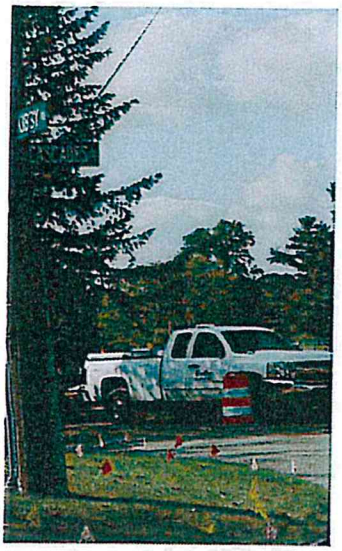
Bailey Excavating is a 3rd generation family business that has been working hard for Michigan for over 45 years.

Founded by William Bailey in 1973

Bailey Excavating started as a mostly residential construction business, but later expanded to commercial sized projects.

Bailey Excavating is dedicated to providing the highest standards of quality service to their customers. They have built a reputation of excellence, by completing projects professionally, and within the scheduled timeline. All of our employees are experienced, and trained in construction safety. EOE.

Click to Call





WE'RE HIRING

Experienced Heavy Equipment Operator
General Laborers
Experienced Heavy Equipment repair
Great pay and benefits submit online or stop in at 1073 Toro Dr.

APPLY

Licenses & Certifications

EOE

Bailey Excavating is an Equal Opportunity Employer.

We aren't currently hiring but we will always accept resumes and applications. Please click below to fill out and submit a brief application and feel free to attach your resume and/or cover letter.

APPLY

MDOT Prequalified

Anyone seeking to bid on and/or perform work on MDOT projects must be prequalified. This work includes:

- road and bridge construction/repair
- concrete or hot mix asphalt paving
- concrete curb and gutter/sidewalks
- street/traffic lighting
- sewer/watermain installation
- sodding/seeding/landscaping
- guardrail and fencing

Privacy - Terms

Bailey Excavating has been in business for 45 years. We specialize in site development, sanitary sewers, water mains, storm sewers, parking lot/driveways. All of our employees are experienced, and trained in construction safety. EOE

Bailey Excavating is dedicated to providing the highest standards of quality service to our customers by completing projects professionally, and within the scheduled timeline.

Phone: (517) 750-3030

Email: Jacobbailey@bailey-excavating.com

Follow Us!

Address: 1073 Toro Dr Jackson, Michigan

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Privacy - Terms

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:	No fore seen change orders at this time.

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.

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, **Concord Excavating & Grading, Inc.**, as Principal, hereinafter called the Principal, and **Nationwide Mutual Insurance Company**, duly organized under the laws of the State of **OH**, as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF JACKSON**, as Obligee, hereinafter called the Obligee, in the sum of **FIVE** Percent of the Amount Bid (**5** % of the Bid Amount), 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: **ENG 22-09 PERRINE STREET RECONSTRUCTION**

Bid Date: September 6, 2022

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 materials 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 **6th** day of **September**, A.D. **2022** .

(Witness)

Concord Excavating & Grading, Inc.
(Principal)

Charles Williams, President (Title)

(Witness)

Nationwide Mutual Insurance Company
(Surety)

SEAL

James S. Kurowski Attorney -in-Fact

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 6th day of September, 2022.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 9/6/22

In compliance with your invitation for bids dated **August 3, 2022** to perform **ENG**

22-09 PERRINE STREET RECONSTRUCTION

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 CONCORD EXCAVATING & GRADING, INC.
   organized and existing under the laws of the State of MICHIGAN
   with offices at 13000 HOMER RD, P.O. BOX 250, CONCORD, MI 49237

(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# 20-3969876

(Corporate Seal, if applicable)

Name of Bidder: CONCORD EXCAVATING & GRADING, INC

Signed By: CHARLES WILLIAMS

Its: PRESIDENT

BID SHEET

DATE: 9/6/22

PROPOSAL FOR: ENG 22-09 PERRINE STREET RECONSTRUCTION

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
N/A	

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	75,000	75,000
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	4.00	800	3,200
003	2030011	Dr Structure, Rem	Ea	11.00	650	7,150

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2030015	Sewer, Rem, Less than 24 inch	Ft	20.00	50	1,000
005	2037001	Gas Main, Rem	Ft	20.00	20	400
006	2040020	Curb and Gutter, Rem	Ft	312.00	10	3,120
007	2040045	Masonry and Conc Structure, Rem	Cyd	20.00	50	1,000
008	2040055	Sidewalk, Rem	Syd	501.00	10	5,010
009	2040080	Exploratory Investigation, Vertical	Ft	20.00	10	200
010	2047001	Pavt Sawcut	Ft	489.00	3	1,467
011	2047011	Driveway Rem	Syd	301.00	10	3,010
012	2047011	HMA Surface, Rem, Modified	Syd	3,901.00	6.5	25,356.5
013	2047011	Pavt, Rem, Modified	Syd	2,202.00	12.5	27,525
014	2047021	Track Base, Rem	Cyd	25.00	50	1,250
015	2050018	Excavation, Rock	Cyd	20.00	100	2,000
016	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	50	1,000
017	2050148	Flowable Fill, Non-Structural	Cyd	10.00	200	2,000
018	2057002	Roadway Grading, Special	Sta	14.00	800	11,200
019	2057011	Subgrade Undercutting, 1 x 3	Syd	100.00	35	3,500
020	2057021	Geogrid	Cyd	150.00	3	450
021	2080016	Erosion Control, Gravel Access Approach	Ea	8.00	500	4,000

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
022	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	19.00	165	3,135
023	2080036	Erosion Control, Silt Fence	Ft	100.00	2.5	250
024	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	15.00	165	2,475
025	2090001	Project Cleanup	LSUM	1.00	5,000	5,000
026	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	6,103.00	10.4	63,471.2
027	3060020	Maintenance Gravel	Ton	50.00	40	2,000
028	4021204	Sewer Tap, 12 inch	Ea	2.00	500	1,000
029	4021260	Trench Undercut and Backfill	Cyd	20.00	50	1,000
030	4027001	Sanitary Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	Ft	8.00	400	3,200
031	4027001	Sanitary Sewer Backfill, Class II	Ft	1,324.00	30	39,720
032	4027001	Sanitary Sewer, SDR 26 PVC, 12 inch	Ft	1,324.00	75	99,300
033	4027001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	131.00	40	5,240
034	4027001	Sewer Backfill, Class II	Ft	378.00	15	5,670
035	4027001	Sewer, Cl E, 12 inch	Ft	378.00	45	17,010
036	4027001	Sewer, DI, 8 inch	Ft	20.00	100	2,000
037	4027050	Catch Basin Coating	Ea	3.00	300	900
038	4027050	Sanitary Manhole, 48 inch dia	Ea	8.00	4,500	36,000
039	4027050	Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye	Ea	12.00	775	9,300

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
040	4027050	Sewer Bulkhead, 12 inch	Ea	3.00	500	1,500
041	4030280	Dr Structure, Adj, Add Depth	Ft	2.00	300	600
042	4030312	Dr Structure, Tap, 12 inch	Ea	2.00	500	1,000
043	4037050	Catch Basin Cover, Curb	Ea	3.00	1,000	3,000
044	4037050	Catch Basin, 24 inch dia	Ea	1.00	6,500	6,500
045	4037050	Catch Basin, 48 inch dia	Ea	3.00	6,500	19,500
046	4037050	Mh Cover, Std	Ea	33.00	600	19,800
047	4037050	Storm Manhole, 48 inch Dia	Ea	6.00	6,000	36,000
048	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	33.00	800	26,400
049	4037050	Utility Structure, Temp Lowering, Modified	Ea	33.00	250	8,250
050	5010025	Hand Patching	Ton	25.00	150	3,750
051	5010033	HMA, 13A	Ton	1,410.00	113.85	160,528.5
052	6030005	Cement	Ton	2.00	313.5	627
053	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	84.00	61.87	5,197.08
054	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	10.00	73.75	737.5
055	8020038	Curb and Gutter, Conc, Det F4	Ft	710.00	28.6	20,306
056	8030010	Detectable Warning Surface	Ft	203.00	93.5	18,980.5
057	8030030	Curb Ramp Opening, Conc	Ft	207.00	28.6	5,920.2

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
058	8030044	Sidewalk, Conc, 4 inch	Sft	4,202.00	5.5	23,111
059	8030046	Sidewalk, Conc, 6 inch	Sft	370.00	6.87	2,541.9
060	8032002	Curb Ramp, Conc, 6 inch	Sft	2,905.00	8.63	25,070.15
061	8100371	Post, Steel, 3 lb	Ft	45.00	11.82	531.9
062	8100402	Sign, Type III, Erect, Salv	Ea	3.00	44	132
063	8100403	Sign, Type III, Rem	Ea	3.00	33	99
064	8100405	Sign, Type IIIB	Sft	30.00	22.82	684.6
065	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	34.00	10	340
066	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	12.00	20	240
067	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	27.00	100.65	2,717.55
068	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	27.00	6.71	181.17
069	8120026	Pedestrian Type II Barricade, Temp	Ea	18.00	73.81	1,328.58
070	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	114.00	24.15	2,753.1
071	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	114.00	1.34	152.76
072	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	671	1,342
073	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	33.55	67.1
074	8120170	Minor Traf Devices	LSUM	1.00	5,000	5,000
075	8120252	Plastic Drum, Fluorescent, Furn	Ea	56.00	34.89	1,953.84

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
076	8120253	Plastic Drum, Fluorescent, Oper	Ea	56.00	1.34	75.04
077	8120310	Sign Cover	Ea	6.00	33	198
078	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	888.00	4.95	4,395.6
079	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	888.00	0.06	53.28
080	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	60.00	5.06	303.6
081	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	60.00	0.05	3
082	8120370	Traf Regulator Control	LSUM	1.00	5,000	5,000
083	8150001	Site Preparation, Max $2,500.00	LSUM	1.00	2,500	2,500
084	8150002	Watering and Cultivating, First Season, Min $1,200.00	LSUM	1.00	2,500	2,500
085	8150003	Watering and Cultivating, 2nd Season, Min $1,200.00	LSUM	1.00	2,500	2,500
086	8157011	Shredded Mulch	Syd	84.00	8.5	714
087	8157050	Acer rubrum 'Bowhall', 2-1/2 inch	Ea	3.00	650	1,950
088	8157050	Gledistia triacanthos inermis 'Skyline', 2-1/2 inch	Ea	3.00	650	1,950
089	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	3.00	650	1,950
090	8167011	Turf Establishment, Performance	Syd	519.00	8	4,152
091	8237001	Hydrant Extension	Ft	4.00	800	3,200
092	8237001	Water Main Backfill, Class II	Ft	1,778.00	15	26,670
093	8237001	Water Main, 6 inch	Ft	36.00	100	3,600

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
094	8237001	Water Main, 8 inch	Ft	1,742.00	85	148,070
095	8237001	Water Service Pipe, Cu, 1 inch	Ft	380.00	35	13,300
096	8237050	Bond Restoration	Ea	12.00	300	3,600
097	8237050	Electrical Permit Acquisition and Compliance	Ea	12.00	300	3,600
098	8237050	Gate Box, Adj, Case 1, Modified	Ea	12.00	400	4,800
099	8237050	Gate Valve, 6 inch, Modified	Ea	1.00	1,500	1,500
100	8237050	Gate Valve, 8 inch, Modified	Ea	14.00	2,600	36,400
101	8237050	Hydrant Assembly	Ea	4.00	7,100	28,400
102	8237050	Hydrant, Rem, Modified	Ea	4.00	400	1,600
103	8237050	Plumbing Permit Acquisition and Compliance	Ea	12.00	300	3,600
104	8237050	Sewer Lateral Repair	Ea	3.00	500	1,500
105	8237050	Tapping Sleeve, 10 inch x 8 inch	Ea	1.00	4,500	4,500
106	8237050	Tapping Valve and Box, 8 inch	Ea	1.00	3,000	3,000
107	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	12.00	300	3,600
108	8237050	Water Main, 4 inch, Cut and Plug, Modified	Ea	4.00	900	3,600
109	8237050	Water Main, 6 inch, Cut and Plug, Modified	Ea	2.00	900	1,800
110	8237050	Water Main, Connect New 8 inch to Existing 4 inch	Ea	3.00	3,000	9,000
111	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	4.00	3,000	12,000

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
112	8237050	Water Main, Connnect New 6 inch to Existing 6 inch	Ea	1.00	3,000	3,000
113	8237050	Water Meter	Ea	12.00	150	1,800
114	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	12.00	300	3,600
115	8237050	Water Serv, 1 inch	Ea	6.00	1,500	9,000
116	8237050	Water Serv, Long, 1 inch	Ea	5.00	1,750	8,750
117	8237050	Water Serv, Long, 2 inch	Ea	1.00	2,000	2,000
118	8237050	Water Service Pipe, Abandon, Two-inch Diameter or Less	Ea	12.00	200	2,400
119	8267030	Water Main Fittings, DI	Lb	500.00	5	2,500
					TOTAL	1,260,987.65
TOTAL BID WRITTEN OUT:					ONE MILLION, TWO HUNDRED SIXTY THOUSAND, NINE HUNDRED EIGHTY SEVEN DOLLARS AND SIXTY FIVE CENTS	

Submitted Bid:	1,260,987.65
Labor Costs:	413,303.76
Materials Costs:	474,432.50
Equipment Costs:	373,251.39
Possible Change Orders:	N/A

Bidder's Name:	CONCORD EXCAVATING & GRADING, INC.
Address:	P.O. BOX 250
City, State, Zip:	CONCORD, MI 49237
Telephone:	517-524-8365
Email Address:	atrudell@frontiernet.net
Federal ID Number:	20-3969876
Bid Signed By:	CHARLES WILLIAMS 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: August 3, 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

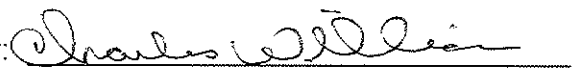
CONCORD EXCAVATING certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment CONCORD EXCAVATING 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: 9/6/22

By: CONCORD EXCAVATING & GRADING, INC.
(Bidder's Name)

By: 
(Signature)

By: CHARLES WILLIAMS, PRESIDENT
(Title)

P.O. BOX 250
Address

CONCORD
City

MI 49237
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: CONCORD EXCAVATING & GRADING, INC.

ADDRESS: P.O. BOX 250

CONCORD, MI 49237

SIGNED BY: CHARLES WILLIAMS

TITLE: PRESIDENT

DATE: 9/6/22

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: 9/6/22

By: CONCORD EXCAVATING & GRADING, INC.
(Bidder's Name)

By: 
(Signature)

By: CHARLES WILLIAMS, PRESIDENT
(Title)

P.O. BOX 250
Address

CONCORD
City

MI 49237
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)
ss
COUNTY OF JACKSON)

CHARLES WILLIAMS, being first duly sworn, deposed and says that:

1. He is PRESIDENT of, CONCORD EXCAVATING & GRADING, 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: 9/6/22

By: CONCORD EXCAVATING & GRADING, INC.
(Company)

By: _____
(Title) CHARLES WILLIAMS, PRESIDENT

Subscribed and sworn to before me, a Notary Public, this 6TH day of SEPTEMBER, 2022.

_____

Notary Public, CALHOUN County,
My commission expires: 9/17/26
ACTING IN JACKSON COUNTY

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.

BARRICADING - SPARTAN BARRICADING, 781 HULL RD, MASON, MI 48854

CONCRETE - ISABELLA CORP, 2201 COMMERCE DR, MT PLEASANT, MI 48858

ASPHALT - LAKELAND ASPHALT CORP, 548 AVENUE A, BATTLE CREEK, MI 49037

PAVEMENT MARKING - P.K. CONTRACTING, 1985 BARRETT DR, TROY, MI 48064

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, CHARLES WILLIAMS an authorized representative of CONCORD EXCAVATING 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 9/6/22



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
CHARLES WILLIAMS	CONCORD EXCAVTING & GRADING, INC.
Telephone 517-524-8365	Email Address atrudell@frontiernet.net

Contract or matter pending with the City:

ENG 22-09 PERRINE STREET RECONSTRUCTION

I, CHARLES WILLIAMS, 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

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.

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: _____

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 6TH day of SEPTEMBER, 2022,
By _____.

CALHOUN COUNTY, ACTING IN JACKSON COUNTY. EXP 9/17/26

SPECIAL PROVISIONS
Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2. *Section 3.* For all contracts and/or subcontracts over $100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:

   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the

work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

In the event the City of Jackson determines the work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.

The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).

5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).

6. *Davis-Bacon Act.* For all contracts in excess of $2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).

7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of $2,000 (and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).

8. *Reporting.* The Contractor agrees to prepare and submit all reports required by HUD.

9. *Copyright/Patents.* If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United states or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.

11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.

12. *Air and Water.* Contracts and subcontracts in excess of $100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency.* Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: 9/6/22



Contractor Signature

CHARLES WILLIAMS

Printed Name

PRESIDENT

Title

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:	CONCORD EXCAVATING & GRADING, INC.
ADDRESS:	P.O. BOX 250
CITY, STATE, ZIP:	CONCORD, MI 49237
TELEPHONE:	517-524-8365
OFFICERS:	
President: CHARLES WILLIAMS	Email Address: atrudell@frontiernet.net
Vice President: CHARLES WILLIAMS	Email Address: atrudell@frontiernet.net
Secretary: CHARLES WILLIAMS	Email Address: atrudell@frontiernet.net
Treasurer: CHARLES WILLIAMS	Email Address: atrudell@frontiernet.net
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	17 YRS
PARENT COMPANY NAME:	CONCORD EXCAVTING & GRADING, INC.
STREET ADDRESS:	P.O. BOX 250
CITY, STATE, ZIP CODE:	CONCORD, MI 49237
UNDER CURRENT MANAGEMENT SINCE (DATE):	11/2/2005

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.

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.

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:	WALTON INSURANCE GROUP
Type of Coverage:	GENERAL, AUTOMOBILE, UMBRELLA AND WORKERS COMP
Telephone:	517-787-2600

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:

ATTACHED

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CONCORD EXCAVATING & GRADING, INC. AGREE TO WARRANTY PER REQUIREMENTS STATED IN SPEC BOOK

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.

CONCORD EXCAVATING & GRADING, INC. AFFIRMS ALL WAGES AND FRINGE BENEFITS ARE PAID AS REQUIRED UNDER APPLICABLE FEDERA, STATE ADN 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.

CONCORD EXCAVATING & GRADING, INC. WILL BE IN COMPLIANCE WITH ORDINACE AND MAKE SURE OUR SUBCONTRACTORS ARE AS WELL

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.

PERSONNEL QUALIFICATION'S 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.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CONCORD EXCAVATING & GRADING, INC. AGREES THAT ALL CONSTRUCTION WORK FO RTHIS PROJECT MUST PROCEED ECONOMICALLY, EFFICIENTLY, CONTINUOULSY AND WITHOUT INTERRUPTION.

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 ☑ 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.

CONCORD EXCAVTING & GRADING, INC. CURRENT LOCAL WORKFORCE IS 27%. IF WE HAVE THE NEED TO HIRE, WE ALWAYS PUT AN AD IN THE JACKSON CITIZEN PATRIOT AND MLIVE, WHICH WE HOPE DRAWS ATTENTION FROM LOCAL RESIDENTS

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

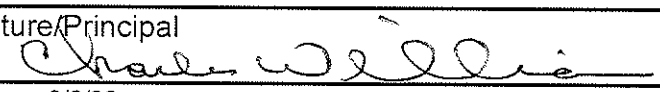
CRITERIA 29:

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:**

EEO ATTACHED

Print Firm Name/Principal
CONCORD EXCAVATING & GRADING, INC., CHARLES WILLIAMS, PRESIDENT

Signature/Principal



Date 9/6/22

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:	1,260,987.65
Labor Costs:	413,303.76
Materials Costs:	474,432.50
Equipment Costs:	373,251.39
Possible Change Orders:	N/A

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.

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.

BARRICADING - SPARTAN BARRICADING, 781 HULL RD, MASON, MI 48854

CONCRETE - ISABELLA CORP, 2201 COMMERCE DR, MT PLEASANT, MI 48858

ASPHALT - LAKELAND ASPHALT CORP, 548 AVENUE A, BATTLE CREEK, MI 49037

PAVEMENT MARKING - P.K. CONTRACTING, 1985 BARRETT DR, TROY, MI 48064

S SURETY BONDING &
I INSURANCE
G GROUP

16797 Erin's Way
Grand Ledge, MI 48837

Phone: 517-627-7700
Fax: 517-627-5455
Email: sigkurowski@msn.com

September 1, 2022

To Whom It May Concern:

Re: Concord Excavating & Grading, Inc.

Our agency, along with Nationwide Mutual Insurance Company (A+ Rated), provides surety bonds for the captioned. Over the years, Concord Excavating & Grading, Inc. has distinguished itself as one of the premier underground 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, Concord has demonstrated an ability to successfully prosecute construction projects in the $4,000,000 neighborhood, with backlogs approaching $8,000,000. Should you have any questions, feel free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact

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 1st day of September, 2022.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2022

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 #
Concord Excavating & Grading, Inc. P.O. Box 250 Concord MI 49237	INSURER A: Employers Mutual Casualty Company	21415
	INSURER B: EMCASCO Insurance Co	21407
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2222524167 **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 XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			4X35408	3/28/2022	3/28/2023	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
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			4E35408	3/28/2022	3/28/2023	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 [ ] RETENTION $			4H35408	3/28/2022	3/28/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	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			4H35408	3/28/2022	3/28/2023	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
A	Installation Floater			4X35408	3/28/2022	3/28/2023		$200,000

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

CERTIFICATE HOLDER

Evidence of Coverage

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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The ACORD name and logo are registered marks of ACORD

September 6, 2022

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING STATEMENT

To whom it may concern,

Concord Excavating & Grading, Inc. has 16 employees. Construction workers will not be misclassified as independent contractors.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

Charles Williams
President

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

Alcohol and Substance Abuse Policy

Concord Excavating and Grading, Inc. is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and /or alcohol is inconsistent with the behavior expected of employees. The use of illegal drugs and alcohol and misuse of prescribed and over the counter drugs subjects employees and the public to unacceptable safety risks that undermine the Company's ability to operate safely, effectively and efficiently.

The use, possession, distribution or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drug and alcohol) or testing positive for alcohol or any drug including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on Company premises or work sites or while operating the Company's equipment or vehicles.

Our Company participates in post-offer, random and post-accident drug and alcohol testing. If injured on the job you may be expected to participate in a drug and alcohol test immediately following the injury

Charles Williams, President

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

EXPERIENCE

How many years has your organization been in business as a contractor under your present business name? 17 Years

How many years experience in construction work has your organization had:

As a Prime Contractor? 19 Years

As a Sub-contractor? 19 Years

KEY EMPLOYEES

Below name persons within your organization who are key employees (Attach current resumes if necessary.) Electrical contractors please indicate your master electrician(s). Submit copies of the company's current electrical license and the master's license.

ENGINEERS – FOREMEN – SUPERINTENDENTS

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
CHARLES WILLIAMS	PRESIDENT	49. YRS - WATERMAIN	GDE
		SANITARY SEWER, STORM	
		SEWER, STREET CONST., LAND	
		BALANCING & DEMO	
BRANDON GLOAR	FOREMAN	25 YRS - SAME AS ABOVE	DIPLOMA
JOHN FRANSTED	FOREMAN	37 YRS - SAME AS ABOVE	DIPLOMA

OTHERS (OPERATORS, LABORERS, ETC.)

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
APRIL RUSSELL	OFFICE MANAGER	29 YRS - ADMINISTRATING	ASSOCIATES
		OFFICE TASK TO INSURE A	
		SUCESSFUL AND SMOOTH	
		RUNNING ENVIRONMENT	

Do any of the persons listed above work for any other prequalified contractor? ☐ YES ☑ NO

If yes, please indicate the company and name of individuals: (attach additional page if necessary).

STATEMENT OF EXPERIENCE OF BIDDER

PROJECT AND LOCATION	REFERENCES
BLACKMAN TOWNSHIP	JACK RIPSTRA - (517) 789-9898 RIPSTRA AND SCHEPPELMAN
RUGGLES & COMPTON CITY OF BRONSON	MICHAEL SCHWARTZ - (269) 372-1158 PREIN & NEWHOF
VILLAGE OF CONCORD	JASON BLOSSOM - (517) 812-7556 VILLAGE OF CONCORD
SMITH & MONROE CITY OF COLDWATER	CORY STENZEL - (517) 899-2641 FISHBECK
VARIOUS JOBS AND LOCATIONS	DAVE THOMPSON - (517) 740-1821 MICHIGAN PAVING
RIVER CROSSING UNION CITY	JEFF WINGARD- (269) 373-7518 FLEIS & VANDENBRINK
WHITETAIL ROAD BATTLE CREEK, MI	TIM THOMPSON - (616) 994-3954 ZAHN BUILDERS

BIDDERS QUALIFICATION STATEMENT

COMPLETED PROJECTS

NAME, LOCATION, AND DESCRIPTION OF PROJECT	OWNER ADDRESS & PHONE #	DESIGN ENGINEER ADDRESS & PHONE #	DATE COMPLETED	CONTRACT PRICE
WHITETAIL RD BATTLE CREEK, MI GRADING AND SITE WORK	ZAHN BUILDERS, INC. P.O. BOX 8114 HOLLAND, MI 49422 616-738-9246	ZAHN BUILDERS, INC. P.O. BOX 8114 HOLLAND, MI 49422 TIM THOMPSON 616-738-9246	12/19	$1,533,016.40
HMA #2 KALAMAZOO, MI ROAD RECONSTRUCTION, TRENCHING, GRADING AND AGGREGATE SHOULDERS	SUB TO RIETH-RILEY CONST 911 HATFIELD AVE KALAMAZOO, MI BILL MASURA 269-343-4525	KALAMAZOO COUNTY 3801 E KILGORE RD KALAMAZOO, MI 49001 269-381-3171	6/19	$514,850.32
SUMMIT TWP ROAD IMPROVEMENTS, GRAVEL SHOULDERS, SURFACE RESTORATION	JCDOT 2400 N ELM STREET JACKSON, MI 49201 517-788-4230	JCDOT 2400 N ELM STREET JACKSON, MI 49201 MICHAEL ANDERSON 517-867-0003	3/20	$601,211.51
RUGGLES & COMPTON STREETS BRONSON, MI SANITARY SEWER, WATERMAIN, SEWER, ROAD RECONSTRUCTION	CITY OF BRONSON 141 S MATTESON STREET BRONSON, MI 49028 517-369-7334	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/21	$1,206,633.09
SMITH AND N MONROE RD COLDWATER, MI WATERMAIN, SANITARY SEWER, STORM SEWER, ROAD RECONSTRUCTION, SIDEWALK REPAIR	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	12/21	$848,354.72
CONCORD WATERMAIN CONCORD, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	VILLAGE OF CONCORD P.O. BOX 306 CONCORD, MI 49237 JASON BLOSSOM 517-812-7556	RIPSTRA & SCHEPPELMAN 2535 SPRING ARBOR ROAD JACKSON, MI 49203 JACK RIPSTRA 517-789-9898	7/22	$3,833,735.07
2ND STREET WATERMAIN DEXTER, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	CITY OF DEXTER 8123 MAIN STREET DEXTER, MI 734-426-8303	OHM ADVISORS 34000 PLYMOUTH ROAD LIVONIA, MI 48150 CHRIS DONAJKOWSKI 734-522-6711	7/22	$846,223.42

No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.

September 6, 2022

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. SKILL ASSESSMENT

To whom it may concern,

Concord Excavating & Grading, Inc. assesses the skills and qualification of employees through previous employment references. We also do on the job training with supervision from our highest experienced employees.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

Charles Williams
President

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

April Russell

From: Kathy Corden <kcorden@waltoninsurancegroup.com>
Sent: Thursday, September 1, 2022 10:27 AM
To: 'atrudell@frontiernet.net'
Subject: Work Comp EMRs

Hi April,

Below are your EMR's:

3/28/22-23 – 1.22
3/28/21-22 – 1.48
3/28/20-21 – 1.53
8/28/19-20 – 1.00

If you have questions or need anything further, please let me know.

Thanks,

Kathy Corden | Commercial Account Manager

WALTON
INSURANCE GROUP
2929 Spring Arbor Road, Jackson MI 49203
Main: 517-787-2600
Desk & Fax: 517-796-6234
kcorden@waltoninsurancegroup.com

Please note that my hours are 7:30 am to 4:00 pm EST.

The information contained in this communication is highly confidential and is intended solely for the use of the individual(s) to whom this communication is directed. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information is prohibited. Please notify the sender, by electronic mail or telephone, of any unintended receipt and delete the original message without making any copies.

September 6, 2022

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING CERTIFICATION

To whom it may concern,

Concord Excavating & Grading, Inc. will not be using ay Masters or Journeypersons on this project.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

Charles Williams
President

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

CONCORD EXCAVATING AND GRADING, INC.

It is the policy of Concord Excavating and Grading, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, gender, color, age, martial status, height, weight, misdemeanor arrest record, disability or national origin. Such action shall include: employment, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship and or on the job training.

April Russell
EEO Coordinator

September 6, 2022

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

Western Surety Company

BID BOND
(Percentage)

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, That we Dunigan Bros., Inc. _____ of 911 E South St, Jackson, MI 49203, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Jackson of 161 W Michigan Ave, Jackson, MI 49201, hereinafter referred to as the Obligee, in the sum of _____ (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for ENG 22-09 Perrine Street Reconstruction.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of September, 2022.

Dunigan Bros., Inc.
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By _____
Kathleen G DeLaney — Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F5876

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela K Bacon, Kathy L Corden, Kathleen G Delaney, Eric B Walton, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 9/6/22

In compliance with your invitation for bids dated **August 3, 2022** to perform **ENG**

22-09 PERRINE STREET RECONSTRUCTION

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 Dunigan Bros., Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 911 E South St, 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# 38-1250817

(Corporate Seal, if applicable)

Name of Bidder: Dunigan Bros., Inc.

Signed By: Patrick Dunigan

Its: 9/6/22

BID SHEET

DATE:

PROPOSAL FOR: ENG 22-09 PERRINE STREET RECONSTRUCTION

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.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	81,010	81,010
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	4.00	1,050	4,200
003	2030011	Dr Structure, Rem	Ea	11.00	356.8	3,924.8

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2030015	Sewer, Rem, Less than 24 inch	Ft	20.00	17.8	356
005	2037001	Gas Main, Rem	Ft	20.00	17.8	356
006	2040020	Curb and Gutter, Rem	Ft	312.00	5.4	1,684.8
007	2040045	Masonry and Conc Structure, Rem	Cyd	20.00	49.2	984
008	2040055	Sidewalk, Rem	Syd	501.00	5.4	2,705.4
009	2040080	Exploratory Investigation, Vertical	Ft	20.00	61.5	1,230
010	2047001	Pavt Sawcut	Ft	489.00	2.2	1,075.8
011	2047011	Driveway Rem	Syd	301.00	5.4	1,625.4
012	2047011	HMA Surface, Rem, Modified	Syd	3,901.00	3.5	13,653.5
013	2047011	Pavt, Rem, Modified	Syd	2,202.00	7.9	17,395.8
014	2047021	Track Base, Rem	Cyd	25.00	35.7	892.5
015	2050018	Excavation, Rock	Cyd	20.00	120.5	2,410
016	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	45.1	902
017	2050148	Flowable Fill, Non-Structural	Cyd	10.00	222.8	2,228
018	2057002	Roadway Grading, Special	Sta	14.00	5,490	76,860
019	2057011	Subgrade Undercutting, 1 x 3	Syd	100.00	26.5	2,650
020	2057021	Geogrid	Cyd	150.00	3.4	510
021	2080016	Erosion Control, Gravel Access Approach	Ea	8.00	1.1	8.8

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
022	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	19.00	88.6	1,683.4
023	2080036	Erosion Control, Silt Fence	Ft	100.00	2.6	260
024	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	15.00	72	1,080
025	2090001	Project Cleanup	LSUM	1.00	13,620	13,620
026	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	6,103.00	18.2	111,074.6
027	3060020	Maintenance Gravel	Ton	50.00	33.2	1,660
028	4021204	Sewer Tap, 12 inch	Ea	2.00	430.4	860.8
029	4021260	Trench Undercut and Backfill	Cyd	20.00	75.8	1,516
030	4027001	Sanitary Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	Ft	8.00	1.3	10.4
031	4027001	Sanitary Sewer Backfill, Class II	Ft	1,324.00	0.01	13.24
032	4027001	Sanitary Sewer, SDR 26 PVC, 12 inch	Ft	1,324.00	173.5	229,714
033	4027001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	131.00	99.7	13,060.7
034	4027001	Sewer Backfill, Class II	Ft	378.00	0.01	3.78
035	4027001	Sewer, Cl E, 12 inch	Ft	378.00	114.6	43,318.8
036	4027001	Sewer, Dl, 8 inch	Ft	20.00	138.7	2,774
037	4027050	Catch Basin Coating	Ea	3.00	609.7	1,829.1
038	4027050	Sanitary Manhole, 48 inch dia	Ea	8.00	4,340	34,720
039	4027050	Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye	Ea	12.00	2,690	32,280

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
040	4027050	Sewer Bulkhead, 12 inch	Ea	3.00	231.9	695.7
041	4030280	Dr Structure, Adj, Add Depth	Ft	2.00	110.9	221.8
042	4030312	Dr Structure, Tap, 12 inch	Ea	2.00	329.1	658.2
043	4037050	Catch Basin Cover, Curb	Ea	3.00	1,090	3,270
044	4037050	Catch Basin, 24 inch dia	Ea	1.00	2,520	2,520
045	4037050	Catch Basin, 48 inch dia	Ea	3.00	2,990	8,970
046	4037050	Mh Cover, Std	Ea	33.00	458.3	15,123.9
047	4037050	Storm Manhole, 48 inch Dia	Ea	6.00	3,250	19,500
048	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	33.00	676.5	22,324.5
049	4037050	Utility Structure, Temp Lowering, Modified	Ea	33.00	338.4	11,167.2
050	5010025	Hand Patching	Ton	25.00	166.3	4,157.5
051	5010033	HMA, 13A	Ton	1,410.00	143.6	202,476
052	6030005	Cement	Ton	2.00	110.9	221.8
053	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	84.00	46.6	3,914.4
054	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	10.00	221.7	2,217
055	8020038	Curb and Gutter, Conc, Det F4	Ft	710.00	27.7	19,667
056	8030010	Detectable Warning Surface	Ft	203.00	39.9	8,099.7
057	8030030	Curb Ramp Opening, Conc	Ft	207.00	28.8	5,961.6

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
058	8030044	Sidewalk, Conc, 4 inch	Sft	4,202.00	4.2	17,648.4
059	8030046	Sidewalk, Conc, 6 inch	Sft	370.00	4.4	1,628
060	8032002	Curb Ramp, Conc, 6 inch	Sft	2,905.00	6.7	19,463.5
061	8100371	Post, Steel, 3 lb	Ft	45.00	8.9	400.5
062	8100402	Sign, Type III, Erect, Salv	Ea	3.00	55.4	166.2
063	8100403	Sign, Type III, Rem	Ea	3.00	55.4	166.2
064	8100405	Sign, Type IIIB	Sft	30.00	20	600
065	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	34.00	13.3	452.2
066	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	12.00	13.3	159.6
067	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	27.00	88.7	2,394.9
068	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	27.00	5.5	148.5
069	8120026	Pedestrian Type II Barricade, Temp	Ea	18.00	99.8	1,796.4
070	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	114.00	20	2,280
071	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	114.00	1.1	125.4
072	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	665.1	1,330.2
073	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	110.9	221.8
074	8120170	Minor Traf Devices	LSUM	1.00	20,910	20,910
075	8120252	Plastic Drum, Fluorescent, Furn	Ea	56.00	20	1,120

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
076	8120253	Plastic Drum, Fluorescent, Oper	Ea	56.00	1.25	70
077	8120310	Sign Cover	Ea	6.00	23	138
078	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	888.00	3.4	3,019.2
079	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	888.00	1.25	1,110
080	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	60.00	8	480
081	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	60.00	1.1	66
082	8120370	Traf Regulator Control	LSUM	1.00	3,650	3,650
083	8150001	Site Preparation, Max $2,500.00	LSUM	1.00	2,840	2,840
084	8150002	Watering and Cultivating, First Season, Min $1,200.00	LSUM	1.00	2,840	2,840
085	8150003	Watering and Cultivating, 2nd Season, Min $1,200.00	LSUM	1.00	3,410	3,410
086	8157011	Shredded Mulch	Syd	84.00	10.2	856.8
087	8157050	Acer rubrum 'Bowhall', 2-1/2 inch	Ea	3.00	738.5	2,215.5
088	8157050	Gledistia triacanthos inermis 'Skyline', 2-1/2 inch	Ea	3.00	738.5	2,215.5
089	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	3.00	738.5	2,215.5
090	8167011	Turf Establishment, Performance	Syd	519.00	10.9	5,657.1
091	8237001	Hydrant Extension	Ft	4.00	975.2	3,900.8
092	8237001	Water Main Backfill, Class II	Ft	1,778.00	0.01	17.78
093	8237001	Water Main, 6 inch	Ft	36.00	271.9	9,788.4

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
094	8237001	Water Main, 8 inch	Ft	1,742.00	140.3	244,402.6
095	8237001	Water Service Pipe, Cu, 1 inch	Ft	380.00	45.9	17,442
096	8237050	Bond Restoration	Ea	12.00	471.1	5,653.2
097	8237050	Electrical Permit Acquisition and Compliance	Ea	12.00	260.5	3,126
098	8237050	Gate Box, Adj, Case 1, Modified	Ea	12.00	629.5	7,554
099	8237050	Gate Valve, 6 inch, Modified	Ea	1.00	1,400	1,400
100	8237050	Gate Valve, 8 inch, Modified	Ea	14.00	2,020	28,280
101	8237050	Hydrant Assembly	Ea	4.00	7,510	30,040
102	8237050	Hydrant, Rem, Modified	Ea	4.00	110.7	442.8
103	8237050	Plumbing Permit Acquisition and Compliance	Ea	12.00	238.1	2,857.2
104	8237050	Sewer Lateral Repair	Ea	3.00	452	1,356
105	8237050	Tapping Sleeve, 10 inch x 8 inch	Ea	1.00	3,380	3,380
106	8237050	Tapping Valve and Box, 8 inch	Ea	1.00	3,320	3,320
107	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	12.00	68	816
108	8237050	Water Main, 4 inch, Cut and Plug, Modified	Ea	4.00	105.8	423.2
109	8237050	Water Main, 6 inch, Cut and Plug, Modified	Ea	2.00	131.6	263.2
110	8237050	Water Main, Connect New 8 inch to Existing 4 inch	Ea	3.00	5,240	15,720
111	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	4.00	5,240	20,960

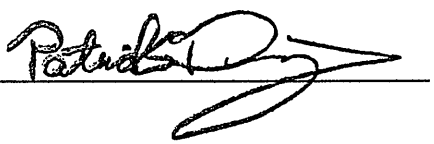
ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
112	8237050	Water Main, Connnect New 6 inch to Existing 6 inch	Ea	1.00	4,910	4,910
113	8237050	Water Meter	Ea	12.00	1,000	12,000
114	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	12.00	74.8	897.6
115	8237050	Water Serv, 1 inch	Ea	6.00	3,610	21,660
116	8237050	Water Serv, Long, 1 inch	Ea	5.00	4,930	24,650
117	8237050	Water Serv, Long, 2 inch	Ea	1.00	8,880	8,880
118	8237050	Water Service Pipe, Abandon, Two-inch Diameter or Less	Ea	12.00	47.6	571.2
119	8267030	Water Main Fittings, DI	Lb	500.00	4	2,000
				TOTAL	1,615,815.3	
TOTAL BID WRITTEN OUT:				One Million Six Hundred Fifteen Thousand Eight Hundred Fifteen Dollars and Thi		

Submitted Bid:	1,615,815.30
Labor Costs:	220,000.00
Materials Costs:	385,000.00
Equipment Costs:	227,000.00
Possible Change Orders:	none at time of bid

Bidder's Name:	Dunigan Bros., Inc.
Address:	911 E South St.
City, State, Zip:	Jackson, MI 49203
Telephone:	517-787-4720
Email Address:	patrick@duniganbros.com
Federal ID Number:	38-1250817
Bid Signed By:	Patrick Dunigan 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 9/6/22

CONTRACT COMPLIANCE

DATE: August 3, 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

Dunigan Bros., 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 Dunigan Bros., 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: 9/6/22

By: Dunigan Bros., Inc.
(Bidder's Name)

By: Patrick
(Signature)

By: President
(Title)

911 E South St.
Address

Jackson
City

MI 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

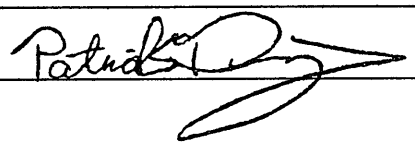
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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:	Dunigan Bros., Inc.
ADDRESS:	911 E South St
	Jackson, MI 49203
SIGNED BY:	Patrick Dunigan 
TITLE:	President
DATE:	9/6/22

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: 9/6/22

By: Dunigan Bros., Inc.
(Bidder's Name)

By: Patrick
(Signature)

By: President
(Title)

911 E South St
Address

Jackson
City

MI 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Patrick Dunigan, being first duly sworn, deposed and says that:

1. He is President of, Dunigan Bros., 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: 9/6/22

By: Dunigan Bros., Inc.
(Company)

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 6th day of Sept, 2022.

Notary Public, Jackson County.
My commission expires: 5/13/25

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.

NERC, Horton, MI - Restoration

Cochran Electric - Electrical

Give Em a Brake Safety - Tr

SWT Excavating - Services

Michigan Paving

T + D Concrete

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Patrick Dunigan an authorized representative of Dunigan Bros., 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 9/6/22

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Patrick Dunigan	Dunigan bros., Inc.
Telephone	Email Address
517-787-4720	patrick@duniganbros.com

Contract or matter pending with the City:

E Michigan Ave Lead Service Removals

I, Patrick Dunigan, 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):

- [x] 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

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.

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:

Dunigan Bros., Inc.

Additional information regarding any of the above:

Active city construction contracts open.

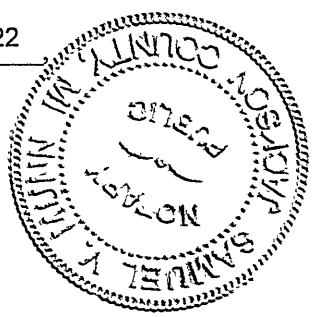
☐ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 6th day of Sept, 2022,
By _____.



SPECIAL PROVISIONS
Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2. *Section 3.* For all contracts and/or subcontracts over $100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:

   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the

work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

In the event the City of Jackson determines the work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.

The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).

5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).

6. *Davis-Bacon Act.* For all contracts in excess of $2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).

7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of $2,000 (and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).

8. *Reporting.* The Contractor agrees to prepare and submit all reports required by HUD.

9. *Copyright/Patents.* If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United states or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.

11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.

12. *Air and Water.* Contracts and subcontracts in excess of $100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency.* Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: 9/6/22

Contractor Signature

Patrick Dunigan

Printed Name

President

Title

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:	Dunigan Bros., Inc.
ADDRESS:	911 E South St
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-787-4720
OFFICERS:	
President: Patrick Dunigan	Email Address: pdunigan@duniganbros.com
Vice President: David Dunigan	Email Address:
Secretary: Patrick Dunigan II	Email Address: patrick@duniganbros.com
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	75
STREET ADDRESS:	911 E South St
CITY, STATE, ZIP CODE:	Jackson, MI 49203
UNDER CURRENT MANAGEMENT SINCE (DATE):	1985

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?
LIUNA Laborers training program apprentice/journeymen as well as in house operator, laborer, and management training through a dedicated continuous education program for all employees through BuildWitt Training as well as annual in house 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.
All work requiring licensed personal will be completed by a licensed contractor for that scope of work.

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.
This bid is in compliance will all above requirements

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:	VTC Insurance Group
Type of Coverage:	Liability, property damage, comp.
Telephone:	248-530-3286

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.

__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.

Warranty will be provided per the contract requirements

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 wages will be paid as required by applicable laws as required by the contract documents.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.
This ordance will be complied with with our contract and all subcontracts.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.
Change orders are not forseen at bid time.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.
See attached key personell listing.

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.
Quality assurance programs are used as required in contract documents. If not specifically required the contractor will work with the onsite engineer and testing agencies to assure the quality of the work is meeting the contract standards.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
Work will be continuous unless unforseen delays are encountered.

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.

No apprentices to be used.

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.
90 percent Jackson county based workforce

CRITERIA 28 (ATTACHMENT REQUIRED):

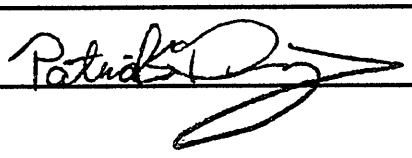
Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

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:**
Dunigan Bros., inc is an equal opportunity employer and does not discriminate as required by the above statement.

Dunigan Bros., Inc, Patrick Dunigan

Print Firm Name/Principal



Signature/Principal

6/29/22

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.

Criteria 7

CNA SURETY

2900 Charlevoix Drive SE, Suite 220
Grand Rapids, MI 49546

Kevin VanOtterloo
Underwriting Manager
Telephone 616-285-2682
800-432-9534 x2682
Email
Kevin.VanOtterloo@cna.com

March 22, 2022

To Whom it May Concern:

Re: Dunigan Bros, Inc.
911 E. South St.
Jackson, MI 49203

We are providing this information at the request of Dunigan Bros, Inc.

We have been providing surety bonds for Dunigan Bros, Inc. since 1979. We have approved bonds for them covering jobs up to $30,000,000 and potential work programs of $50,000,000. We would favorably consider both single jobs and work programs above these amounts.

We continue to be confident in this principal's ability to perform and recommend them for your favorable consideration.

Western Surety Company (NAIC# 13188) is an underwriting company of CNA Surety and is an approved surety on the Department of Treasury's Listing with a current US Treasury Limit of $153,342,000. Western Surety Company maintains an A (Excellent) AM Best Rating and a financial size of XIV.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

Kevin Van Otterloo

Kevin Van Otterloo

Criteria 6, 19, and 22

Dunigan BROS. INC.
JACKSON, MICH.

Schedule B
JOBS COMPLETED

Name – Ingham County Drain Commission – Montgomery Drain Division 5A
Engineer – Spicer Group
Work –3000 LF of 20" Forcemain, 500 LF of 16" Forcemain, and 6 Metering Stations
Amount $ 2,371,713.50
Completion Date – May 2022

Name – Village of Brooklyn, MI - M50 Lift Station
Engineer – Ripstra & Schepplemann
Work – Replacement of lift station
Amount $ 720,000.00

Name – City of Saline, 2021 Street Improvements
Engineer – Fleis & Vandenbrink
Work –Watermain, Sewer, Storm Sewer, and Street Construction
Amount $ 2,051,000.00
% Complete –95%
Start Date: May 2021
Completion Date – Nov 16th, 2021

Name – US12/M50 Box Culverts, Neering Drain, Lenawee County
Engineer – MDOT Jackson TSC
Work –12x5 and 12x7 box culverts under US12 and M50 in the Neering Drain
Amount $ 1,996,000.00
% Complete –95%
Start Date: August 2021

Name – City of Lansing, MI – Eastside Connector Non Motorized Path
Engineer – C2AE
Work –Shared use path construction
Amount $ 522,000.00
Start Date: April 2021
Completion Date – July 31st, 2021
Self perform – 60%

Name – City of Columbia City, Phase II CSO
Engineer – United Consulting Prime Contractor: RE Crosby
Work –1300 LF of 60" Sanitary Sewer (Labor and Installation Only)
Amount $ 445,000.00
Start Date: Oct 2020

Completion Date – January 2021
Self perform 100%

Name – City of Jackson, Chalet Terrace Reconstruction
Engineer – HRC
Work – Concrete Street Reconstruction
Amount $ 635,000.00
Start Date: October 2020
Completion Date – Dec 15th, 2020
Self perform 70%

Name – City of Eaton Rapids, State Street Reconstruction
Engineer – C2AE
Work –1800 Lf of Watermain, 70 water services, and street reconstruction
Amount $ 989,867.50
Start Date: Sept 2020
Completion Date – November 2020
Self perform 70%

Name – Village of Fowlerville, MI – North Street Reconstruction
Engineer – Wolverine Engineers & Surveyors
Work – 700 LF 12" DI Watermain, Storm Sewer ,Sanitary Sewer, and Street Reconstruction
Amount $ 796,000.00
Start Date: June 3rd, 2020
Completion Date – Sept. 1st, 2020
Self perform 70%

Name – City of Lansing, MI – Siphon #2 Replacement
Engineer – Fishbeck
Work – Reconstruction of a double barrel sewer siphon and new 12" watermain across the grand river via open cut construction.
Amount $ 2,873,498.30
Start Date: June 22nd 2020
Completion Date – October 2020
Self perform 75%

Name – City of Fort Wayne, IN – Superior Street Utility Improvements
Engineer – DLZ
Work – 820 LF of 36" and 48" Interceptor sewer, 800 lf of 12-16" Watermain, and road reconstruction.
Amount $ 1,929,913.40
Start Date: April 2020
Completion Date – October 2020
Self perform 75%

Name – West Side Overlay
Engineer – City of Jackson
Work – Profile Milling, ADA Ramp improvements, curb replacement, manhole casting replacements
Amount $ 1,100,000.00

Completion Date – Nov 2020
Self perform 80%

Name – Jackson County DOT, McDevitt Reconstruction – Contract A
Engineer – F&V
Work – 3700 LF of 12" watermain, Storm Sewer, shared use path construction, and full street reconstruction.
Amount $ 1,546,000.00
Start Date: April 27th, 2020
Completion Date – Sept. 1st, 2020
Self perform 70%

Name – Emily and Cora Dr Lift Stations – City of Portage, MI
Engineer – Abonmarche
Work – Replacement of 2 lift stations
Amount $ 1,496,676.00
Start Date – Sept 2019
Completion Date – Spring 2020
Self perform 85%

Name – Alro Steel Potterville Addition
General Contractor – O'Harrow Construction
Work – Sitework, utilities (1500 Lf 12" Watermain, 2500 Lf Storm Sewer), parking lots, and road construction, building/footing excavation and backfill for 160,000 SF addition.
Amount $ 2,000,000.00
Start Date: April 2019
Completion Date – June 2020
Self perform 100%

Name – Rickett Rd Utility and Street Construction, City of Brighton, MI
Engineer – Tetra Tech
Work – 1000 LF of 8" sanitary sewer and street reconstruction
Amount $ 979,159.70
Start Date – Sept 2019
Completion Date – June 1st, 2020
Self perform 75%

Name – City of Marshall, MI – Kalamazoo River Watermain
Engineer – Stantec
Work – 1600 LF 12" Watermain Construction including 800 LF HDD Rock bore under Kalamazoo River
Amount $ 701,000.00
Start Date: November 2018

Completion Date – June 2020
Self Perform 60%

Name – FY19 Watermain Replacement
Engineer – City of East Lansing, MI
Work – 4500 LF of 8" & 12" watermain replacement, water services, and street reconstruction
Amount $ 1,849,454.00
Completion Date – November 2019
Self perform 75%

Name – City of Fort Wayne, IN Huffman-Putnam Sewer Separation Phase 1 & 1A
Engineer – A&Z Engineering and DLZ Engineering
Work – 1600 LF of 48x76 RCP Elliptical pipe, 200 LF of 72" RCP, 2725 LF of 48" PP pipe, 1000 LF of 12" through 24" RCP, PP, and DI pipe, 2 Cast in Place Structures, Outfall Structure Modifications, road reconstruction, and rain garden construction.
Amount $4,897,056.40
Completion Date – October 2019
Self Perform 75%

Name – 2019 CDBG Street and Watermain Improvements
Engineer – City of Jackson
Work – Installation of new 12" watermain (1500 LF), 8" sanitary sewer (400 LF), and road reconstruction
Amount $ 1,211,882.30
Start Date – May 2019
Completion Date – August 2019
Self Perform 75%

Name – AMTRAK – Private Driveway Track Crossing Elimination Project
Engineer – Pathfinder Engineering
Work – Construction of 2 Private driveways to eliminate driveway crossings along high speed railway
Amount $ 185,000.00
Start Date: December 2018
Completion Date – August 2019
Self Perform 100%

Name – Essex Heights Watermain and Street Improvements
Engineer – City of Jackson, MI
Work – Installation of 5100 LF new 8"-12" watermain, 1500 LF sanitary sewer, and road reconstruction
Amount $ 2,404,862.90

Completion Date – June 28th, 2019
Self Perform 75%

Name – CR 300 & CR 700 Force Main, Columbia City, IN
Engineer – Donohue & Associates, Indianapolis, IN
Work – 39,000 Lf of 10" C900 Force Main including 3 auger bores and 10,000 LF of HDD
Amount $ 3,005,841.00
Start Date: January 14th, 2019
Completion Date – June 1st, 2019, pipe was substantially completed and operational by the early incentive date of 4/19/19.
Self Perform 70%

Name – Worth Township Sewage Disposal System Improvements –Contract 3
Engineer – Prien & Newhoff
Work – Installation of approx. 55,000 LF of 8"-12" gravity sewer, 3700 Lf of Force Main, 200 Manholes, and 665 sewer services. Depths up to 27'
Amount $8,236,000.00
Start Date: November 2017
Completion Date – November 2018
Self perform 90%

Name – Alro Steel Potterville Employee Parking Lot
General Contractor – O'Harrow Construction
Work – Retention pond, storm sewer, mass grading, and parking lot grading.
Amount $ 315,000.00
Start Date: June 2018
Completion Date – June 2018
Self perform 100%

Name – City of Fort Wayne, IN
Engineer – Commonwealth Engineering
Work – Outfall 61 & 62 Relief Sewer (5000 Lf of 54" HOBAS Interceptor Sewer, 2000 Lf of 36" – 42" HOBAS Interceptor Sewer, 1 Outfall Structure, 1 Cast in place CSO/Outfall Structure, Cast in place retaining walls, road reconstruction) depth up to 32'
Amount $ 6,853,000.00
Start Date: March 2017
Completion Date – December 2017
Self Perform 75%

Name – 2017 Watermain Improvements Cortland Street and Michigan Ave
Engineer – City of Jackson
Work – Installation of new 8" & 12" Watermain
Amount $ 427,000.00
Completion Date – October 27th, 2017

Self perform 75%

Name – Jolly Road Rehabilitation
Engineer – ENG Engineering & Surveying / City of Lansing, MI
Work – 2000 LF 12" Watermain installation, sewer repairs, and road reconstruction.
Amount $ 1,020,627.00
Completion Date – November 2017
Self perform 70%

Name – Pavilion Township, MI
Engineer – Prien & Newhoff
Work – N Ave Sewer Construction (2,600 LF of 18" Gravity Sewer averaging over 20' in depth, Dewatering, and Road Construction)
Amount $ 662,000.00
Anticipated Start Date: May 1st, 2017
Completion Date – July 2017
Self Perform 100%

Name – City of Sturgis, MI
Engineer – Fleis & Vandenbrink
Work – South Street Improvements Project (Storm Sewer (up to 60"), Watermain, Street Reconstruction)
Amount $ 1,077,000.00
Anticipated Start Date: April 24th, 2017
Completion Date – July 2017
Self Perform 70%

Name – Liberty Township Fire Hall
Engineer – RW Mercer Co.
Work – Site Work & Parking Lot construction
Amount $ 180,000.00
Completion Date – November 2016

Name – City of Jackson, MI
Engineer – City of Jackson Building Deptartment
Work – H4HH Hardest Hit Blight Elimination Contracts K and J (Demolition of 25 Residential Structures)
Amount $ 474,000.00
Completion Date – January 2017

Name – City of Coldwater, MI

Engineer – Fishbeck, Thompson, Carr & Huber
5913 Executive Drive, Suite 100
Lansing, MI 48911
Work – Northeast Road and Utility Improvements Contract 1 (12,000 LF of 16" Watermain)
Amount $ 1,291,180.00
Completion Date – November 15th, 2016

Name – City of Coldwater, MI
Engineer – Fishbeck, Thompson, Carr & Huber
5913 Executive Drive, Suite 100
Lansing, MI 48911
Work – Northeast Road and Utility Improvement Contract 3 (5500 lf 8"-12" Watermain, 16,000 Lf of 18" Force Main, Misc. Storm sewer, and complete road reconstruction)
Amount $ 5,183,792.20
Completion Date – November 15th, 2016

Name – MDOT
Engineer – MDOT
Jackson TSC
2750 N. Elm Road
Jackson, MI. 49201
Work – West Avenue (M50) Reconstruction (Sewer, Water, and Road Reconstruction)
Amount $ 2,067,489.80
Completion Date – August 26th, 2016

Name – City of Jackson, Michigan
Engineer – City of Jackson
161 W. Michigan Ave.
Jackson, MI. 49201
Work – Jackson Crossing Lift Station Construction
Amount- $392,750.00
Completion Date – December 2016

Name – City of Jackson, Michigan
Engineer – City of Jackson
161 W. Michigan Ave.
Jackson, MI. 49201
Work – Michigan Ave. Sidewalk Rehabilitation
Amount- $1,591,000.00

Completion Date – Spring 2016

Name – City of Tecumseh
Engineer – Tetra Tech
710 Avis Dr., Suite 100
Ann Arbor, MI 48108
Work – Union St Pump Station Reconstruction
Amount- $239,500.00
Completion Date – March 2016

Name – City of Jackson, MI
Engineer – City of Jackson Building Department
Work – H4HH Hardest Hit Blight Elimination Contract E
Amount $ 378,950.00
Completion Date – December, 2015

Name – City of St. Louis, MI
Engineer – Fishbeck, Thompson, Carr & Huber, Inc.
1515 Arboretum Drive, SE
Grand Rapids, MI 49546
Work – South Transmission Main – Phase II and Giddings Place- 16" Water Trans. Main
Amount- $3,405,000
Completion Date – December 2015
Name – City of Jackson, MI
Engineer – City of Jackson
161 W. Michigan Ave.
Jackson, MI. 49201
Work – Michigan Ave. Utility Replacement – 24" Sanitary Sewer, Storm Sewer, Water main, and street reconstruction.
Amount- $2,983,000
Completion Date – December 2015

Name- Village of Parma
Engineer- Jones & Henry Engineers, Ltd.
Work- Sanitary Sewer Force main and 2 Lift Stations
Amount- $950,000
Completion Date – September 2015

Name – City of Huntington Indiana
Engineer – Bernardin, Lochmueller & Assoc. Inc.
Work – Frederick St. CSO Interceptor 5200 LF 54"- 48" HOBAS FIBERGLASS PIPE, depths up to 28' in solid bedrock
Amount - $5,680,000
Completion Date – Spring 2015

Name- City of Fort Wayne Indiana

Engineer – GAI Consultants
Work – Northwest Feeder Main – 30" & 36" PCCP– Water Transmission Main
Amount - $2,200,000
Completion Date – May 2015

Name- Residence Inn East Lansing Michigan
GC – RW Mercer Co.
Work – Earthwork and Site Utilities
Amount - $600,000
Completion Date – August 2015

Name- City of Clare
Engineer- GFA
Work – Earthwork, Site Utilities, and Lift Station Construction at depths up to 30'
Amount - $2,200,000
Completion Date – July 2015

Name – Whiteford Twp
Engineer – David Arthur Consultants
110 Main Street
Dundee, MI 48131
734-823-5080
Work – Whiteford Twp Sewage Disposal System #2, force mains, gravity sewer, and LS
Amount - $2,056,000
Completion Date – May 2014

Name – Aqua Indiana Inc.
Engineer – DLZ, Inc.
111 W. Columbia Street
Fort Wayne, IN 46802
260-420-3114
Work – Aboite Force main 23,000' of 18" Force main
Amount - $2,688,000
% Complete - 100%
Completion Date - July 2014

Name – Citizens Energy Group, Indianapolis
Engineer – HWC Engineering
151 N. Delaware Street
Indianapolis, IN. 46204

317-347-3663
Work – Thompson/Southeastern Ave. STEP Project, 30,000' of Gravity Sewer, depths up to 34'
Amount - $9,350,000
Completion Date – July 2013

Name – City Fort Wayne
Engineer – United Consulting
1625 N. Post Road
Indianapolis, IN 46219
Work – Swift Relief Interceptor, 6,000' of 30" Sanitary Sewer, depths up to 28'
Amount - $ 1,814,000
Completion Date – July 2012

Name – MDOT
Engineer – MDOT
Jackson TSC
2750 N. Elm Road
Jackson, MI. 49201
Work – M-50 (West Ave. Jackson) Reconstruction
Amount $ 1,240,000
Completion Date – August 2012

Name – City of Indianapolis
Engineer – Crawford, Murphy & Tilly, Inc.
Mr. Richard A. Condre
5652 West 73rd Street
Indianapolis, IN 46278
317-298-4500
Work – Five Points/Southeastern Ave STEP Bl-41-0003D 17,000' of Sanitary Sewer, depths up to 28'
Amount - $5,200,000
% Complete – 100%
Completion Date – November 2011

Name – City of Indianapolis
Engineer – Wesler Engineering
Mr. Eric Hailem
6219 South East Street
Indianapolis, IN 46227
317-788-4551
Work – Homecroft STEP Areas A/B Bl-46-001A/B 20,000' of Sanitary Sewer
Amount - $ 2,628,800
% Complete – 100%
Completion Date – July 2011

Name – City of Noblesville
Engineer – RW Armstrong
Mr. Andy Scales
Union Station
300 S. Meridian St.
Indianapolis, IN 46225
317-493-3719
Work - 5,000' of 48" Sanitary/Storm Sewer and Road Reconstruction
Amount – $ 6,589,000
% Complete – 100%
Completion Date- November 2010

Name – City Coldwater
Engineer/Owner – FTC & H, Inc.
Mr. Paul Viles
5913 Executive Drive
Suite 100
Lansing, MI 48911
517-882-0383
Work – 4000' of 12" Watermain/15" Sanitary Sewer/Road Reconstruction
Amount $ 1,437,000
Completion Date – October 2009

Name – Village of Northport
Engineer/Owner – Fleis & VanDenBrink Engineering, Inc.
Mr. Jim Schiffer
3491 Hartman Road, Ste B
Traverse City, MI 49684
616-977-1000
Work – 41,000' of Sanitary Sewer Installation
Amount $ 5,141,000
Completion Date – July 2008

Name – City of Lansing
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road, Ste A
Lansing, MI 48911
517-394-7900
Work – Combined Sewer Separation, including sanitary sewer, watermains, and full street reconstruction
Amount $ 6,451,000
Completion Date – November 2008

Name – Weesaw Twp.
Engineer/Owner – Merritt Engineering

Mr. Larry Merritt
4568 Red Arrow Hwy.
Stevensville, MI 49127
269-428-4424
Work – 11,000' of Sanitary Sewer
Amount - $ 998,500
Date Completed – September 2007

Name – City of Watervliet
Engineer/Owner – Wightman & Associates
Mr. Tom Deneau
2303 Pipestone Road
Benton Harbor, MI 49022
269-927-0100
Work – Watermain Installation
Amount $ 1,630,000
Date Completed – September 2007

Name – City of Lansing CSO 018
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road
Lansing, MI 48911
517-394-7900
Work – CSO construction (Sewer Separation)
Amount $ 7,432,000
Date Completed - November 2006

Name – City of Lansing Westside Interceptor Manhole Replacement
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road
Lansing, MI 48911
Work – Manhole Replacements
Amount $ 2,210,000
Date Completed – January 2007

Name – MDOT – Michigan Ave. Grass Lake, MI
Engineer/Owner – Jackson County Road Commission
Mr. Joe Michalsky, P.E.
Elm St.

Jackson, MI 49201
517-788-4230
Work – Road Reconstruction
Amount $ 501,000
Date Completed – October 2006

Name – Southern Interceptor
Engineer – OMM Engineering
Chris Corner, P.E.
1680 East Paris, S.E.
Grand Rapids, MI 49546
616-957-4350
Owner – Jackson County Drain Commission
Work – 85,000 of sanitary forcemain
Amount $ 3,371,000
Date Completed – June 2006

Name – CSO 025
Engineer – City of Lansing
Mr. Chad Gamble, P.E.
City Hall
Lansing, MI 48906
517-483-4455
Owner – City of Lansing
Work – Sewer Separation
Amount - $ 4,420,000
Date Completed – July 2005

Name – Springport Water System Improvements
Engineer – Fleis and Vandenbrink
Mr. Steve Bishop, P.E.
2960 Lucerne Drive
Grand Rapids, MI 49546
616-977-1000
Owner – Village of Springport
137 E. Main St.
Springport, MI 49284
Work – 21,000 of Watermain Replacement
Amount $ 1,405,000
Date Completed – November 2004

Name – CSO 037
Engineer- City of Lansing
Mr. Chad Gamble, P.E.
City Hall
Lansing, MI 48906

517-483-4455
Owner – City of Lansing
Work- Sewer Separation
Amount $ 7,350,000
Date Completed – December 2004

Name – N.W. Sanitary Sewer And Watermain
Engineer – Wilcox And Assoc.
Mr. Randy Wilcox, P.E.
8180 Broadnoor Ave. SE
Caledonia, MI 49316
616-891-0800
Owner - Caledonia Township
Work – 95,000' of Sanitary Sewer and Water
Amount $ 5,460,000.00
Date Completed – June 2003

Name – City of Lansing Sheridan Road
Engineer – Capital Consultants
Mr. Paul Risberg
725 Prudden St.
Lansing, MI 48911
517-371-1200
Work – Road Reconstruction
Amount - $ 1,280,000
Date Completed – Nov 2003

Name – Boardman Road
Engineer – Jackson County Road Commission
Mr. John Sanders, P.E.
2400 N. Elm St.
Jackson, MI 49201
517-788-4230
Work – 1.8 miles of road construction
Amount $ 1,483,000
Date Completed June 2003

Name – Saginaw Road Forcemain
Engineer – City of Midland
Mr. Brain McManus, P.E.
333 W. Ellsworth Ave.
Midland, MI 48640
989-837-3353
Work – 14,000' of 42"DIP Forcemain with complete road reconstruction
Amount $ 5,675,000

Date Completed – November 2001

Criteria 12

Dunigan Bros., Inc. hires locally to project areas and has a staff of travelling laborers, operators, and managers who has been with and have experience at Dunigan Bros., Inc. for up to 40+ years. Subcontractors are sourced as close to projects as possible, but if a subcontractor not capable of doing timely, quality, or can't handle the complexity of the work more capable subcontractors will be sourced from outside of the work local.

Workers will be on Dunigan Bros., inc's or the subcontractors payroll, no independent contractors will be used in violation of state laws.

Criteria 24

Dunigan Bros., inc.'s EMR has been 0.98 for the 3 previous years.

Criteria 28

"Dunigan Bros., Inc. does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor."

Dunigan BROS. INC.
JACKSON, MICH.

Key Personnel

Patrick Dunigan
President
40+ Years of Underground Construction Management
Current Commitments: Oversees all day to day operations

Patrick Dunigan II
Estimator/Project Manager
7 Years of Underground Construction Experience as an Operator, Laborer, and Foreman,
10 Years as Construction Project Manager and Estimator
Current Commitments: management of all current projects

Dustin Dunigan
Foreman/Superintendent
18 Years of Underground Construction Experience as an Operator, Laborer, Foreman, and Superintendent
Current Commitments: Pittsfield US12 Sewer

Kelvin Indish
Foreman
35 Years of Underground Construction Experience as an Operator, Laborer, and Foreman
Current Commitment: Brighton Auger Boring/Pittsfield US12 Sewer

Drake Dunigan
Foreman/Superintendent
14 Years of experience in underground construction as an operator, laborer, and foreman.
Current Commitments: Jackson Morrell/Steward Watermain, Brighton NW Neighborhoods

Hunter Freeman
Foreman
8 years of Construction experience as operator and foreman
Current Commitment: Brighton NW Neighborhoods

Marcus Beal
Safety & Maintenance Director
10+ years of construction experience
Current Commitments: all company safety and maintenance responsibilities

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Hoffman Bros. Inc.
8574 Verona Road,Battle Creek, MI 49014

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company
175 Berkeley Street,Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Jackson
161 W. Michigan Avenue,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)

ENG 22-09 Perrine Street Reconstruction

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 **9th** day of **September**, **2022**.

Hoffman Bros. Inc.

(Witness)

(Principal) (Seal)

Secretary
(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)

(Witness)

(Title)

Holly Nichols Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 9/6/22

In compliance with your invitation for bids dated **August 3, 2022** to perform **ENG**

22-09 PERRINE STREET RECONSTRUCTION

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 Hoffman Bro's Inc
   organized and existing under the laws of the State of Michigan
   with offices at 8574 Verona Rd. Battle Creek
   (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# 382051611

(Corporate Seal, if applicable)

Name of Bidder: Hoffman Bros Inc

Signed By: Bill Rizor

Its: Secretary

BID SHEET

DATE:

PROPOSAL FOR: ENG 22-09 PERRINE STREET RECONSTRUCTION

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.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	186,925.26	186,925.26
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	4.00	1,635	6,540
003	2030011	Dr Structure, Rem	Ea	11.00	378.6	4,164.6

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2030015	Sewer, Rem, Less than 24 inch	Ft	20.00	38.2	764
005	2037001	Gas Main, Rem	Ft	20.00	19.05	381
006	2040020	Curb and Gutter, Rem	Ft	312.00	7.1	2,215.2
007	2040045	Masonry and Conc Structure, Rem	Cyd	20.00	132	2,640
008	2040055	Sidewalk, Rem	Syd	501.00	8.7	4,358.7
009	2040080	Exploratory Investigation, Vertical	Ft	20.00	48.55	971
010	2047001	Pavt Sawcut	Ft	489.00	1.75	855.75
011	2047011	Driveway Rem	Syd	301.00	11.8	3,551.8
012	2047011	HMA Surface, Rem, Modified	Syd	3,901.00	6.55	25,551.55
013	2047011	Pavt, Rem, Modified	Syd	2,202.00	9.05	19,928.1
014	2047021	Track Base, Rem	Cyd	25.00	97	2,425
015	2050018	Excavation, Rock	Cyd	20.00	92.45	1,849
016	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	45.85	917
017	2050148	Flowable Fill, Non-Structural	Cyd	10.00	210.8	2,108
018	2057002	Roadway Grading, Special	Sta	14.00	2,662	37,268
019	2057011	Subgrade Undercutting, 1 x 3	Syd	100.00	88.35	8,835
020	2057021	Geogrid	Cyd	150.00	5.8	870
021	2080016	Erosion Control, Gravel Access Approach	Ea	8.00	0.01	0.08

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
022	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	19.00	97.15	1,845.85
023	2080036	Erosion Control, Silt Fence	Ft	100.00	2.65	265
024	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	15.00	266.4	3,996
025	2090001	Project Cleanup	LSUM	1.00	2,812	2,812
026	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	6,103.00	20.85	127,247.55
027	3060020	Maintenance Gravel	Ton	50.00	11.95	597.5
028	4021204	Sewer Tap, 12 inch	Ea	2.00	504.6	1,009.2
029	4021260	Trench Undercut and Backfill	Cyd	20.00	81	1,620
030	4027001	Sanitary Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	Ft	8.00	74	592
031	4027001	Sanitary Sewer Backfill, Class II	Ft	1,324.00	76.7	101,550.8
032	4027001	Sanitary Sewer, SDR 26 PVC, 12 inch	Ft	1,324.00	139	184,036
033	4027001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	131.00	129.2	16,925.2
034	4027001	Sewer Backfill, Class II	Ft	378.00	38.35	14,496.3
035	4027001	Sewer, CI E, 12 inch	Ft	378.00	79.85	30,183.3
036	4027001	Sewer, DI, 8 inch	Ft	20.00	87.3	1,746
037	4027050	Catch Basin Coating	Ea	3.00	3,000	9,000
038	4027050	Sanitary Manhole, 48 inch dia	Ea	8.00	2,658	21,264
039	4027050	Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye	Ea	12.00	589.2	7,070.4

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
040	4027050	Sewer Bulkhead, 12 inch	Ea	3.00	178.6	535.8
041	4030280	Dr Structure, Adj, Add Depth	Ft	2.00	224.6	449.2
042	4030312	Dr Structure, Tap, 12 inch	Ea	2.00	252.3	504.6
043	4037050	Catch Basin Cover, Curb	Ea	3.00	1,028	3,084
044	4037050	Catch Basin, 24 inch dia	Ea	1.00	1,765	1,765
045	4037050	Catch Basin, 48 inch dia	Ea	3.00	1,512	4,536
046	4037050	Mh Cover, Std	Ea	33.00	0.01	0.33
047	4037050	Storm Manhole, 48 inch Dia	Ea	6.00	2,241	13,446
048	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	33.00	605.7	19,988.1
049	4037050	Utility Structure, Temp Lowering, Modified	Ea	33.00	223.1	7,362.3
050	5010025	Hand Patching	Ton	25.00	171.3	4,282.5
051	5010033	HMA, 13A	Ton	1,410.00	105.4	148,614
052	6030005	Cement	Ton	2.00	100	200
053	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	84.00	50.9	4,275.6
054	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	10.00	287.4	2,874
055	8020038	Curb and Gutter, Conc, Det F4	Ft	710.00	28.45	20,199.5
056	8030010	Detectable Warning Surface	Ft	203.00	36	7,308
057	8030030	Curb Ramp Opening, Conc	Ft	207.00	29.45	6,096.15

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
058	8030044	Sidewalk, Conc, 4 inch	Sft	4,202.00	5.3	22,270.6
059	8030046	Sidewalk, Conc, 6 inch	Sft	370.00	5.5	2,035
060	8032002	Curb Ramp, Conc, 6 inch	Sft	2,905.00	7.5	21,787.5
061	8100371	Post, Steel, 3 lb	Ft	45.00	10.75	483.75
062	8100402	Sign, Type III, Erect, Salv	Ea	3.00	40	120
063	8100403	Sign, Type III, Rem	Ea	3.00	30	90
064	8100405	Sign, Type IIIB	Sft	30.00	20.75	622.5
065	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	34.00	12	408
066	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	12.00	25	300
067	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	27.00	91.5	2,470.5
068	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	27.00	6.1	164.7
069	8120026	Pedestrian Type II Barricade, Temp	Ea	18.00	67.1	1,207.8
070	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	114.00	21.95	2,502.3
071	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	114.00	1.2	136.8
072	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	610	1,220
073	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	30	60
074	8120170	Minor Traf Devices	LSUM	1.00	91,485	91,485
075	8120252	Plastic Drum, Fluorescent, Furn	Ea	56.00	31.7	1,775.2

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
076	8120253	Plastic Drum, Fluorescent, Oper	Ea	56.00	1.2	67.2
077	8120310	Sign Cover	Ea	6.00	30	180
078	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	888.00	4.5	3,996
079	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	888.00	0.05	44.4
080	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	60.00	4.6	276
081	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	60.00	0.05	3
082	8120370	Traf Regulator Control	LSUM	1.00	2,552	2,552
083	8150001	Site Preparation, Max $2,500.00	LSUM	1.00	2,500	2,500
084	8150002	Watering and Cultivating, First Season, Min $1,200.00	LSUM	1.00	2,500	2,500
085	8150003	Watering and Cultivating, 2nd Season, Min $1,200.00	LSUM	1.00	3,000	3,000
086	8157011	Shredded Mulch	Syd	84.00	9	756
087	8157050	Acer rubrum 'Bowhall', 2-1/2 inch	Ea	3.00	650	1,950
088	8157050	Gledistia triacanthos inermis 'Skyline', 2-1/2 inch	Ea	3.00	650	1,950
089	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	3.00	650	1,950
090	8167011	Turf Establishment, Performance	Syd	519.00	13.7	7,110.3
091	8237001	Hydrant Extension	Ft	4.00	1,100	4,400
092	8237001	Water Main Backfill, Class II	Ft	1,778.00	38.35	68,186.3
093	8237001	Water Main, 6 inch	Ft	36.00	139.3	5,014.8

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
094	8237001	Water Main, 8 inch	Ft	1,742.00	164.7	286,907.4
095	8237001	Water Service Pipe, Cu, 1 inch	Ft	380.00	43.75	16,625
096	8237050	Bond Restoration	Ea	12.00	687.9	8,254.8
097	8237050	Electrical Permit Acquisition and Compliance	Ea	12.00	687.9	8,254.8
098	8237050	Gate Box, Adj, Case 1, Modified	Ea	12.00	388.7	4,664.4
099	8237050	Gate Valve, 6 inch, Modified	Ea	1.00	2,125	2,125
100	8237050	Gate Valve, 8 inch, Modified	Ea	14.00	2,234	31,276
101	8237050	Hydrant Assembly	Ea	4.00	8,471	33,884
102	8237050	Hydrant, Rem, Modified	Ea	4.00	385.7	1,542.8
103	8237050	Plumbing Permit Acquisition and Compliance	Ea	12.00	500	6,000
104	8237050	Sewer Lateral Repair	Ea	3.00	1,273	3,819
105	8237050	Tapping Sleeve, 10 inch x 8 inch	Ea	1.00	9,421	9,421
106	8237050	Tapping Valve and Box, 8 inch	Ea	1.00	3,895	3,895
107	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	12.00	128	1,536
108	8237050	Water Main, 4 inch, Cut and Plug, Modified	Ea	4.00	112.4	449.6
109	8237050	Water Main, 6 inch, Cut and Plug, Modified	Ea	2.00	2,498	4,996
110	8237050	Water Main, Connect New 8 inch to Existing 4 inch	Ea	3.00	1,309	3,927
111	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	4.00	8,004	32,016

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
112	8237050	Water Main, Connnect New 6 inch to Existing 6 inch	Ea	1.00	3,629	3,629
113	8237050	Water Meter	Ea	12.00	382.4	4,588.8
114	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	12.00	3,260	39,120
115	8237050	Water Serv, 1 inch	Ea	6.00	703.5	4,221
116	8237050	Water Serv, Long, 1 inch	Ea	5.00	703.5	3,517.5
117	8237050	Water Serv, Long, 2 inch	Ea	1.00	3,252	3,252
118	8237050	Water Service Pipe, Abandon, Two-inch Diameter or Less	Ea	12.00	481.7	5,780.4
119	8267030	Water Main Fittings, DI	Lb	500.00	10	5,000
				TOTAL	1,869,175.37	
TOTAL BID WRITTEN OUT:		One Million eight Hundred sixty nine Thousand One Hundred seventy Five dollars				

Submitted Bid:	Hoffman Bros Inc
Labor Costs:	400,000.00
Materials Costs:	450,000.00
Equipment Costs:	150,000.00
Possible Change Orders:	

Bidder's Name:	Hoffman Bro's Inc
Address:	8574 Verona Rd
City, State, Zip:	Battle Creek, MI 49014
Telephone:	269-965-1207
Email Address:	estahley@hoffmanbrosinc.com
Federal ID Number:	382051611
Bid Signed By:	Print or Type William P. Rizor
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 _____ Its Secretary

CONTRACT COMPLIANCE

DATE: August 3, 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

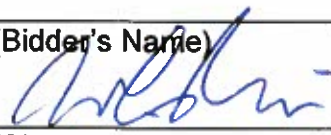
Hoffman Bros Inc certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Hoffman Bros 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: 9/6/22

By: Bill Rizor
(Bidder's Name)

By: 
(Signature)

By: Secretary
(Title)

8574 Verona Rd
Address

Battle Creek
City

MI 49014
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: Hoffman Bros Inc.

ADDRESS: 8574 Verona Rd
Battle Creek, MI 49014

SIGNED BY: 

TITLE: Secretary

DATE: 9/6/22

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: 9/6/22

By: Bill Rizor
(Bidder's Name)

By: _____
(Signature)

By: Secretary
(Title)

8574 Verona Rd
Address

Battle Creek
City

MI 49014
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MI)
ss
COUNTY OF Calhoun)

Bill Rizor, being first duly sworn, deposed and says that:

1. He is Secretary of, Hoffman Bro's 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: 9/6/22

By: Hoffman Bros Inc.
(Company)

By: Secretary
(Title)

Subscribed and sworn to before me, a Notary Public, this 6th day of September, 2022.

Jennifer L Dunn

Notary Public, Hillsdale County,
My commission expires: 7-1-28

JENNIFER L. DUNN
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Jul 1, 2028
ACTING IN COUNTY OF Calhoun

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.

Asphalt TBD

Concrete TBD

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Bill Rizor an authorized representative of Hoffman Bros 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 9/6/22

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Bill Rizor	Hoffman Bros Inc
Telephone	Email Address
269-965-1207	brizor@hoffmanbrosinc.com

Contract or matter pending with the City:

_____

_____

I, Bill Rizor, 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

---

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.

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: 9-6-22

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 6th day of September, 2022,
By Jennifer L Dunn.

JENNIFER L. DUNN
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Jul 1, 2028
ACTING IN COUNTY OF Calhoun

SPECIAL PROVISIONS
Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2. *Section 3.* For all contracts and/or subcontracts over $100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:

   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the

work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

> In the event the City of Jackson determines the work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.
>
> The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).

5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).

6. *Davis-Bacon Act.* For all contracts in excess of $2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).

7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of $2,000 (and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).

8. *Reporting.* The Contractor agrees to prepare and submit all reports required by HUD.

9. *Copyright/Patents.* If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United states or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.

11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.

12. *Air and Water.* Contracts and subcontracts in excess of $100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency.* Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: 9/6/22

Contractor Signature

Bill Rizor

Printed Name

Secretary

Title

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:	Hoffman Bros Inc.
ADDRESS:	8574 Verona Rd
CITY, STATE, ZIP:	Battle Creek, MI 49014
TELEPHONE:	269-965-1207
OFFICERS:	
President:Brian Hoffman	Email Address:bhoffmanbrosinc.com
Vice President:Jesse Pero / Tom Rizor	Email Address:jpero@hoffmanbrosinc.com, trizor@hoffmanbros
Secretary:Bill Rizor	Email Address:brizor@hoffmanbrosinc.com
Treasurer:Dan Eriksson	Email Address:deriksson@hoffmanbrosinc.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Hoffman Bro's Inc
STREET ADDRESS:	8574 Verona Rd
CITY, STATE, ZIP CODE:	Battle Creek, MI 49014
UNDER CURRENT MANAGEMENT SINCE (DATE):	1947

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?

Union Apprentice Program

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:	Guy Hurley
Type of Coverage:	Attached
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:

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.

Yes Union Labor

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Yes

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.

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:

(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.

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:**

Hoffman Bros Inc. / Bill Rizor

Print Firm Name/Principal

Signature/Principal

9/6/22

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2022

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: Christine Phillips
Guy Hurley, LLC 989 E. South Blvd. Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1400 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: cphillips@ghbh.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Cas Co	A++ XV	25674
INSURER B: Valley Forge Insurance Co	A XV	20508
INSURER C: Zurich American Ins Co	A+ XV	16535
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Hoffman Brothers, Inc
8574 Verona Road

Battle Creek MI 49014

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	
C	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO3703233	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP3703234	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EUP51M2315A22NF	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
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			WC3703232	4/1/2022	4/1/2023	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
B	INLAND MARINE			6016922534	4/1/2022	4/1/2023	LEASED/RENTED EQUIP	$500,000

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

CERTIFICATE HOLDER

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

R McGregor/PHILLI

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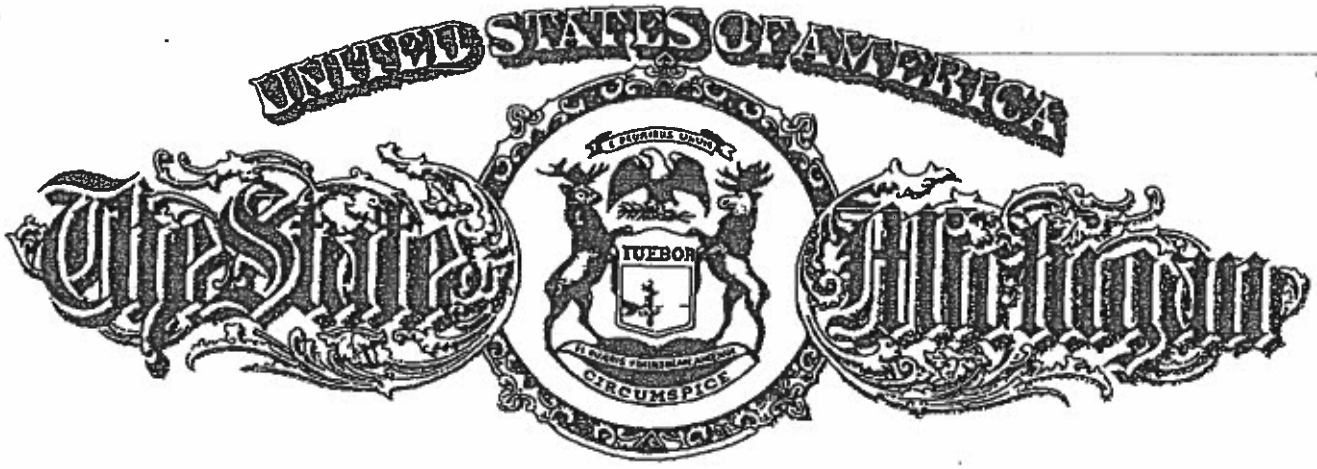
The ACORD name and logo are registered marks of ACORD

HOFFMAN BROS. INC.
EXCAVATING CONTRACTORS

Project Name and Location	Project Owner	Contract Price	Reference/Contact
Jackson National Life Insurance Lansing, MI	Jackson National Life Insurance	$15,000,000.00	Joe Luther Christman Co 248-431-8154
Lansing CSO Sewer Separation Project Lansing, MI	City of Lansing	$14,000,000.00	Alec Malvetis City of Lansing Engineering 517-282-1356
MDOT US-12 Reconstruction Saline, MI	MDOT 517-780-5108	$11,230,203.00	Tom Grey FTC&H 517-887-4026
Jackson Airport Runway 7/25 Construction Jackson, MI	Jackson County	$10,762,790.00	Dan Kehoe 906-290-0271
Glanbia Foods Spartan	Glanbia Foods	$8,600,000.00	Shambaugh & Sons 260-498-9670
McLaren Greater Lansing	McLaren Greater Lansing	$7,443,500.00	Barton Malow/Christman Co
Four Winds Casino New Buffalo, MI	Pokagon Tribe	$6,550,611.00	Dan Rooney Christman Co 517-482-1488
MSU Spartan Housing East Lansing, MI	MSU	$6,000,000.00	John Heikka Walbridge
SW Quadrant/Skyline Drive Site Development Battle Creek, MI	City of Battle Creek 269-966-3343	$5,416,621.00	Kurt Tribbett City of Battle Creek 269-209-7809
SW Quadrant, Fort Custer Industrial Park Battle Creek, MI	City of Battle Creek 269-966-3343	$4,500,000.00	Kurt Tribbett City of Battle Creek 269-209-7809
M-99/Hillsdale Street Hillsdale, MI	MDOT 517-780-5108	$3,138,858.00	Tom Grey FTC&H 517-887-4026
Foremost Dairy Greenville		$3,100,000.00	Miron Construction 920-969-7062
Gun Lake Casino Expansion Wayland, MI		$2,100,000.00	Jim Anderson Clark Construction 517-749-5439
MSU Steam Tunnel Phase 3 of 4 and 4 of 4 East Lansing, MI	MSU	$2,000,000.00	Mike O'Rourke Granger Construction 989-492-6579
2006 Local Street Battle Creek, MI	City of Battle Creek 269-966-3343	$1,258,432.00	Todd Everson City of Battle Creek 269-966-3343



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

HOFFMAN BROS., INC.

was validly incorporated on July 15, 1974, as a Michigan 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, as amended, 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.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 3rd day of January, 2012.

Director

Bureau of Commercial Services

GOLD SEAL APPEARS ONLY ON ORIGINAL

Liberty Mutual Surety

Phil Lazarski, AFSB
Bond Manager
2000 Westwood Drive
Wausau, WI 54401
Phillip.Lazarski@LibertyMutual.com
Telephone: 715-261-5711

April 13, 2022

Re: Hoffman Brothers, Inc.
Bonding Letter

Surety: Liberty Mutual Insurance Company

To Whom It May Concern:

Hoffman Brothers, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company. We have provided surety support for Hoffman Brothers, Inc. since 1979. Liberty Mutual has extended a surety line of credit to Hoffman Brothers, Inc. in the past and would not hesitate to do so in the future. In order to handle their daily bond needs we have supplied Hoffman Brothers with a surety line of credit for single projects of $75,000,000 and an aggregate of $175,000,000 to handle their typical bond needs. As always, Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation to, prior review and approval of relevant contract documents, bond forms, and project financing.

Their bonding agent is Guy Hurley located in Rochester Hills, MI.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Hoffman Brothers, Inc. and Liberty Mutual. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is licensed to do business in all states and many international jurisdictions and has an A (Excellent) rating and a financial size category of XV in the A. M. Best's Insurance Guide.

Regards,

Phil Lazarski
Liberty Mutual Surety

HOFFMAN BROS. INC.
EXCAVATING CONTRACTORS

8674 VERONA ROAD • BATTLE CREEK, MICHIGAN 49014
PHONE: (269) 965-1207 • FAX: (269) 965-6701
WWW.HOFFMANBROSINC.COM
"AN EQUAL OPPORTUNITY EMPLOYER"

"AN EQUAL OPPORTUNITY EMPLOYER"

April 21, 2022

It is the policy of Hoffman Bros., Inc. to ensure applicants and employees are treated without regard to their race, religion, sex, color, national origin, marital status, height, weight, arrest record or handicap. This shall include employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, other forms of compensation, or selection of training including apprenticeships and on-the-job training.

The organization has designated Kathleen E. McNees as our Equal Employment Opportunity Officer.

Sincerely yours,
HOFFMAN BROS. INC.

Brian D. Hoffman
President

mita