JACKSON
Founded 1829

AGENDA- CITY COUNCIL MEETING

Tuesday, May 23, 2023
6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

Invocation will be given by 1st Ward Councilmember Arlene Robinson

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

5.1 Virtual presentation on the Water and Sewer Rate Studies 8 - 76

Water-Sewer Rate Study Presentation.pdf

Allow for a virtual presentation on the Water and Sewer Funds Rate Studies, by Baker Tilly Municipal Advisors, LLC.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.

(Accept and Place on File)

8.1 City of Jackson, Michigan Financial Statements as of and for the 9 Months Ended March 31, 2023. 77 - 84

Monthly Fin Stmts 2023-03-31.pdf

8.2 CDBG, HOME, & CV Financial Summaries for April 2023 85 - 90

April 2023 - CDBG, Home, & CV Financial Summaries.pdf

8.3 MLCC Acknowledgement Letter - Murphy's Bistro Co 91 - 92

Murphy's Bistro Co. application.pdf

8.4 Homeless Hotel Project - Final Report

9. CONSENT CALENDAR

Consent Action

9.1 Minutes of the Regular Meeting on May 9, 2023 93 - 100

CCMIN 5.09.23.pdf

Approve the minutes of the City Council Regular Meeting on May 9, 2023

9.2 Resignation from Racial Equity Commission 101 - 102

REC Resignation Heather T Notice.pdf

Accept the resignation of Heather Truman from the Racial Equity Commission, effective immediately.

9.3 Appointments to the Historic District Commission 103 - 112

HDC Appointments.pdf

Approve the Mayor's recommendation to appoint David Hammontree, Maurice Imhoff and Anna Hand to the Historic District Commission, each for a 3-year term, beginning immediately and ending on 12/31/26.

9.4 Appointment to the Jackson Public Arts Commission 113 - 116

JPAC Appointment - Bauman.pdf

Approve the Mayor's recommendation to appoint Grant Bauman to the Jackson Public Arts Commission for a term of three years, beginning immediately and ending on May 28, 2026.

9.5 Special Event Application for the Zero Bar & Lounge Mobile Unit Ribbon Cutting 117 - 123

SEA--Zero Bar & Lounge Ribbon Cutting.pdf

Approve a request from the Zero Bar & Lounge to host their Mobile Unit Ribbon Cutting on May 25, 2023, in Horace Blackman Park.

9.6 Special Event Application for the Jackson Interfaith Shelter Summer Event 124 - 133

SEA--Jxn Interfaith Summer Event.pdf

Approve a request from the Jackson Interfaith Shelter to host their Summer Event on August 5, 2023, on the streets of Jackson.

9.7 Special Event Application for the Jackson County Rose Parade 134 - 141

SEA--Rose Parade 2.0.pdf

Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 4, 2023, in Horace Blackman Park and on the streets of downtown Jackson.

9.8 Special Event Application for the Pride Family Picnic 142 - 148

SEA--Jackson Pride Family Picnic.pdf

Approve a request from the Jackson Pride Center to host the Pride Family Picnic on June 25, 2023, in Horace Blackman Park.

9.9 Special Event Application: Juneteenth 149 - 158

SEA-- Juneteenth 2023.pdf

Approve a request from the Jackson College Department of Multicultural Affairs to host their Juneteenth event on June 17, 2023, in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

9.10 Special Event Application: Taste of Jackson 159 - 169

SEA--Taste of Jackson(2023).pdf

Approve a request from The Black Enterprise-Chamber of Commerce to host their Taste of Jackson on July 15, 2023, in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

10. OTHER BUSINESS.

11. NEW BUSINESS.

11.1 Proposed Annual Budget Resolution for Fiscal Year 2023-2024 170 - 181

Budget Resolution_2023-05-23.pdf

Adoption of Annual Budget Resolution for Fiscal Year 2023-2024

11.2 Water System Revenue Bond Ordinance 182 - 206

Water System Revenue Bond Ordinance.pdf

Adoption of Water System Revenue Bond Ordinance pursuant to the provisions of Section 6 of the Michigan Revenue Bond Act of 1933, MCL

141.106.

11.3 Water and Sewer Rate Resolution 207 - 221

Water-Sewer Rate Resolution FY2023-24 & FY2024-25.pdf

Approval of Water and Sewer Rate Resolution for fiscal years 2023/24 and 2024/25.

11.4 Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-East Division. 222 - 225

Engineering Resolution of Tentative Award DWSRF Contract-East Div.pdf

Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-East Division to Bailey Excavating of Jackson, Michigan at a cost of $5,268,528.26, and authorization for the City Clerk to execute the appropriate document(s).

11.5 Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement Contract, East Division. 226 - 228

Engineering CO1 DWSRF WM East Div Contract.pdf

Approve Change Order 1 to the DWSRF Phase 1 Water Main Replacements East Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.

11.6 Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-West Division. 229 - 232

Engineering Resolution of Tentative Award DWSRF Contract-West Div.pdf

Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-West Division to Bailey Excavating of Jackson, Michigan at a cost of $3,865,829.50, and authorization for the City Clerk to execute the appropriate document(s).

11.7 Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacements Contract, West 233 - 235

Division.

Engineering CO1 DWSRF WM West Div Contract.pdf

Approve Change Order 1 to the DWSRF Phase 1 Water Main Replacements West Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.

11.8 DWSRF Water Plant Improvements 236 - 376

DWSRF FY23 Improvements - Tentative Contract Award.pdf

Resolution for approval of the tentative contract award to Monroe Plumbing & Heating Co. of Monroe MI, for the construction of the Drinking Water State Revolving Fund, Fiscal Year 2023 Improvements project.

11.9 2023 HMA Patching on West Avenue and Brown Street Contract Award 377 - 608

Engineering Contract Award HMA Patching West & Brown.pdf

Approval of an award for the contract for the 2023 HMA Patching on West Avenue and Brown Street to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $141,681.05, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

11.10 Sale of two vacant residential City lots to Norfolk Homes. 609 - 610

Lot Sales Norfolk Homes Agenda Packet.pdf

Approve the sale of two vacant residential City lots to Norfolk Homes. Lots are identified as; 605 S. Mechanic Street (PIN #5-021200000) and 608 S. Mechanic Street (PIN #4-058900000) for the purpose of constructing residential housing and authorize the City Manager to execute the Sale and Development Agreement.

11.11 Fiscal Year 2023/2024 purchase of Water and Wastewater Treatment chemicals. 611 - 619

Award Contracts for the Fiscal Year 2023/2024 purchase of Water and Wastewater Treatment chemicals.

Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids.

11.12 Drinking Water State Revolving Fund Plumbing for Lead Service Line Replacement Tentative Contract Award Resolution. 620 - 704

DWSRF Plumbing LSL - Tentative Contract Award.pdf

Approval of the resolution for the tentative contract award to Northwoods Plumbing LLC of Concord, MI in the amount of $703,125 for the Drinking Water State Revolving Fund Plumbing for Lead Service Line Replacement.

11.13 Drinking Water State Revolving Fund Electrical Grounding for Lead Line Replacement Tentative Contract Award Resolution. 705 - 786

DWSRF Electrical Grounding LSL - Tentative Contract Award.pdf

Approval of the resolution for the tentative contract award to Hirst Electric of Jackson, MI, in the amount of $517,500 for the Drinking Water State Revolving Fund Electrical Grounding for Lead Line Replacements.

11.14 Conditional Phase One Facility License Class C Grower Establishment -Healthy Hi, Inc. 787 - 792

Healthy Hi, Inc Phase 1 Class C Marihuana Grower License.pdf

Approve conditional Phase One facility licenses for Healthy Hi, Inc. One Class C Grower License at 619 E. Washington Ave, per Ordinance No. 2020-20, Section 16-516 Authorize the City Attorney to prepare the Development Agreement, and Authorize the City Manager to sign the Development Agreement.

11.15 First Reading-Amendment to the City's Chapter 28 PILOT Ordinance. 793 - 801

PILOT Ordinance Amendment Chapter 28 .pdf

Approve first reading of Ordinance amending Chapter 24, Taxation, of the Code of Ordinances by adding Article VIII, Sections 24-121 through 24-131 to provide for the approval of an exemption from ad valorem property taxes for housing being developed or rehabilitated for workforce housing under the authority of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, as amended by MCL 125.1415a

Approve

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **Virtual presentation on the Water and Sewer Rate Studies**

Recommendation:

Allow for a virtual presentation on the Water and Sewer Funds Rate Studies, by Baker Tilly Municipal Advisors, LLC.

Attached is a report from Michael G. Osborn, Director of Public Works regarding the presentation referenced above, as well as the final reports for both the Water and Sewer Rate Studies from Baker Tilly Municipal Advisors, LLC.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael G. Osborn, Director of Public Works

DATE: May 23, 2023

RECOMMENDATION: Allow for a virtual presentation on both the Water and Sewer Rate Studies, by Baker Tilly Municipal Advisors, LLC.

SUMMARY

Due to a scheduling conflict please allow for the virtual presentation by Baker Tilly Municipal Advisors, LLC on the rate studies of both the Water and Sewer Funds. During the presentation Baker Tilly Municipal Advisors will cover, the utility rates needed to properly operate and maintain the water and sewer systems.

BUDGETARY CONSIDERATIONS

Baker Tilly Municipal Advisors, LLC, completed the City's Water and Sewer Fund Rate studies in early 2021 for the fiscal years 2021/22 and 2022/23, to establish the user rates necessary to maintain and make improvements to both systems as well as incorporate the costs to being the lead service line replacement program. Baker Tilly is also currently advising the City in sewer contract negotiations with the connected communities for rates being charged for the bulk sewage flow sent to the City's Wastewater Treatment Plant for treatment.

HISTORY, BACKGROUND and DISCUSSION

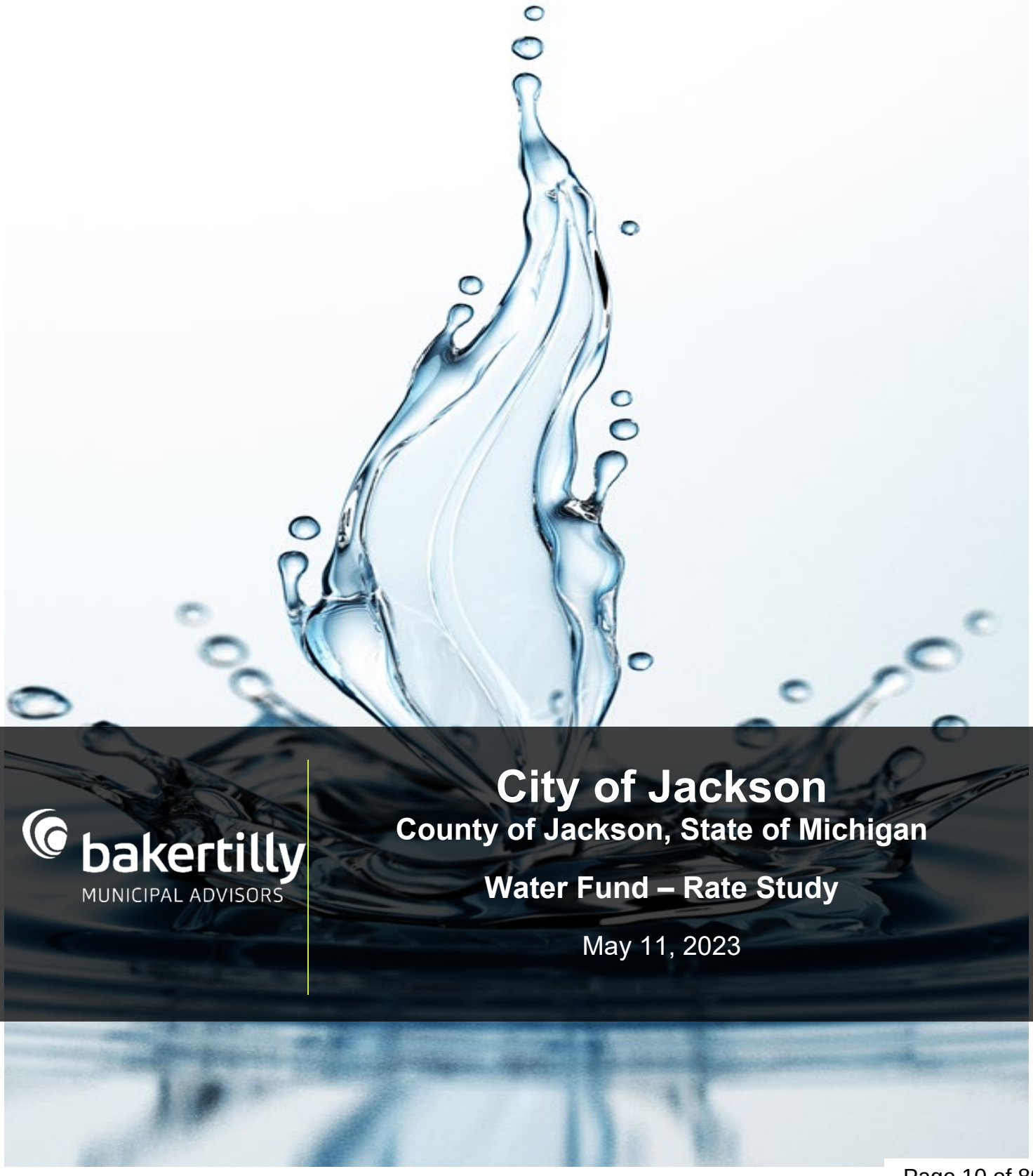
The City Water Fund has many major events that will have direct significant impacts on the revenues of the Fund. The first being the requirement for the City water system to comply with the State of Michigan Safe Drinking Water Act, Lead & Copper Rule at the cost to the Water System. In 2020, the City worked diligently on a pilot study to replace lead service lines using both city staff and a contractor to determine the most cost-effective way to comply with the Lead & Copper Rule. The City water system continues to face a substantial loss in billable volume when its largest user on the system decreased their usage volume, causing a significant loss in revenue. This rate study will continue to assist the Water Fund in generating the appropriate amount of revenue to operate the lead service replacement program, capital improvements, operating and maintenance expenses, and losses in revenue due to the decrease in billable volume.

In 2020, the City completed a thorough review of the Wastewater Treatment Plant and Wastewater Collection System assets using the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management and Wastewater (SAW) Grant. This review brought to the forefront significant deficiencies requiring capital improvements at the Wastewater Treatment Plant and throughout the Collection System. This rate study will aid the Sewer Fund in generating the appropriate revenue for the necessary capital improvements, and operating and maintenance expenses.

POSITIONS

Allow for the virtual presentation by Baker Tilly Municipal Advisors, LLC on the rate studies for both the Water and Sewer Funds.

ATTACHMENTS



bakertilly
MUNICIPAL ADVISORS

City of Jackson

County of Jackson, State of Michigan

Water Fund – Rate Study

May 11, 2023

May 11, 2023

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 325-9655
bakertilly.com

City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

Subject: City of Jackson (Michigan) Water Fund – Rate Study

Dear City of Jackson:

It is our pleasure to provide you this analysis of your water fund and the review of the rate structure. A rate study is not a historical document, it is a working document, which should be used as a reference for budget and finance decision-making. To this end, Baker Tilly is available to discuss the study at any point in the future.

Rates and charges must reflect the customer base being served. As such, the rate study found in these pages is unique to your community. The ultimate goal of every rate study is to develop a rate structure and revenue support system that meets the needs of operations, maintenance, and capital improvement and at the same time is as economical and equitable to the customers as possible, this is referred to as a "cost of service" analysis. You will find the observations and recommendations meet your needs and reflect your customer base.

By acceptance of this study the City Council understands and accepts the responsibility and liability for potential challenges to the rate structure and management of the funds. Rate studies, while often based on various methods, industry guidelines, do not follow a clear standard as does, for example, a CPA in producing an audit according to Generally Accepted Accounting Principles. Furthermore, state law and case law do not provide any reasonable or comprehensive guidance regarding methodology, rate structure or management of fund balances. Baker Tilly is reliant upon City officials, and other sources, who have access to relevant data to provide accurate information. The City accepts that fund management and rate adjustment recommendations are inherently subject to estimations and projections and, as such, no assurance is provided regarding the actual performance of the funds over time. The City is advised to seek legal counsel regarding the implementation of any recommendations and their liability implications.

As always, it was a pleasure serving you and do not hesitate to call if you wish to further discuss our findings.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Andy Campbell, CPA, Director

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC

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Executive Summary

1.1 Community Background

The City of Jackson is located in Jackson County, Michigan. It is 10.98 square miles and has a population of approximately 31,309 (2020 census). The City owns and operates a water supply, treatment, and distribution system that serves the City, a significant part of Blackman Township, small parts of Summit and Leoni Townships, and the Jackson State Prison. The water treatment plant has the capacity of 24 million gallons per day and serves more than 42,000 customers. The system is comprised of 174 miles of water mains throughout the City and 79 miles throughout the Townships.

Source: City of Jackson

1.2 Objectives and Discussion

To identify the revenue support and fund management needed to fulfill the City's operations & maintenance, and capital improvements to the system while maintaining adequate cash reserves to be able to respond to unforeseen circumstances.

As discussed with the City, there are a couple factors that need to be reevaluated over the next couple of years. The operating expenses have increased significantly in the last two budget cycles due to inflation. Also, the City is anticipating to cash fund and debt fund an extensive amount of capital improvement projects in the upcoming years. In addition to those, the City has started replacing lead service lines with cash and is budgeting to do so every year for the next 10+ years. All these factors are causing cash flow stresses on the water fund in the upcoming years.

The overall billable flow assumptions for the system as a whole remain a concern. The system had a very healthy billable flow year in 2020/21, followed by the lowest billable flow amount in years in 2021/22. There are some known factors that have been accounted for, but this severe of a drop is a cause for concern. A main assumption that will need to be continually monitored is the amount billable flow consumed by the system as a whole, and in particular, Consumers Energy. There is an assumption of a reduction in billable flow system-wide of 5% per year to account for expected decreases over time.

Another factor that remains an unknown at this time is the extent to which capital improvement costs will continue to rise, as well as how much grant money will be available for those projects. The City has been successful in the past of obtaining significant grants to offset some of the construction cost increases but forecasting those costs and grants into the future remains a key assumption. We are currently forecasting a 5% increase to capital improvement cost assumptions per year. We also forecasted a 50% grant for the projects undertaken in 2024/25 and a 25% grant for the projects undertaken in 2027/28. These assumptions are based on past historical figures and known expectations for the future as of today.

Taking all of that into consideration, this rate study demonstrates a two-time increase of 8.0% to all rates in fiscal years 2023/24 and 2024/25, followed by a three-time increase of 12.0% starting in fiscal years 2025/26 through 2027/28.

1.3 Potential Rates

Based on our analysis and direction from City officials, Baker Tilly's recommendation for scenario one is a two-year increase of 8.0% to all rates in fiscal year 2023/24 and 2024/25. Followed by a 12.0% increase per year starting in fiscal year 2025/26 through 2027/28. Table 1-3 below shows a breakout of each rate for each member of the water system.

TABLE 1-3: PROPOSED RATES SUMMARY

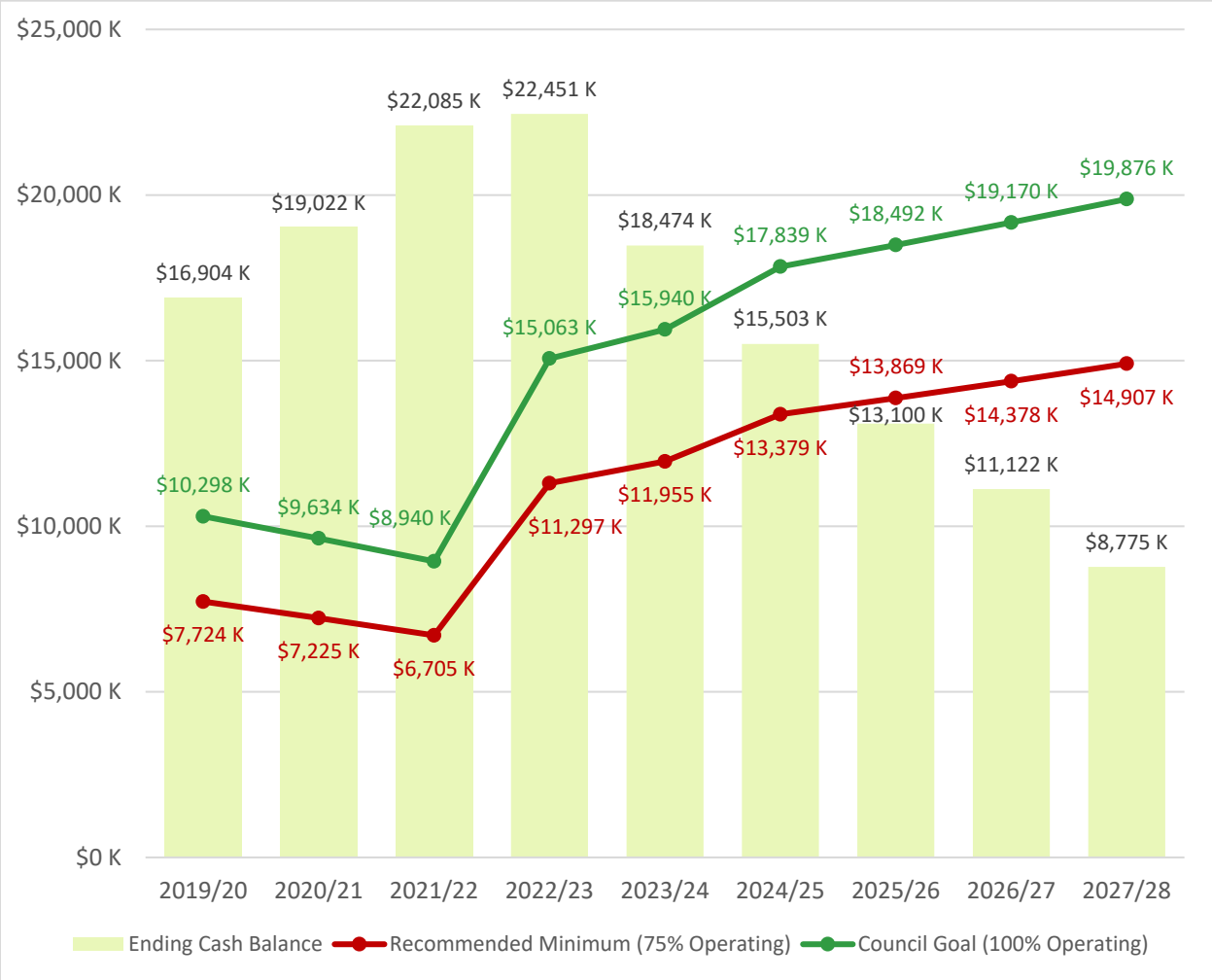
Category	Current Rates	Proposed Rates	
	2022/23	2023/24	2024/25
Inside City Customers			
Readiness charge rate* (daily)	$0.31559	$0.34084	$0.36811
Billing charge rate (per bill)	5.85	6.32	6.83
Commodity charge rate (per 100 cu.ft.)	4.18	4.51	4.87
Outside City Customers			
Readiness charge rate* (daily)	$0.63118	$0.68168	$0.73622
Billing charge rate (per bill)	11.70	12.64	13.66
Commodity charge rate (per 100 cu.ft.)	8.36	9.02	9.74
Blackman Township Customers			
Readiness charge rate* (daily)	$0.50494	$0.54534	$0.58898
Billing charge rate (per bill)	9.36	10.11	10.93
Commodity charge rate (per 100 cu.ft.)	5.23	5.64	6.09
Michigan Dept. of Corrections			
Readiness charge rate* (daily)	$0.50494	$0.54534	$0.58898
Billing charge rate (per bill)	9.36	10.11	10.93
Commodity charge rate (per 100 cu.ft.)	4.18	4.51	4.87
Summit Township Customers			
Readiness charge rate* (daily)	$0.31559	$0.34084	$0.36811
Billing charge rate (per bill)	5.85	6.32	6.83
Commodity charge rate (per 100 cu.ft.)	5.75	6.20	6.70
Leoni Township Customers			
Readiness charge rate* (daily)	$0.55228	$0.59647	$0.64419
Billing charge rate (per bill)	10.24	11.06	11.95
Commodity charge rate (per 100 cu.ft.)	7.32	7.89	8.52
Unmetered Fire Line Services			
Readiness charge rate* (yearly)	43.51	46.99	50.75

** 5/8" meter size readiness charge*

1.4 Cash Position Summary

The cash & investments balance for the City is currently around 18 months of cash operating expenses (net of depreciation). Which is over our recommended minimum balance of 6 months of cash operating expenses for the City's water fund. Over the forecast period, the cash balance decreases as the City's anticipating to cash fund and debt fund around $120 million in capital improvement projects, including lead service line replacements. The forecast estimates the ending cash balance to be just under 6 months' worth of cash operating expenses.

TABLE 1-4: SCHEDULE OF ACTUAL AND ESTIMATED ENDING CASH BALANCE



Information and Assumptions

A significant effort has been made by the City to inventory assets, evaluate the infrastructure, and determine asset criticality. The result is the identification of asset investment cost by project and by year. The rate study covers a 5-year forecast period to take this asset evaluation into account. The rate study is a four-step process: 1) historical comparison with audits and budgets, 2) test year, or normalized budget year, along with inflation assumptions for purposes of forecasting, 3) proof of rate to revenue for reliance on customer data, and 4) cash flow forecast including revenue, operating expense, capital spending, debt, and fund balance (i.e., actual cash and investment balance). The analysis is a "cash basis" approach as described in the AWWA Manual of Rate Making Practices.

Key information

- Audited comprehensive annual financial statements for FYE 2019, FYE 2020, FYE 2021 and FYE 2022.
- Actual Revenue and Expenditure Report for FYE 2021 and FYE 2022.
- Budgeted Revenue and Expenditure Report for FYE 2023 and FYE 2024.
- Water fund cash balance as of June 30, 2022, provided by the City.
- Capital Improvement Project (CIP) provided by the City.

Key Assumptions

- Rates should not only cover the system costs, but also support future system maintenance, capital improvements, and debt service payments.
- The City will follow AWWA guidelines.
- The City is not anticipating significant population growth.
- The budgeted amount for other revenue in FYE 2023 will be consistent in future years.
- The City will conduct all capital improvement projects forecasted by the City.
- No new major customers will be connecting to the system.
- Consumers usage will reduce by 5% every year starting in fiscal year 2023/24.
- The current market rate is used for calculating proposed bond debt service.

Revenues

2.1 Rates

The City bills customers based on generally accepted methods. Customers are billed a readiness charge based on meter size and on a commodity basis for the volume of water sold as well as a billing charge per bill. The number of customers billed at the current rates ties to the revenue reflected in the audit and budget, such that we can rely on these numbers for forecasting. The table below shows the current daily readiness charge rate for inside City customers.

TABLE 2-1A: CURRENT DAILY READINESS CHARGE RATE

Meter Size	Inside City Rate	Meter Ratios
5/8"	$0.31559	1.0
3/4"	0.47336	1.5
1"	0.78894	2.5
1 1/2"	1.57789	5.0
2"	2.52463	8.0
3"	4.73369	15.0
3" Turbine	5.52263	17.5
4"	7.88947	25.0
4" Turbine	9.46737	30.0
6"	15.77892	50.0
6" Turbine	19.72366	62.5
8"	25.24629	80.0
10" Turbine	45.75890	145.0

Customers that are located outside the City are charges based on a percentage of inside City rates. The table below demonstrates what percentages of inside City rates each customer group is charged.

TABLE 2-1B: RATES AS A PERCENTAGE OF INSIDE CITY RATES

Rate Category	Inside City	Outside City	Blackman Township		Summit Township	Leoni Township
Readiness charge (per day) (Inside City)	100%	200%	160%	*	100%	175%
Billing charge (per bill)	100%	200%	160%	*	100%	175%
Commodity charge (per 100 cu.ft.)	100%	200%	125%		138%	175%

** The additional 60% is forwarded to Blackman Township*

2.2 Customers and Usage

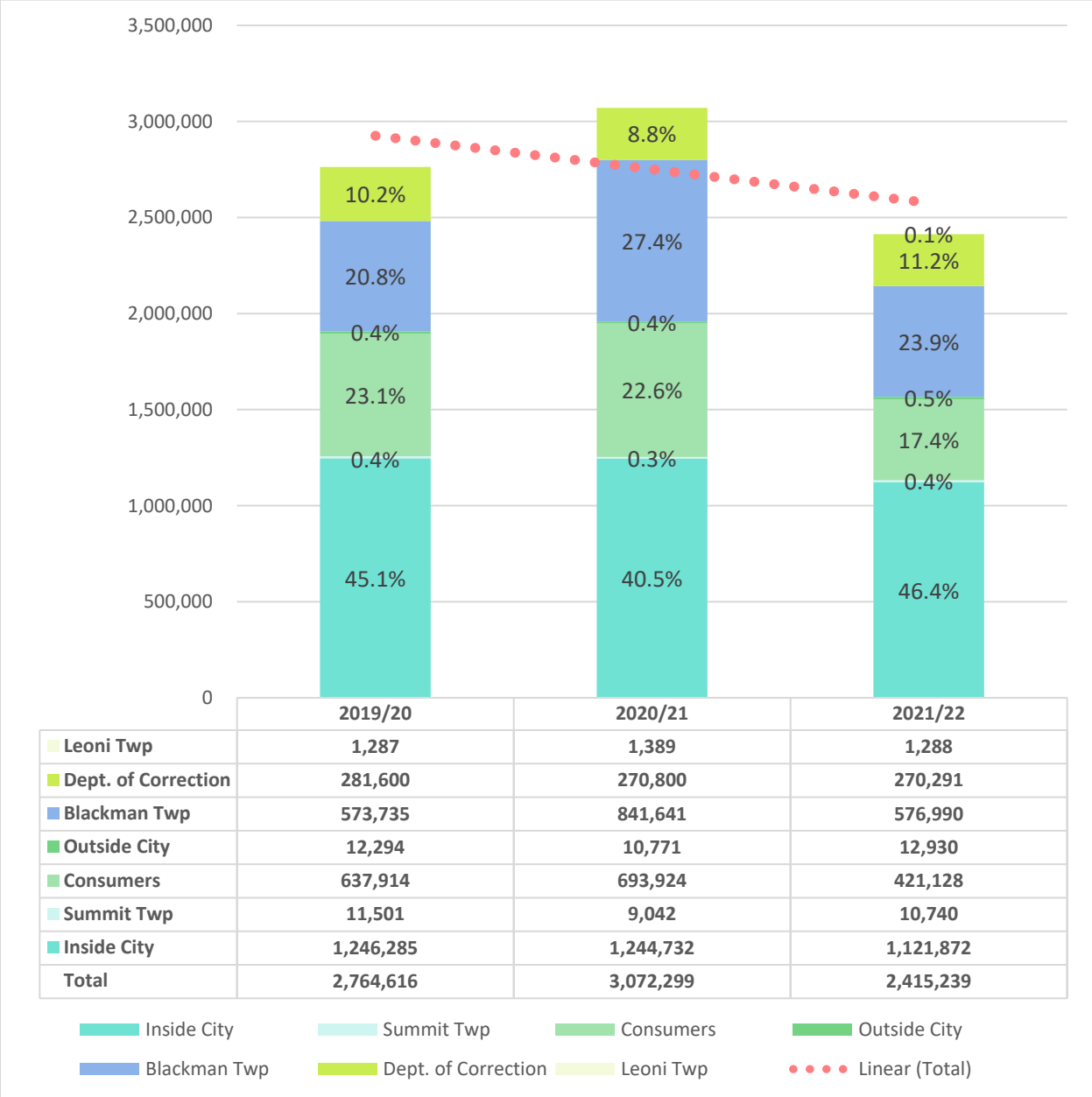
The City serves 14,177 customers within its own City limits as well as customers in Blackman Township, Summit Township, and Leoni Township. The table below illustrates the breakout of customers by meter size.

TABLE 2-2A: CUSTOMER METER COUNTS BY METER SIZE

Meter Size	Inside City	Outside City	Blackman Twp.	Summit Twp.	Leoni Twp.	Total
5/8"	9,865	67	2,131	-	23	12,086
3/4"	587	16	49	-	-	652
1"	444	9	163	-	1	617
1 1/2"	244	4	139	-	-	387
2"	160	4	162	1	1	328
3"	37	-	17	-	1	55
3" Turbine	2	-	-	-	-	2
4"	22	-	5	-	2	29
4" Turbine	2	1	-	-	-	3
6"	9	-	3	-	-	12
8"	-	-	-	-	-	-
10" Turbine	1	-	4	1	-	6
Total Meter Count	**11,373**	**101**	**2,673**	**2**	**28**	**14,177**

Over the past three years the City has seen relatively consistent levels of usage with a slight decrease in 2019/20 due to the COVID-19 Pandemic. The City anticipates the flow to continue to decrease due to Consumers reducing their usage. The forecast assumes a consistent flow going forward after adjusting the reduced usage from Consumers. The graph below illustrates the volume of water sold in cubic feet.

TABLE 2-2B: VOLUME OF WATER SOLD (CUBIC FEET)



	2019/20	2020/21	2021/22
Leoni Twp	1,287	1,389	1,288
Dept. of Correction	281,600	270,800	270,291
Blackman Twp	573,735	841,641	576,990
Outside City	12,294	10,771	12,930
Consumers	637,914	693,924	421,128
Summit Twp	11,501	9,042	10,740
Inside City	1,246,285	1,244,732	1,121,872
Total	2,764,616	3,072,299	2,415,239

2.3 Billing

The City bills customers both quarterly and monthly. The City Manager divides the service area into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The three districts of equal size are billed quarterly alternating between the districts each month. The fourth district is billed monthly. The table below shows the numbers of bills broken out by district that were processed by the utility billing department in fiscal year 2020/21.

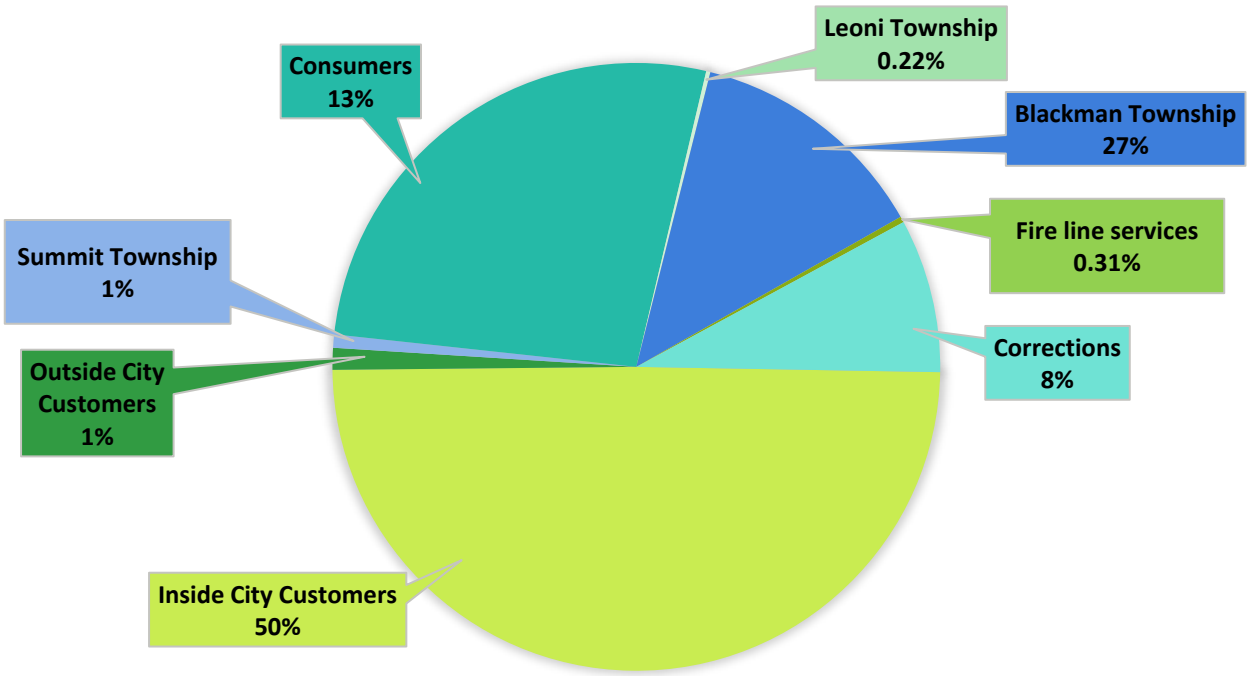
TABLE 2-3: NUMBER OF BILLS PROCESSED BY LOCATION AND DISTRICT

Location	1st District	2nd District	3rd District	4th District	Total
Inside City	13,485	14,757	13,802	12,582	54,626
Outside City	21	171	80	397	669
Blackman Twp.	6,982	-	1,179	7,570	15,731
Summit Twp.	-	-	-	24	24
Leoni Twp.	-	-	81	85	166
District Total	**20,488**	**14,928**	**15,142**	**20,658**	**71,216**

2.4 Revenue

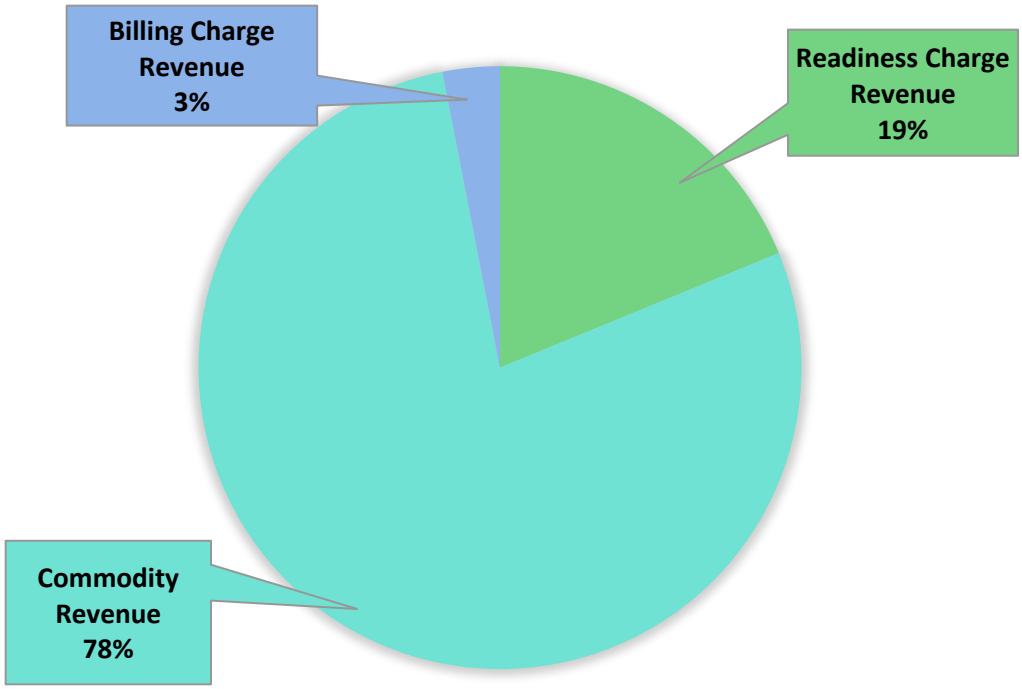
The City derives its most of its revenues from inside City customers followed by Blackman Township and Consumers. A small portion of total revenues come from outside City customers, Summit Township, Leoni Township, Fire Line Services and Corrections. The chart below demonstrated how much revenue is derived from each group of customers.

TABLE 2-4A: REVENUE BY CUSTOMER CATEGORY



Roughly 78% of the City's user rate revenue is brought in by the City's commodity charge, while around 22% is brought in by the City's readiness and billing charges. This aligns with industry standard as a commodity charge based on usage is typically seen as the most equitable way to allocate costs to customers. However, it is not ideal to have all of the revenue dependent on usage because there are fixed costs the system will need to cover regardless if there is a large decrease in usage. Further detail is provided below demonstrating how much revenue is derived from each rate.

TABLE 2-4B: REVENUE BY RATE CATEGORY



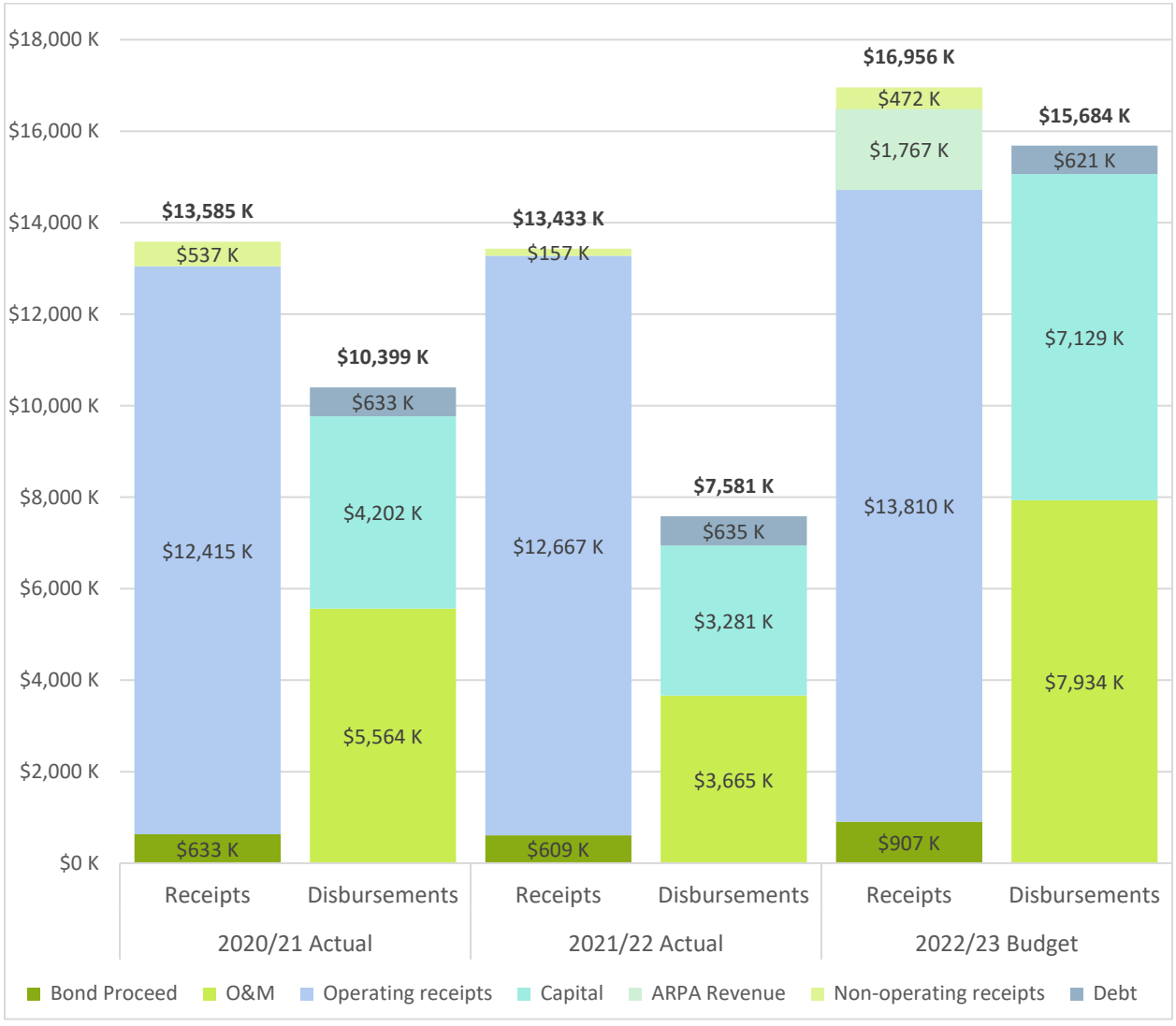
In addition to the revenues brought in by user rates, the City is conservatively assuming approximately $472,000 per year in other revenue (revenue not derived from user rates). These revenues consist primarily of penalties and interest earned. The forecast assumes that these other revenues will remain consistent in future years.

Operating & Maintenance Expenses

3.1 Historical O&M Expenses

Historical expenses are analyzed in the report to help look for trends and to help identify any outlier expenses. The City utilizes internal transfers from the sewage fund to sub-funds (fund 404, 405, 406) to help track expenses. These sub funds help the City track maintenance and repair expenses on the system. The current year budget is consistent with previous years, with most expenses increasing slightly year over year.

TABLE 3-1: RECEIPT AND DISBURSEMENT HISTORY



3.2 Test Year

A test year is a normalized year for operating and maintenance expense and becomes the base year used for forecasting future expenses.

Prior year budget actuals are analyzed for trends, outliers, or one-time expenses. Any items of concern were discussed with City officials to determine what a particular line item expense would be in a normal year. Certain adjustments were made to these particular line items to more accurately reflect a normalized year's expense to be used in the test year before forecasted out into future years.

3.3 Inflation Assumptions

The next step is to increase the test year expenses by an annual inflationary percentage. This is done as it is not reasonable to expect expenses to be the same as they are today over the 5 years forecasted in the report. These annual inflationary increases reflect the increases in costs over time and are used to help estimate what future operating and maintenance expenses will be. The table below summarizes the general inflationary assumptions used in the report.

TABLE 3-3: INFLATION ASSUMPTIONS

Expense Type	Inflation Assumptions
Compensation Related	5.0%
Benefits	5.0%
Operating	3.0%
Purchasing	3.0%
Materials & Utilities	4.0%
Contractual Services	5.0%

Capital Improvement Plan

4.1 Capital Improvement Plan (CIP)

Capital improvements are larger, one-time expenses that are not included in annual operating and maintenance expenses. It is beneficial to look at potential capital improvements well in advance and develop a capital improvement plan as it will help the City develop policy to manage rates over time to maintain the system with the most efficient use of funds. The City's capital improvement plan includes project plans for proactively maintaining the entire system and lead service line replacements.

The capital improvement plan estimated costs were provided by the City with built in inflation and contingency assumptions. A list of capital improvement costs by year is shown in table 4-1 below.

TABLE 4-1: CAPITAL IMPROVEMENT PROJECTS FUNDING SUMMARY

Fiscal Year	Project	Amount
2023/24	New Maintenance Shop	$1,200,000
2023/24	Clarifier Control Valve Actuators and Meters	675,000
2023/24	Ground Storage Tank Isolation Valve Replacement	200,000
2023/24	Filter Pipe Gallery 48"	225,000
2023/24	Ground Storage Tank Doom Roof	230,000
2023/24	Lead Service Line Replacement	2,082,538
2024/25	High Service Pump Replacement	2,100,000
2024/25	Well Replacements	4,200,000
2024/25	Lead Service Line Replacement	2,178,652
2025/26	High Service Station Power Upgrades	5,512,500
2025/26	Water Tower Rehabilitation	1,664,775
2025/26	Lead Service Line Replacement	2,279,332
2026/27	Well Replacements	4,630,500
2026/27	Install New Clear Wells/ 2nd Ground Storage Tank	2,315,250
2026/27	Upgrade to CL2 to Sodium Hypochlorite	1,157,625
2026/27	Lead Service Line Replacement	2,384,798
2027/28	Pump Station Building Relocation	41,327,213
2027/28	Lead Service Line Replacement	2,495,282
2028/29	Well Replacements	5,105,126
2028/29	Lead Service Line Replacement	2,611,028
Total		**$84,574,620**

4.2 CIP Funding

The City currently plans to cash fund and debt fund capital improvement projects. The capital improvement plan above, along with Fund 402, are shown in the chart and table below. A breakdown of Fund 402 can be found in Appendix A and the full capital improvement plan can be found in Appendix C of this report.

TABLE 4-2A: CAPITAL IMPROVEMENT PROJECTS FUNDING SUMMARY

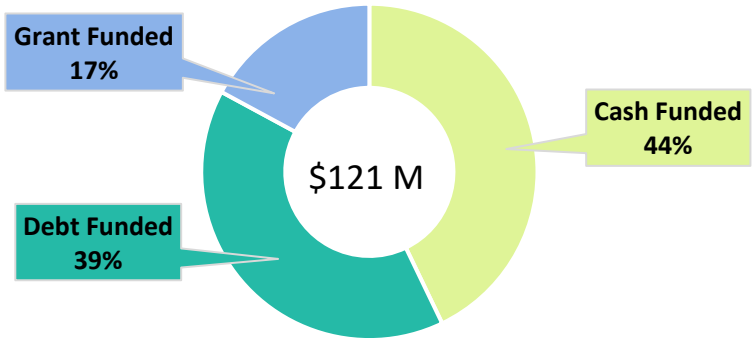
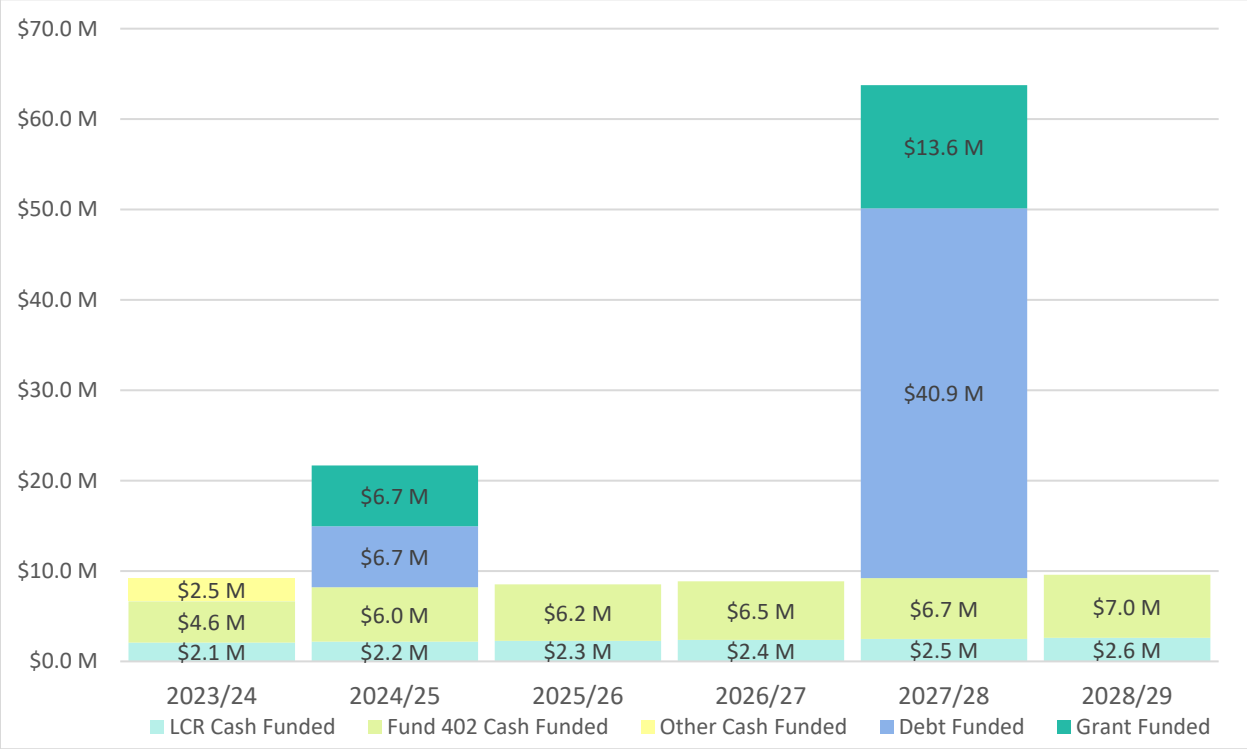


TABLE 4-2B: CAPITAL IMPROVEMENT PROJECTS SPENDING SUMMARY



We are proposing that the projects listed in 2024/25-2026/27 be grouped into one bond issue, and the projects listed in 2027/28-2028/29 be grouped together into another bond issue. Grouping projects together and utilizing debt only when needed help makes more efficient use of the City's funds as this helps reduce the amount of bond issuance cost that would be incurred if the City were to issue smaller bond issues. Further detail on the methodology for determining the need to issue bonds is explained in section 6.1.

Debt Service

5.1 Debt Limitation

The City is subject to the State of Michigan debt limitation of 10% of State Equalized Value (SEV), however, Act 94 of 1933 allows communities to issue bonds secured by the revenues of the system and because the security is system revenues (as opposed to the City's taxing ability) these bonds do not count towards the debt limit. Since the water fund can issue bonds under Act 94 of 1933, the 10% of SEV debt limit is not a concern related to the water fund utilizing debt to finance projects.

5.2 Current Debt Service

The City currently has one bond issues that the water fund is contributing to. The water fund is responsible 44.03% of the 2018 Capital Improvement Bonds as is outlined in the table below. The City's complete debt service schedule is included in Appendix B of this report.

TABLE 5-2 WATER FUND SCHEDULE OF EXISTING DEBT SERVICE

Fiscal Year	Debt Service
2022/23	$620,532
2023/24	624,385
2024/25	616,130
2025/26	618,331
2026/27	619,432
2027/28	619,432
Total	**$3,718,242**

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. Baker Tilly recommends that the City do a two-time increase starting in 2023/24. The cash flow also illustrates a three-time increase starting in 2025/26 and ending in 2027/28. However, we recommend that the City reevaluates the rates, revenues, and expenses in 2024/25 to determine the appropriate rate increase needed going forward.

6.2 Proposed/Potential Rates

Table 6-2A demonstrates a two-time increase of 8.0% to all rates in fiscal years 2023/24 and 2024/25 as well as a three-time increase of 12.0% starting in fiscal year 2025/26 and ending in 2027/28.

TABLE 6-2A: PROPOSED RATES ADJUSTMENTS

Adjustment	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Inside City Customers						
Readiness charge rate* (daily)	$0.31559	$0.34084	$0.36811	$0.41228	$0.46175	$0.51716
Billing charge rate (per bill)	5.85	6.32	6.83	7.65	8.57	9.60
Commodity charge rate (per 100 cu.ft.)	4.18	4.51	4.87	5.45	6.10	6.83
Outside City Customers						
Readiness charge rate* (daily)	$0.63118	$0.68168	$0.73622	$0.82456	$0.92350	$1.03432
Billing charge rate (per bill)	11.70	12.64	13.66	15.30	17.14	19.20
Commodity charge rate (per 100 cu.ft.)	8.36	9.02	9.74	10.90	12.20	13.66
Blackman Township Customers						
Readiness charge rate* (daily)	$0.50494	$0.54534	$0.58898	$0.65965	$0.73880	$0.82746
Billing charge rate (per bill)	9.36	10.11	10.93	12.24	13.71	15.36
Commodity charge rate (per 100 cu.ft.)	5.23	5.64	6.09	6.81	7.63	8.54
Michigan Dept. of Corrections						
Readiness charge rate* (daily)	$0.50494	$0.54534	$0.58898	$0.65965	$0.73880	$0.82746
Billing charge rate (per bill)	9.36	10.11	10.93	12.24	13.71	15.36
Commodity charge rate (per 100 cu.ft.)	4.18	4.51	4.87	5.45	6.10	6.83
Summit Township Customers						
Readiness charge rate* (daily)	$0.31559	$0.34084	$0.36811	$0.41228	$0.46175	$0.51716
Billing charge rate (per bill)	5.85	6.32	6.83	7.65	8.57	9.60
Commodity charge rate (per 100 cu.ft.)	5.75	6.20	6.70	7.49	8.39	9.39
Leoni Township Customers						
Readiness charge rate* (daily)	$0.55228	$0.59647	$0.64419	$0.72149	$0.80806	$0.90503
Billing charge rate (per bill)	10.24	11.06	11.95	13.39	15.00	16.80
Commodity charge rate (per 100 cu.ft.)	7.32	7.89	8.52	9.54	10.68	11.95
Unmetered Fire Line Services						
Readiness charge rate** (yearly)	43.51	46.99	50.75	56.84	63.66	71.30

** 5/8" meter size readiness charge rate*

***2" or smaller service size readiness charge*

The City bills customers quarterly. The below are estimates of a typical homeowner's quarterly bill for each of the members. This is assuming 1,800 cubic feet of use per quarter.

TABLE 6-2B: TYPICAL HOMEOWNER QUARTERLY BILL BY LOCATIONS

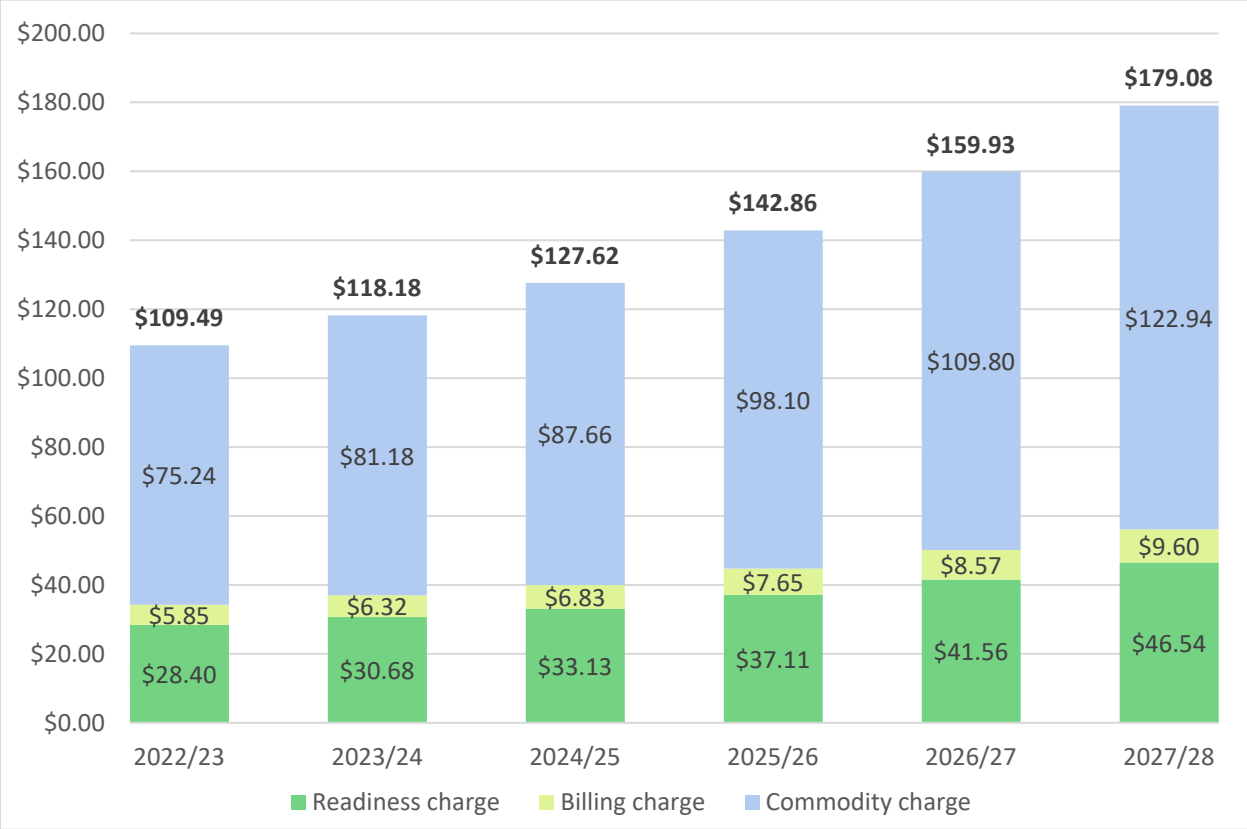
Homeowner Type	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Inside City*	$109.49	$118.18	$127.62	$142.86	$159.93	$179.08
Outside City*	218.99	236.35	255.24	285.71	319.86	358.17
Blackman Twp.*	148.85	160.67	173.51	194.23	217.45	243.51
Summit Twp.*	137.71	148.62	160.49	179.64	201.10	225.19
Leoni Twp.*	191.61	206.81	223.33	250.00	279.87	313.40

** Assumes 1,800 cubic feet/quarterly.*

6.3 Rate Impact Summary

The proposed rate track for results in an increase of $9.00 in fiscal years 2023/24 and 2024/25 to a typical homeowner's quarterly bill per year. Then additional increases of 12.0% every year starting in fiscal year 2025/26 and ending in 2027/28.

TABLE 6-3: TYPICAL HOMEOWNER QUARTERLY BILL



CITY OF JACKSON

Appendix A Comparative Detail of Operating Expenses

CITY OF JACKSON (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 556 Administrative & General								
Personal Services:								
591-556-000-702.000	Termination Pay	$244	-	-	-	-	-	0.00%
591-556-000-703.000	Salaries and Wages	132,792	$105,710	$132,323	$134,990	$139,388	$139,388	3.00%
591-556-000-707.000	Wages-Temporary	2,808	1,259	4,547	16,320	-	-	0.00%
591-556-000-708.000	Unemployment Comp.	16	10	56	81	16	16	3.00%
591-556-000-709.000	Employers FICA	9,945	6,946	7,618	11,690	10,806	10,806	3.00%
591-556-000-713.000	Overtime	6,667	1,619	1,477	1,500	1,450	1,450	3.00%
591-556-000-715.000	Pension-General	14,288	9,051	7,655	16,747	13,143	13,143	3.00%
591-556-000-716.000	Pension-MERS DC	331	335	1,055	2,500	3,353	3,353	3.00%
591-556-000-718.000	Health Insurance	29,421	23,720	22,808	22,849	30,356	30,356	5.00%
591-556-000-723.000	Health - MERS HSA	499	642	993	1,573	2,632	2,632	5.00%
591-556-000-724.000	Workers Compensation	75	115	113	130	282	282	3.00%
591-556-000-725.000	Other Fringe Benefits	829	1,034	750	1,637	2,451	2,451	3.00%
Material and Supplies								
591-556-000-752.000	Operating Supplies	22,770	4,517	4,046	10,500	10,920	10,920	3.00%
591-556-000-755.000	Gasoline	4,713	4,757	6,644	7,009	7,290	7,290	3.00%
591-556-000-776.000	Laundry	155	-	72	-	-	-	0.00%
Contractual and Other								
591-556-000-723.001	Health Insurance-Retirees	10,722	10,161	18,547	10,105	12,126	12,126	3.00%
591-556-000-808.000	Audit Fees	3,868	3,165	3,222	2,633	2,712	2,712	3.00%
591-556-000-818.000	Contractual Services	14,635	24,980	23,208	36,200	37,064	37,064	3.00%
591-556-000-849.000	Radio Maintenance	2,875	3,845	4,480	5,150	5,305	5,305	3.00%
591-556-000-853.000	Telephone	1,771	1,883	1,723	2,910	2,995	2,995	3.00%
591-556-000-880.000	Community Promotion	177,829	43,313	54,975	66,220	73,700	73,700	3.00%
591-556-000-900.000	Printing & Publishing	9,237	6,694	7,294	10,353	10,658	10,658	3.00%
591-556-000-910.000	Education & Training	483	356	410	4,120	4,240	4,240	3.00%
591-556-000-913.000	Travel	1,384	-	-	3,500	3,605	3,605	3.00%
591-556-000-915.000	Memberships and Dues	3,906	4,446	4,726	5,020	5,175	5,175	3.00%
591-556-000-920.000	Utilities-Electricity	-	-	-	1,100	1,210	1,210	4.00%
591-556-000-921.000	Utilities-Gas	-	-	-	550	650	650	4.00%
591-556-000-930.000	Building Maintenance	-	-	-	2,500	2,750	2,750	3.00%
591-556-000-931.002	Office Equipment Maint.	343	540	441	870	900	900	3.00%
591-556-000-935.000	Insurance	80,320	79,212	85,967	90,214	93,823	93,823	3.00%
591-556-000-935.001	Insurance-Deductible	-	-	-	10,000	10,000	10,000	3.00%
591-556-000-961.101	Admin.-General Fund	311,490	265,277	232,836	232,836	232,836	232,836	0.00%
591-556-000-962.000	Uncollectible Accounts	(5,806)	3,307	5,148	15,000	15,000	15,000	3.00%
591-556-000-995.386	Cont.-2018 Cap. Imp. D/S Fd.	-	-	-	-	- [1]	-	0.00%
591-556-000-995.402	Cont.-Water Equip. & Rep. Fd.	-	-	-	-	- [1]	-	0.00%
591-556-000-995.403	Cont.-Lead Service Line Rep. Fd.	-	-	-	-	- [1]	-	0.00%
591-556-000-995.409	Cont.-2022 Water Sys. Project Const.	-	-	-	-	- [1]	-	0.00%
Capital Outlay:								
591-556-000-968.000	Depreciation	-	-	-	-	- [2]	-	0.00%
591-556-000-968.087	Depreciation - Leases (GASB 87)	-	-	-	-	- [2]	-	0.00%
591-556-000-970.087	Principal - Leases (GASB 87)	-	-	(23,768)	(26,145)	(28,760) [3]	-	0.00%
	Total Dept 556 Expenses	838,610	606,894	609,366	700,662	708,076	736,836	
Dept 558 Billing & Collection (50% Water Fund)								
Personal Services:								
591-558-000-702.000	Termination Pay	1,461	46	643	-	-	-	0.00%
591-558-000-703.000	Salaries and Wages	123,557	150,934	161,313	190,797	194,490	194,490	3.00%
591-558-000-707.000	Wages-Temporary	6,300	1,500	-	10,390	13,680	13,680	3.00%
591-558-000-708.000	Unemployment Comp.	494	249	-	290	48	48	3.00%
591-558-000-709.000	Employers FICA	9,332	10,776	256	15,697	16,314	16,314	3.00%
591-558-000-713.000	Overtime	981	853	11,454	4,000	4,547	4,547	3.00%
591-558-000-715.000	Pension-General	14,444	17,194	1,385	23,882	21,675	21,675	3.00%
591-558-000-716.000	Pension-MERS DC	2,246	2,072	19,114	5,844	2,816	2,816	3.00%
591-558-000-716.001	Retirement-Contractual	578	-	2,266	-	-	-	0.00%
591-558-000-718.000	Health Insurance	25,873	33,963	35,860	39,206	41,293	41,293	5.00%
591-558-000-723.000	Health - MERS HSA	3,366	3,441	3,374	3,700	3,900	3,900	5.00%
591-558-000-724.000	Workers Compensation	76	66	124	390	84	84	3.00%
591-558-000-725.000	Other Fringe Benefits	1,338	1,523	1,538	2,145	4,673	4,673	3.00%
Material and Supplies:								
591-558-000-752.000	Office Supplies	6,767	10,552	8,475	22,000	24,000	24,000	3.00%

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 558 Billing & Collection (50% Water Fund) (Continued)								
Contractual and Other:								
591-558-000-723.001	Health Insurance-Retirees	7,443	6,344	5,151	7,658	9,189	9,189	3.00%
591-558-000-808.000	Audit Fees	1,934	1,583	1,611	1,317	1,356	1,356	3.00%
591-558-000-810.000	EPAY Costs	2,456	2,489	2,572	2,928	3,050	3,050	3.00%
591-558-000-818.000	Contractual Services	3,339	4,396	4,293	4,988	5,575	5,575	5.00%
591-558-000-851.000	Postage	13,211	9,466	11,691	15,020	20,000	20,000	3.00%
591-558-000-853.000	Telephone	845	863	1,002	1,116	1,150	1,150	3.00%
591-558-000-900.000	Printing & Publishing	1,906	1,641	133	1,888	1,995	1,995	3.00%
591-558-000-908.002	Residency Allowance	1,800	900	900	1,800	1,800	1,800	3.00%
591-558-000-910.000	Education & Training	30	-	645	1,000	1,500	1,500	3.00%
591-558-000-913.000	Travel	27	-	175	1,000	1,500	1,500	3.00%
591-558-000-915.000	Memberships & Dues	200	-	-	340	350	350	3.00%
591-558-000-931.002	Office Equipment Maintenance	3,111	2,818	2,150	3,010	3,225	3,225	3.00%
591-558-000-935.000	Insurance	3,951	1,587	4,214	4,406	4,582	4,582	3.00%
591-558-000-945.000	Office Equipment Rental	-	-	-	250	250	250	3.00%
591-558-000-961.101	Admin.-General Fund	23,272	19,820	17,396	17,396	17,396	17,396	0.00%
591-558-000-962.000	Uncollectible Accounts	-	-	-	1,250	2,500	2,500	3.00%
Capital Outlay:								
591-558-000-971.011	City Hall Improvements	-	4,000	9,512	12,500	12,500	12,500	3.00%
591-558-000-980.001	Office Equipment	6,286	3,817	7,931	7,500	7,500	7,500	3.00%
	Total Dept 558 Expenses	266,618	292,888	315,172	403,706	422,937	422,937	
Dept 560 Transmission & Distribution								
Personal Services:								
591-560-000-702.000	Termination Pay	342	228	-	-	-	-	0.00%
591-560-000-703.000	Salaries and Wages	393,763	369,148	390,157	644,624	836,108	836,108	3.00%
591-560-000-707.000	Wages-Temporary	-	-	-	10,163	15,000	15,000	3.00%
591-560-000-708.000	Unemployment Comp.	34	34	246	409	181	181	3.00%
591-560-000-709.000	Employers FICA	28,517	27,240	28,702	55,319	73,896	73,896	3.00%
591-560-000-713.000	Overtime	9,678	15,611	20,719	68,341	107,821	107,821	3.00%
591-560-000-715.000	Pension-General	48,160	45,125	48,515	87,481	103,174	103,174	3.00%
591-560-000-716.000	Pension-MERS DC	3,379	4,186	5,114	13,175	18,906	18,906	3.00%
591-560-000-718.000	Health Insurance	74,258	84,237	83,495	128,281	191,920	191,920	5.00%
591-560-000-723.000	Health - MERS HSA	5,781	6,783	7,546	14,985	22,425	22,425	5.00%
591-560-000-724.000	Workers Compensation	2,756	2,691	2,569	5,367	5,192	5,192	3.00%
591-560-000-725.000	Other Fringe Benefits	2,169	1,881	2,930	10,196	16,102	16,102	3.00%
Material and Supplies:								
591-560-000-756.000	Operating Supplies	22,921	25,299	18,055	27,900	41,400	41,400	3.00%
591-560-000-759.000	Gasoline	20,649	9,908	22,040	29,000	32,000	32,000	3.00%
591-560-000-773.000	Laundry	3,949	4,346	5,872	8,200	9,000	9,000	3.00%
591-560-000-774.000	Small Tools	4,619	3,732	5,216	20,950	11,000	11,000	3.00%
591-560-000-781.000	Construction Supplies	103,356	195,724	136,016	217,100	251,800	251,800	3.00%
Contractual and Other:								
591-560-000-723.001	Health Insurance-Retirees	6,789	5,111	3,807	2,000	2,400	2,400	5.00%
591-560-000-818.000	Contractual Services	229,375	174,425	90,190	112,600	186,400	186,400	5.00%
591-560-000-853.000	Telephone	3,011	3,306	3,315	3,805	4,160	4,160	3.00%
591-560-000-908.002	Residency Allowance	1,800	1,800	1,800	1,800	1,800	1,800	3.00%
591-560-000-908.003	Licensed Stipend	-	-	1,750	1,750	3,500	3,500	3.00%
591-560-000-910.000	Education & Training	9,571	1,171	10,856	15,700	17,000	17,000	3.00%
591-560-000-913.000	Travel	259	51	601	900	1,500	1,500	3.00%
591-560-000-918.000	Pavement Repairs	76,662	59,011	80,027	110,000	145,850	145,850	3.00%
591-560-000-920.000	Utilities-Electricity	1,307	1,060	939	1,100	1,300	1,300	4.00%
591-560-000-921.000	Utilities-Gas	495	1,249	1,671	1,800	2,000	2,000	4.00%
591-560-000-924.001	Utilities-Water	2	4	1,426	1,700	2,000	2,000	4.00%
591-560-000-930.000	Building Maintenance	17	1,166	115	1,000	4,000	4,000	3.00%
591-560-000-931.001	Equipment Maintenance	822	-	-	1,000	15,000	15,000	3.00%
591-560-000-932.000	Vehicle Maintenance	51,776	42,817	39,101	43,000	65,000	65,000	3.00%
591-560-000-943.000	Equipment Rental-MP	38,432	66,292	70,779	81,500	89,650	89,650	3.00%
591-560-000-961.641	Public Works O/H	48,589	64,675	63,435	66,976	68,985	68,985	3.00%
591-560-000-961.642	Engineering O/H	15,636	264	-	-	-	-	0.00%
	Total Dept 560 Expenses	1,208,874	1,218,575	1,147,004	1,788,122	2,346,470	2,346,470	

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client---------)						
Dept 560 Transmission & Distribution (Continued)								
Dept 564 Meter Maintenance								
Personal Services:								
591-564-000-703.000	Salaries and Wages	218,368	214,100	155,353	221,791	220,394	220,394	3.00%
591-564-000-707.000	Wages-Temporary	-	-	-	5,000	10,000	10,000	3.00%
591-564-000-708.000	Unemployment Comp.	23	24	129	195	55	55	3.00%
591-564-000-709.000	Employers FICA	16,146	16,060	11,878	18,388	19,539	19,539	3.00%
591-564-000-713.000	Overtime	3,045	4,908	9,239	13,569	19,830	19,830	3.00%
591-564-000-715.000	Pension-General	17,275	15,289	18,063	28,879	25,898	25,898	3.00%
591-564-000-716.000	Pension-MERS DC	7,315	5,107	2,537	7,061	5,798	5,798	3.00%
591-564-000-718.000	Health Insurance	48,939	46,978	39,256	71,580	73,122	73,122	5.00%
591-564-000-723.000	Health - MERS HSA	5,690	4,936	3,566	5,550	5,850	5,850	5.00%
591-564-000-724.000	Workers Compensation	1,218	879	786	2,128	1,337	1,337	3.00%
591-564-000-725.000	Other Fringe Benefits	990	701	73	4,146	4,139	4,139	3.00%
Material and Supplies:								
591-564-000-752.000	Office Supplies	804	330	1,032	1,000	1,000	1,000	3.00%
591-564-000-756.000	Operating Supplies	3,150	7,511	3,688	6,000	8,000	8,000	3.00%
591-564-000-759.000	Gasoline	6,474	6,097	9,116	10,850	11,935	11,935	3.00%
591-564-000-773.000	Laundry	1,695	1,224	2,807	3,165	3,261	3,261	3.00%
591-564-000-774.000	Small Tools	5,371	3,795	3,302	7,500	7,500	7,500	3.00%
591-564-000-782.000	Materials	5,490	2,110	2,266	15,000	15,000	15,000	3.00%
Contractual and Other:								
591-564-000-723.001	Health Insurance-Retirees	53,093	53,546	39,785	36,672	44,006	44,006	5.00%
591-564-000-818.000	Contractual Services	13,634	439	2,282	13,250	19,250	19,250	5.00%
591-564-000-853.000	Telephone	5,336	4,725	5,043	6,325	6,325	6,325	3.00%
591-564-000-908.002	Residency Allowance	3,600	3,600	3,600	3,600	3,600	3,600	3.00%
591-564-000-910.000	Education & Training	863	1,049	1,597	5,250	7,000	7,000	3.00%
591-564-000-913.000	Travel	-	-	485	2,500	2,500	2,500	3.00%
591-564-000-915.000	Memberships & Dues	-	-	-	250	500	500	3.00%
591-564-000-920.000	Utilities-Electricity	1,327	1,068	948	1,000	1,000	1,000	4.00%
591-564-000-921.000	Utilities-Gas	495	1,249	1,671	1,650	1,650	1,650	4.00%
591-564-000-924.001	Utilities-Water	2	4	428	504	504	504	4.00%
591-564-000-930.000	Building Maintenance	297	-	-	250	500	500	3.00%
591-564-000-931.001	Equipment Maintenance	-	-	-	500	1,000	1,000	3.00%
591-564-000-932.000	Vehicle Maintenance	9,247	12,871	8,133	10,000	11,000	11,000	3.00%
591-564-000-943.000	Equipment Rental - Motor Pool	528	3,089	2,808	2,500	3,025	3,025	3.00%
591-564-000-961.641	Public Works O/H	3,478	1,898	7,084	12,995	13,385	13,385	3.00%
	Total Dept 564 Expenses	433,893	413,587	336,955	519,048	547,903	547,903	
Dept 565 Water Treatment Plant & Pumping								
Personal Services:								
591-565-000-702.000	Termination Pay	556	1,771	5,879	332	-	-	0.00%
591-565-000-703.000	Salaries and Wages	617,803	605,867	683,957	780,153	813,378	813,378	3.00%
591-565-000-707.000	Wages-Temporary	3,836	2,311	4,114	15,660	30,000	30,000	3.00%
591-565-000-708.000	Unemployment Comp.	59	68	519	578	162	162	3.00%
591-565-000-709.000	Employers FICA	51,655	51,021	60,042	72,010	77,243	77,243	3.00%
591-565-000-713.000	Overtime	90,028	96,311	133,890	145,500	78,054	78,054	3.00%
591-565-000-715.000	Pension-General	74,480	77,788	91,056	113,579	102,508	102,508	3.00%
591-565-000-716.000	Pension-MERS DC	8,444	8,261	12,856	25,636	21,976	21,976	3.00%
591-565-000-716.001	Retirement - Contractual	5,363	1,306	1,651	1,843	3,852	3,852	3.00%
591-565-000-718.000	Health Insurance	119,284	119,814	139,706	156,835	198,141	198,141	5.00%
591-565-000-723.000	Health - MERS HSA	9,801	8,836	12,248	16,000	19,168	19,168	5.00%
591-565-000-724.000	Workers Compensation	2,803	2,780	3,630	4,900	5,179	5,179	3.00%
591-565-000-725.000	Other Fringe Benefits	2,683	2,892	2,379	13,745	13,852	13,852	3.00%
Material and Supplies:								
591-565-000-753.001	Chemicals-Fluoride	9,308	10,444	9,734	18,000	19,050	19,050	5.00%
591-565-000-753.002	Chemicals-Lime	475,293	472,752	444,489	468,529	550,500	550,500	5.00%
591-565-000-753.003	Chemicals-Soda Ash	39,572	65,148	18,559	50,000	103,302	103,302	5.00%
591-565-000-753.004	Chemicals-Caustic Soda	40,151	31,658	-	100,000	200,700	200,700	5.00%
591-565-000-753.007	Chemicals-Phosphate	26,563	26,303	-	90,000	113,742	113,742	5.00%
591-565-000-753.008	Chemicals-Calcium Hypochlorite	3,560	3,890	-	4,410	5,500	5,500	5.00%
591-565-000-753.009	Chemicals-Chlorine	17,469	18,564	40,641	110,000	146,631	146,631	5.00%
591-565-000-753.010	Ferric Chloride	25,558	25,727	25,529	40,000	50,120	50,120	5.00%
591-565-000-755.000	Safety Supplies	178	-	143	4,000	5,000	5,000	3.00%
591-565-000-756.000	Operating Supplies	2,356	3,335	5,498	6,000	6,300	6,300	3.00%

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 565 Water Treatment Plant & Pumping (Continued)								
Material and Supplies (Continued):								
591-565-000-758.000	Diesel Fuel	87	3,518	-	5,840	10,000	10,000	3.00%
591-565-000-759.000	Gasoline	3,848	5,240	9,314	9,540	10,495	10,495	3.00%
591-565-000-763.000	Laboratory Supplies	28,491	41,251	50,666	45,000	47,250	47,250	3.00%
591-565-000-773.000	Laundry	5,728	5,499	8,039	10,260	10,570	10,570	3.00%
591-565-000-774.000	Small Tools	1,009	2,868	5,912	10,000	10,000	10,000	3.00%
591-565-000-776.000	Custodial Supplies	4,270	3,576	2,663	4,175	4,592	4,592	3.00%
591-565-000-778.000	Equipment Maint. Supplies	62,296	60,412	79,186	119,056	158,144	158,144	3.00%
Contractual and Other:								
591-565-000-723.001	Health Insurance-Retirees	10,135	9,827	6,003	5,950	7,140	7,140	5.00%
591-565-000-818.000	Contractual Services	563,353	569,383	855,590	1,401,154	1,669,809	1,669,809	3.00%
591-565-000-818.001	Cont.Service-Well Field	-	2,520	22,071	21,000	22,191	22,191	3.00%
591-565-000-818.003	Cont.Service-Pumping Station	-	975	-	16,150	16,960	16,960	3.00%
591-565-000-853.000	Telephone	4,800	6,098	11,942	12,725	13,361	13,361	3.00%
591-565-000-908.002	Residency Allowance	1,800	3,600	3,600	5,400	7,200	7,200	3.00%
591-565-000-908.003	Licensed Stipend	-	-	4,500	6,000	7,000	7,000	3.00%
591-565-000-910.000	Education & Training	5,557	2,015	11,639	17,775	27,648	27,648	3.00%
591-565-000-913.000	Travel	2,164	291	665	4,305	6,600	6,600	3.00%
591-565-000-915.000	Memberships and Dues	875	-	905	1,025	1,100	1,100	3.00%
591-565-000-920.000	Utilities-Electricity	473,552	490,167	402,427	475,000	500,000	500,000	4.00%
591-565-000-921.000	Utilities-Gas	24,458	28,901	34,236	39,414	43,355	43,355	4.00%
591-565-000-924.001	Utilities-Water	8,140	4,848	5,841	7,000	7,700	7,700	4.00%
591-565-000-930.000	Building Maintenance	-	4,529	-	25,000	70,000	70,000	3.00%
591-565-000-932.000	Vehicle Maintenance	3,778	8,354	5,093	10,000	11,000	11,000	3.00%
591-565-000-940.000	Rentals	-	-	122	5,250	5,775	5,775	3.00%
591-565-000-943.000	Equipment Rental - MP	2,966	6,451	11,124	12,237	13,236	13,236	3.00%
591-565-000-961.641	Public Works Overhead	1,953	2,661	17,007	15,103	17,517	17,517	3.00%
	Total Dept 565 Expenses	2,836,063	2,899,831	3,245,065	4,522,069	5,263,001	5,263,001	
	Total Fund 591 Expenses	$5,584,058	$5,431,775	$5,653,562	$7,933,607	$9,288,387	$9,317,147	

[1] These expenses are removed from this section of the report as they are transferred to the funds shown on the other pages.
[2] Depreciation is removed from this report as this study is performed on the cash basis.
[3] These revenues are removed from the test year of the report.

CITY OF JACKSON (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 402 - Water Equipment & Replacement Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 458 - New Water Main Construction								
Personal Services:								
402-458-000-703.000	Salaries and Wages	$70,517	$78,948	$98,578	$152,361	$125,329	$125,329	3.00%
402-458-000-707.000	Wages-Temporary	-	2,229	1,100	2,201	-	-	0.00%
402-458-000-708.000	Unemployment	3	5	54	10	21	21	3.00%
402-458-000-709.000	Employers FICA	5,043	5,652	6,888	11,824	9,588	9,588	3.00%
402-458-000-713.000	Overtime	43	1,310	-	-	-	-	0.00%
402-458-000-715.000	Pension-General	8,704	9,261	11,743	20,169	13,799	13,799	3.00%
402-458-000-715.000	Pension-MERS DC	-	93	407	1,338	1,987	1,987	3.00%
402-458-000-718.000	Health Insurance	12,475	13,457	16,635	30,302	22,180	22,180	5.00%
402-458-000-723.000	Health - MERS H.S.A.	-	155	474	1,144	1,475	1,475	5.00%
402-458-000-724.000	Workers Compensation	207	258	275	767	532	532	3.00%
402-458-000-725.000	Other Fringe Benefits	393	357	398	639	1,605	1,605	3.00%
Material and Supplies:								
402-458-000-782.000	Materials	944	3,078	2,861	600	600	600	3.00%
Contractual and Other:								
402-458-000-818.000	Contractual Services	1,443,682	1,767,314	2,092,032	2,042,324	2,753,099	2,753,099	3.00%
402-458-000-943.000	Equipment Rental - MP	-	120	13	2,000	2,000	2,000	3.00%
402-458-000-961.641	PW Overhead	-	1,164	502	600	600	600	3.00%
402-458-000-961.642	ENG Overhead	60,761	61,782	70,143	106,653	87,730	87,730	3.00%
Contractual and Other:								
402-458-000-984.000	Software	5,875	5,875	5,875	5,659	5,875	5,875	3.00%
	Total Dept 458 Expenses	1,608,647	1,951,058	2,307,978	2,378,591	3,026,420	3,026,420	
Dept 591 - Capital Assets - Other								
Capital Outlay:								
402-591-000-975.000	Building Additions	2,000	6,139	-	86,100	76,460 [1]	76,460	3.00%
402-591-000-975.075	DPW WTP/WWTP Bldgs.	1,865,555	290,116	-	62,488	-	-	0.00%
402-591-000-980.001	Office Equipment	3,090	15,406	33,396	21,825	12,900	12,900	3.00%
402-591-000-981.000	Vehicles/Enterprise Lease	11,333	24,462	63,494	356,615	376,508	376,508	3.00%
402-591-000-984.003	GIS Projects	1,000	1,000	-	13,500	13,500	13,500	3.00%
402-591-000-985.000	Machinery & Equipment	198,808	242,426	123,921	582,867	196,790	196,790	5.00%
402-591-000-985.001	Meters	266,823	115,712	130,118	225,000	370,000	370,000	5.00%
402-591-000-985.002	Wellfield	78,095	243	11,560	26,200	66,850	66,850	5.00%
402-591-000-985.003	Pumping Station	-	-	-	9,270	10,197	10,197	5.00%
402-591-000-985.004	Storage Tanks	-	123	308	790	870	870	5.00%
402-591-000-985.005	Engineering	208,447	162,259	134,732	302,950	280,500	280,500	3.00%
402-591-000-985.006	Treatment Plant	429,292	1,351,735	424,313	1,653,008	58,685 [1]	1,300,000	5.00%
402-591-000-985.010	Well Abandonment Program	-	-	-	10,000	10,000	10,000	3.00%
402-591-000-985.011	Wellhead Protection Prog.	-	-	9,120	35,000	20,000	20,000	3.00%
402-591-000-985.012	Cross Connection Program	41,118	41,369	42,504	48,111	49,554	49,554	3.00%
	Total Dept 591 Expenses	3,105,561	2,250,990	973,466	3,433,724	1,542,814	2,784,129	
	Total Fund 402 Expenses	$4,714,208	$4,202,048	$3,281,444	$5,812,315	$4,569,234	$5,810,549	

[1] One-time capital improvements are removed from this section of the report. These items are discussed later in the report.

CITY OF JACKSON (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 403 - Lead Service Line Replacement

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 542 - Service Line Replacement								
Personal Services:								
403-542-000-703.000	Salaries and Wages	-	$3,056	$664	$178,915	$309,702	$309,702	3.00%
403-542-000-708.000	Unemployment	-	-	-	282	184	184	3.00%
403-542-000-709.000	Employers FICA	-	202	43	14,687	23,692	23,692	3.00%
403-542-000-715.000	Pension-General	-	367	81	24,453	34,099	34,099	3.00%
403-542-000-716.000	Pension-MERS DC	-	51	9	7,867	11,291	11,291	3.00%
403-542-000-718.000	Health Insurance	-	982	299	31,254	52,649	52,649	5.00%
403-542-000-723.000	Health - MERS H.S.A.	-	86	15	12,965	13,650	13,650	5.00%
403-542-000-724.000	Workers Compensation	-	20	5	1,475	1,688	1,688	3.00%
403-542-000-725.000	Other Fringe Benefits	-	13	48	4,146	7,373	7,373	3.00%
Material and Supplies:								
403-458-000-782.000	Materials	-	2,150	734	163,790	248,867	248,867	5.00%
Contractual and Other:								
403-542-000-818.000	Contractual Services	-	32,038	2,879	532,760	824,007	824,007	5.00%
403-542-000-943.000	Equipment Rental - MP	-	230	111	274,610	471,825	471,825	5.00%
403-542-000-961.641	PW Overhead	-	4,893	-	40,971	70,911	70,911	5.00%
403-542-000-961.642	ENG Overhead	-	637	163	-	-	-	0.00%
Capital Outlay:								
403-542-000-984.000	Software	-	-	-	28,716	12,600	12,600	3.00%
	Total Fund 403 Expenses	-	$44,725	$5,051	$1,316,891	$2,082,538	$2,082,538	

CITY OF JACKSON

Appendix B Schedule of Existing Debt Service

CITY OF JACKSON (MICHIGAN) WATER FUND

SCHEDULE OF AMORTIZATION OF $5,146,523 PRINCIPAL AMOUNT OUTSTANDING OF 2018 CAPITAL IMPROVEMENT BONDS

Payment Date	Principal Balance	Interest Rate	Debt Service			Fiscal Year Total
			Principal	Interest	Total	
	(In Dollars)	(%)	(----------In Dollars----------)			
12/01/22	$5,146,523			$128,663.08	$128,663.08	
06/01/23	5,146,523	5.00	$363,206	128,663.08	491,869.33	$620,532.41
12/01/23	4,783,316			119,582.92	119,582.92	
06/01/24	4,783,316	5.00	385,219	119,582.92	504,801.67	624,384.59
12/01/24	4,398,098			109,952.45	109,952.45	
06/01/25	4,398,098	5.00	396,225	109,952.45	506,177.45	616,129.90
12/01/25	4,001,873			100,046.82	100,046.82	
06/01/26	4,001,873	5.00	418,238	100,046.82	518,284.32	618,331.14
12/01/26	3,583,635			89,590.88	89,590.88	
06/01/27	3,583,635	5.00	440,250	89,590.88	529,840.88	619,431.76
12/01/27	3,143,385			78,584.63	78,584.63	
06/01/28	3,143,385	5.00	462,263	78,584.63	540,847.13	619,431.76
12/01/28	2,681,123			67,028.07	67,028.07	
06/01/29	2,681,123	5.00	484,275	67,028.07	551,303.07	618,331.14
12/01/29	2,196,848			54,921.19	54,921.19	
06/01/30	2,196,848	5.00	510,690	54,921.19	565,611.19	620,532.38
12/01/30	1,686,158			42,153.94	42,153.94	
06/01/31	1,686,158	5.00	534,904	42,153.94	577,057.69	619,211.63
12/01/31	1,151,254			28,781.35	28,781.35	
06/01/32	1,151,254	5.00	561,319	28,781.35	590,100.10	618,881.45
12/01/32	589,935			14,748.38	14,748.38	
06/01/33	589,935	5.00	589,935	14,748.38	604,683.38	619,431.76
	Totals		$5,146,523	$1,668,107.42	$6,814,629.92	$6,814,629.92

Note: Water fund is responsible for 44.025% of the 2018 Capital Improvement Bonds.

CITY OF JACKSON

Appendix C Schedule of Estimated Capital Improvement Plan

CITY OF JACKSON (MICHIGAN) WATER FUND

SCHEDULE OF ESTIMATED CAPITAL IMPROVEMENT PLAN

Capital Improvement	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
New Maintenance Shop	$1,200,000										
Clarifier Control Valve Actuators and Meters	675,000										
Ground Storage Tank Isolation Valve	200,000										
Filter Pipe Gallery 48"	225,000										
Ground Storage Tank Doom Roof	230,000										
High Service Pump Replacement		$2,100,000									
Well Replacements		4,200,000									
High Service Station Power Upgrades			$5,512,500								
Water Tower Rehabilitation			1,664,775								
Well Replacements				$4,630,500							
Install New Clear Wells/ 2nd Ground Storage				2,315,250							
Upgrade to CL2 to Sodium Hypochlorite				1,157,625							
Pump Station Building Relocation					$41,327,213						
Well Replacements						$5,105,126					
Lime Press Plate							$2,680,191				
SCADA Hardware updates								$2,814,201			
Back up generation at sharp park well field									$1,477,455		
New WTP Facility										$108,592,975	
Pump Station Rehabilitation Citywide											$3,257,789
Totals:	$2,530,000	$6,300,000	$7,177,275	$8,103,375	$41,327,213	$5,105,126	$2,680,191	$2,814,201	$1,477,455	$108,592,975	$3,257,789
Cash Funded:	$2,530,000	-	-	-	-	-	$2,680,191	$2,814,201	$1,477,455	-	$3,257,789
Bond Funded:	-	$6,738,638 [1]	-	-	$40,901,785 [2]	-	-	-	-	$81,444,731 [3]	-
Grant Funded:	-	$6,738,638 [1]	-	-	$13,633,928 [2]	-	-	-	-	$27,148,244 [3]	-

Note: These capital improvement estimates were increased by 5% every year starting in 2024/25.

[1] Includes 2024/25 and 2025/26 capital improvements. Assumes 50% grant through DWSRF program.
[2] Includes 2026/27, 2027/28, and 2028/29 capital improvements. Assumes 25% grant through DWSRF program.
[3] Assumes 25% grant through DWSRF program.

CITY OF JACKSON

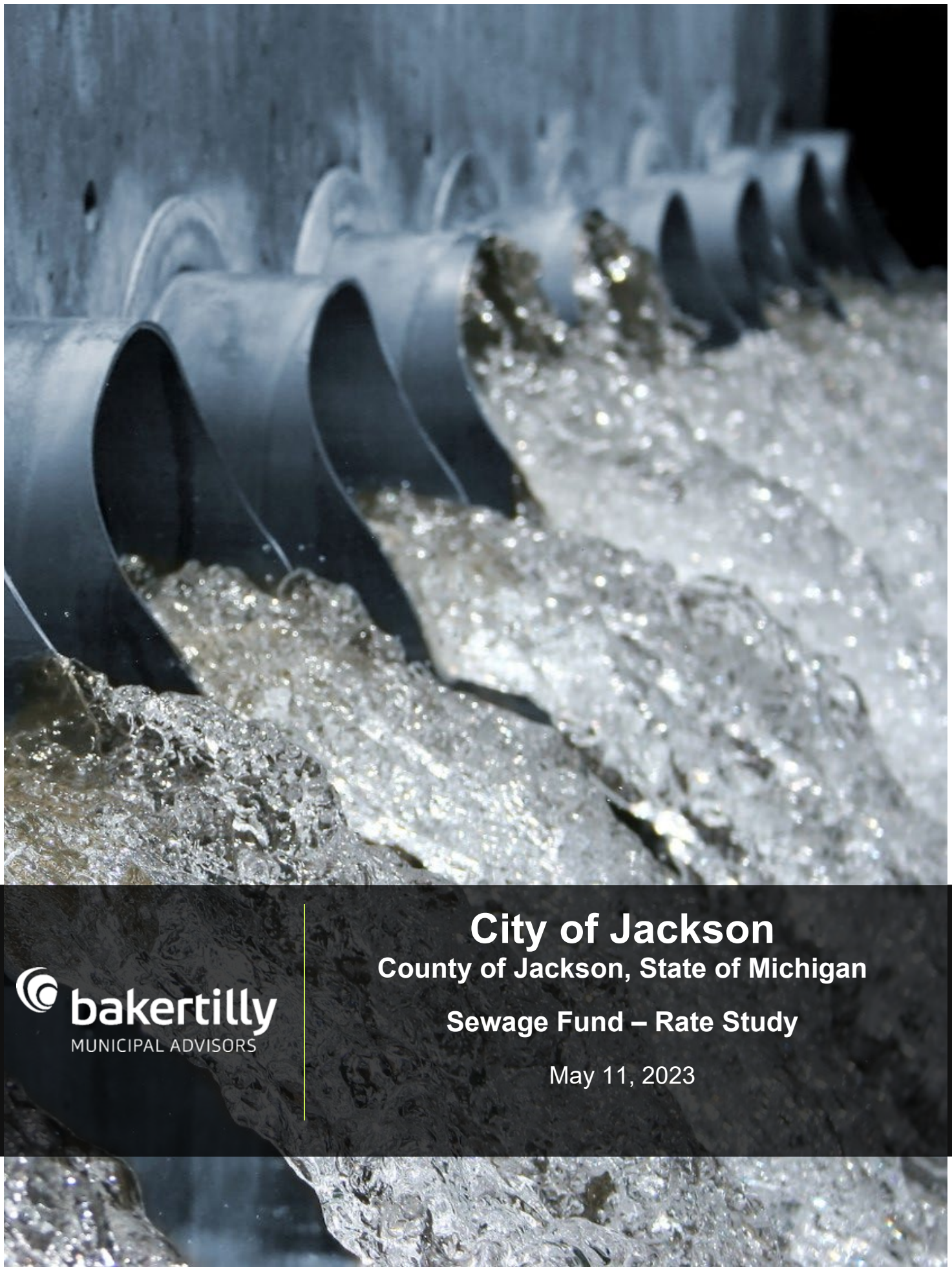
Appendix D Cash Flow Analysis

CITY OF JACKSON (MICHIGAN) WATER FUND

CASH FLOW ANALYSIS

		2022/23	Increases Per Year	2023/24	2024/25	Increases Per Year	2025/26	2026/27	2027/28
Assumptions									
Inside City									
Meter Equivalents		16,295		16,295	16,295		16,295	16,295	16,295
Readiness Charge (daily)		$0.31559	8.00%	$0.34084	$0.36811	12.00%	$0.41228	$0.46175	$0.51716
Number of Bills (yearly)		54,808		54,808	54,808		54,808	54,808	54,808
Billing Charge (per bill)		$5.85	8.00%	$6.32	$6.83	12.00%	$7.65	$8.57	$9.60
Billable Flow (cu.ft. yearly)		1,543,000		1,465,850	1,392,558		1,322,930	1,256,783	1,193,944
Commodity Charge (per 100 cu.ft.)		$4.18	8.00%	$4.51	$4.87	12.00%	$5.45	$6.10	$6.83
Fire Line Services									
Billable Flow (cu.ft. yearly)		989		989	989		989	989	989
Commodity Charge (per 100 cu.ft.)		$43.51	8.00%	$46.99	$50.75	12.00%	$56.84	$63.66	$71.30
Outside City									
Meter Equivalents		195		195	195		195	195	195
Readiness Charge (daily/2x city rates)		$0.63118		$0.68168	$0.73622		$0.82456	$0.92350	$1.03432
Number of Bills (yearly)		669		669	669		669	669	669
Billing Charge (per bill/2x city rates)		$11.70		$12.64	$13.66		$15.30	$17.14	$19.20
Billable Flow (cu.ft. yearly)		12,930		12,930	12,930		12,930	12,930	12,930
Commodity Charge (per 100 cu.ft./2x city rates)		$8.36		$9.02	$9.74		$10.90	$12.20	$13.66
Blackman Township									
Meter Equivalents		5,453		5,453	5,453		5,453	5,453	5,453
Readiness Charge (daily/1.6x city rates)		$0.50494		$0.54534	$0.58898		$0.65965	$0.73880	$0.82746
Number of Bills (yearly)		15,830		15,830	15,830		15,830	15,830	15,830
Billing Charge (per bill/1.6x city rates)		$9.36		$10.11	$10.93		$12.24	$13.71	$15.36
Billable Flow (cu.ft. yearly)		576,990		576,990	576,990		576,990	576,990	576,990
Commodity Charge (per 100 cu.ft./1.25x city rates)		$5.23		$5.64	$6.09		$6.81	$7.63	$8.54
Summit Township									
Meter Equivalents		153		153	153		153	153	153
Readiness Charge (daily/city rates)		$0.31559		$0.34084	$0.36811		$0.41228	$0.46175	$0.51716
Number of Bills (yearly)		25		25	25		25	25	25
Billing Charge (per bill/city rates)		$5.85		$6.32	$6.83		$7.65	$8.57	$9.60
Billable Flow (cu.ft. yearly)		13,909		13,909	13,909		13,909	13,909	13,909
Commodity Charge (per 100 cu.ft./1.375x city rates)		$5.75		$6.20	$6.70		$7.49	$8.39	$9.39
Leoni Township									
Meter Equivalents		98		98	98		98	98	98
Readiness Charge (daily/1.75x city rates)		$0.55228		$0.59647	$0.64419		$0.72149	$0.80806	$0.90503
Number of Bills (yearly)		167		167	167		167	167	167
Billing Charge (per bill/1.75x city rates)		$10.24		$11.06	$11.95		$13.39	$15.00	$16.80
Billable Flow (cu.ft. yearly)		1,288		1,288	1,288		1,288	1,288	1,288
Commodity Charge (per 100 cu.ft./1.75x city rates)		$7.32		$7.89	$8.52		$9.54	$10.68	$11.95
Corrections Facility									
Billable Flow (cu.ft. yearly)		270,291		270,291	270,291		270,291	270,291	270,291
Commodity Charge (per 100 cu.ft./city rates)		$4.18		$4.51	$4.87		$5.45	$6.10	$6.83
Typical City homeowner's quarterly bill (assumes 1,800 cubic feet/quarter)		*$109.49*		*$118.18*	*$127.62*		*$142.86*	*$159.93*	*$179.08*
Revenue									
Inside City									
Readiness Charge Revenue		$1,851,342		$1,999,466	$2,159,440		$2,418,554	$2,708,759	$3,033,810
Billing Charge Revenue		320,627		346,387	374,339		419,281	469,705	526,157
Commodity Charge Revenue		6,449,740		6,610,984	6,781,755		7,209,966	7,666,377	8,154,637
Fire Line Services Readiness Charge Revenue		43,025		46,470	50,189		56,211	62,956	70,511
Outside City									
Readiness Charge Revenue		44,421		47,975	51,814		58,031	64,994	72,794
Billing Charge Revenue		7,827		8,456	9,139		10,236	11,467	12,845
Commodity Charge Revenue		108,095		116,629	125,938		140,937	157,746	176,624
Blackman Township									
Readiness Charge Revenue		991,223		1,070,529	1,156,181		1,294,912	1,450,290	1,624,325
Billing Charge Revenue		148,169		160,073	172,990		193,759	217,061	243,149
Commodity Charge Revenue		3,014,773		3,252,781	3,512,427		3,930,744	4,399,549	4,926,052
Blackman Township Refunds		(427,272)		(461,476)	(498,439)		(558,252)	(625,257)	(700,303)
Summit Township									
Readiness Charge Revenue		17,382		18,773	20,275		22,708	25,432	28,484
Billing Charge Revenue		146		158	171		191	214	240
Commodity Charge Revenue		79,942		86,253	93,138		104,231	116,662	130,623
Leoni Township									
Readiness Charge Revenue		19,583		21,150	22,842		25,583	28,653	32,091
Billing Charge Revenue		1,710		1,847	1,996		2,236	2,505	2,806
Commodity Charge Revenue		9,422		10,166	10,977		12,284	13,749	15,395
Correction Facility Commodity Charge Revenue		1,129,816		1,219,012	1,316,317		1,473,086	1,648,775	1,846,088
Other Revenue		472,135		472,135	472,135		472,135	472,135	472,135
Total Revenue		14,282,107		15,027,768	15,833,623		17,286,834	18,891,773	20,668,463
Less: Fund 591 - Operating Expenditures [1]		(7,933,607)		(9,288,387)	(9,635,631)		(9,965,936)	(10,308,530)	(10,663,897)
Fund 402 - Water Equipment and Replacement Expenses		(5,812,315)		(4,569,234)	(6,024,233)		(6,246,295)	(6,477,087)	(6,716,972)
Fund 403 - Lead Service Line Replacement Expenses		(1,316,891)		(2,082,538)	(2,178,652)		(2,279,332)	(2,384,798)	(2,495,282)
Net Operating Revenue		(780,706)		(912,391)	(2,004,893)		(1,204,729)	(278,642)	792,312
Add: ARPA Revenue		1,766,707		135,892	-		-	-	-
Less: Current Debt Service Payments		(620,532)		(624,385)	(616,130)		(618,331)	(619,432)	(619,432)
Estimated Cash Funded Capital Improvements		-		(2,530,000)	-		-	-	-
Estimated Debt Service #1 2023 Bonds [2]		-		(46,000)	(250,000)		(250,000)	(250,000)	(250,000)
Estimated Debt Service #2 2024/25 Bonds [3]		-		-	(100,000)		(330,000)	(330,000)	(330,000)
Estimated Debt Service #3 2026/27 Bonds [4]		-		-	-		-	(500,000)	(1,940,000)
Estimated Debt Service #4 2032/33 Bonds [5]		-		-	-		-	-	-
Net Cash Flow		$365,469		($3,976,883)	($2,971,023)		($2,403,061)	($1,978,074)	($2,347,120)
Cash & Investments	*$22,085,496*	*$22,450,964*		*$18,474,081*	*$15,503,058*		*$13,099,998*	*$11,121,924*	*$8,774,804*

[1] Fund 591 operating expenses exclude the contribution to other funds.
[2] Estimated debt service payments based on a $4,137,500 20-year DWSRF bond issue at the current interest rate (1.875%). Total project is assumed as $16,550,000 with 75% grant.
[3] Estimated debt service payments based on a $6,738,638 30-year DWSRF bond issue at an estimated interest rate. Total project cost is assumed to be $13,477,275 with 50% grant.
[4] Estimated debt service payments based on a $40,901,785 30-year DWSRF bond issue at an estimated interest rate. Total project cost is assumed to be $54,535,714 with 25% grant.
[5] Estimated debt service payments based on a $81,444,731 30-year DWSRF bond issue at an estimated interest rate. Total project cost is assumed to be $108,592,975 with 25% grant.



City of Jackson

County of Jackson, State of Michigan

Sewage Fund – Rate Study

May 11, 2023

bakertilly
MUNICIPAL ADVISORS

bakertilly
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May 11, 2023

City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

Subject: City of Jackson (Michigan) Sewage Fund – Rate Study

Dear City of Jackson:

It is our pleasure to provide you this analysis of your Sewage Fund and the review of the rate structure. A rate study is not a historical document, it is a working document, which should be used as a reference for budget and finance decision-making. To this end, Baker Tilly is available to discuss the study at any point in the future.

Rates and charges must reflect the customer base being served. As such, the rate study found in these pages is unique to your community. The ultimate goal of every rate study is to develop a rate structure and revenue support system that meets the needs of operations, maintenance, and capital improvement and at the same time is as economical and equitable to the customers as possible, this is referred to as a "cost of service" analysis. You will find the observations and recommendations meet your needs and reflect your customer base.

By acceptance of this study the City Council understands and accepts the responsibility and liability for potential challenges to the rate structure and management of the funds. Rate studies, while often based on various methods, industry guidelines, do not follow a clear standard as does, for example, a CPA in producing an audit according to Generally Accepted Accounting Principles. Furthermore, state law and case law do not provide any reasonable or comprehensive guidance regarding methodology, rate structure or management of fund balances. Baker Tilly is reliant upon City officials, and other sources, who have access to relevant data to provide accurate information. The City accepts that fund management and rate adjustment recommendations are inherently subject to estimations and projections and, as such, no assurance is provided regarding the actual performance of the funds over time. The City is advised to seek legal counsel regarding the implementation of any recommendations and their liability implications.

As always, it was a pleasure serving you and do not hesitate to call if you wish to further discuss our findings.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Andy Campbell, CPA, Director

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Executive Summary

1.1 Community Background

The City of Jackson is located in Jackson County, Michigan. It is 10.98 square miles and has a population of approximately 31,309 (2020 census). The Wastewater Treatment Plant currently serves approximately 85,000 people and receives an average of about 12 million gallons of sewer per day. Sewer is collected from residents in the City of Jackson as well as parts of Summit Township, Napoleon Township, Spring Arbor Township, Blackman Township including Rives Junction, and the State Prison of Southern Michigan.

Source: City of Jackson

1.2 Objectives and Discussion

To identify the revenue support and fund management needed to fulfill the City's operations, maintenance, and capital improvements to the system while maintaining adequate cash reserves to be able to respond to unforeseen circumstances.

As discussed with the City, there are several factors that need to be reevaluated over the next couple of years. The City is currently in contract negotiations with the contracted customers. Depending on the result of the new contract, rates may need to be changed. The operating expenses have increased significantly in the last two budget cycles causing cash flow pressures on the fund. This is an ongoing concern as inflation issues remain an unknown quantity at this time. In addition to the expense pressures, most of the contracted customer's billable flow and extra strength charges have decreased significantly. The fund is not capturing the full extent of expected revenues from user rate increases.

Another factor that remains an unknown at this time is the extent to which capital improvement costs will continue to rise, as well as how much grant money will be available for those projects. The City has been successful in the past of obtaining significant grants to offset some of the construction cost increases but forecasting those costs and grants into the future remains a key assumption. We are currently forecasting a 5% increase to capital improvement cost assumptions per year. We also forecasted a 50% grant for the projects undertaken in 2024/25 and a 25% grant for the projects undertaken in 2026/27. These assumptions are based on past historical figures and known expectations for the future as of today.

This rate study demonstrates a two-time increase of 6.0% to all rates in fiscal years 2023/24 and 2024/25, followed by a second two-time increase of 25.0% in fiscal years 2025/26 and 2026/27. After that, an inflationary increase of 5.0% to all rates starting in 2027/28.

In discussions with the City staff, the goals over the next two budget years are to stabilize the operating expenses to a lower normal, as well as getting the contracts finalized with the contracted customers to charge equitable rates to all customer classes. If both of these goals are achieved, the two 25.0% rate increases in 2025/26 and 2026/27 may not be needed.

1.3 Potential Rates

Based on our analysis and direction from City officials, Baker Tilly's recommending a two-time increase of 6.0% to all rates for non-contract customers, in fiscal year 2023/24 and 2024/25. We are also recommending the same increases for contract customers, excluding extra strength charges. However, our recommendation may change for the contract customers as they are currently in contract negotiations with the City.

TABLE 1-3: PROPOSED RATES SUMMARY

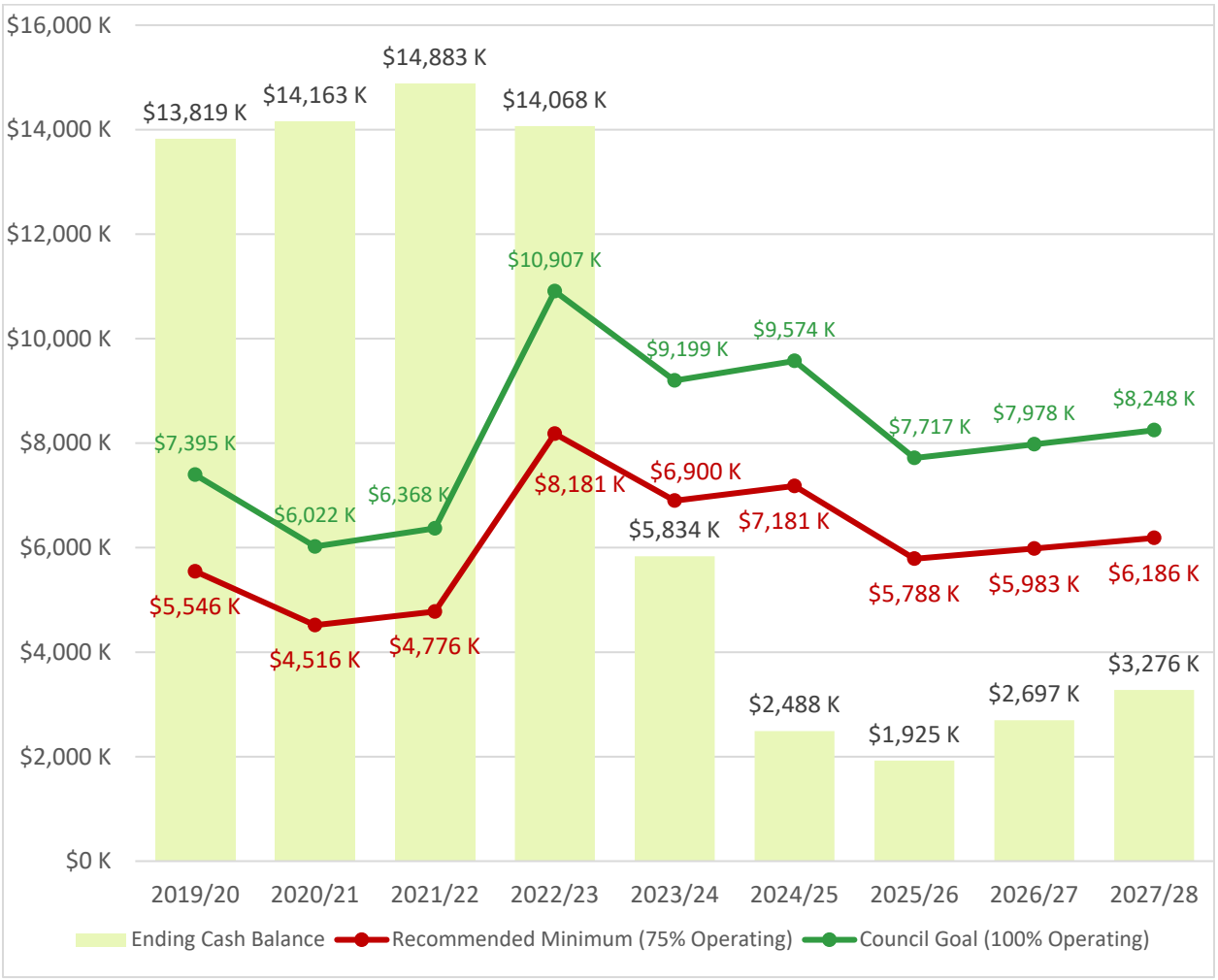
Category	Current Rates	Proposed Rates	
	2022/23	2023/24	2024/25
Inside City Readiness Charge (daily) *	$0.07453	$0.07453	$0.07900
Outside City Readiness Charge (daily) *	0.14062	0.14906	0.15800
Unmetered Customers (quarterly)	61.95	65.67	69.61
Commodity Charge (per 100 cu.ft.)	2.31	2.45	2.60
Billing Charge (per bill)	8.04	8.52	9.03

** 5/8" meter size readiness charge*

1.4 Cash Position Summary

The cash & investments balance for the City is currently around 16 months of cash operating expenses (net of depreciation). This is above our standard minimum recommended balance of 6 months of cash operating expenses for the City's Sewage Fund. Over the forecast period, the cash balance decreases as the City's estimating to cash fund and debt fund around $64 million in capital improvement projects. The forecast estimates the ending cash balance to be around 5 months' worth of cash operating expenses.

TABLE 1-4: SCHEDULE OF ACTUAL AND ESTIMATED ENDING CASH BALANCE



Information and Assumptions

A significant effort has been made by the City to inventory assets, evaluate the infrastructure, and determine asset criticality. The result is the identification of asset investment cost by project and by year. The rate study covers a 5-year forecast period to take this asset evaluation into account. The rate study is a four-step process: 1) historical comparison with audits and budgets, 2) test year, or normalized budget year, along with inflation assumptions for purposes of forecasting, 3) proof of rate to revenue for reliance on customer data, and 4) cash flow forecast including revenue, operating expense, capital spending, debt, and fund balance (i.e., actual cash and investment balance). The analysis is a "cash basis" approach as described in the AWWA Manual of Rate Making Practices.

Key information

- Audited comprehensive annual financial statements for FYE 2019, FYE 2020, FYE 2021 and FYE 2022.
- Actual Revenue and Expenditure Report for FYE 2021 and FYE 2022
- Budgeted Revenue and Expenditure Report for FYE 2023 and FYE 2024.
- Sewage Fund cash balance as of June 30, 2022, provided by the City.
- Capital Improvement Projects (CIP) provided by the City.

Key Assumptions

- Rates should not only cover the system costs, but also support future system maintenance, capital improvements, and debt service payments.
- The City will follow AWWA guidelines.
- The City is not anticipating significant population growth.
- The budgeted amount for other revenue in FYE 2023 will be consistent in future years.
- The City will conduct all capital improvement projects forecasted by the City.
- No new major customers will be connecting to the system.
- The current market rate is used for calculating proposed bond debt service.
- The contracted customers will remain the same.
- The sewage quality from contract customers will stay consistent with prior years.
- Contract negotiations with contract customers will not change the current rate structure and the City will be able to increase the commodity charge as suggested in the cash flow.

Revenues

2.1 Rates

The City has two groups of customers, contract customers and non-contract customers. The City contracts with Summit Township, Napoleon Township, Spring Arbor Township, and Blackman Township which includes Rives Junction and the State Prison of Southern Michigan. The contract customers are currently charged a commodity charge for the cubic feet of sewer discharged, as well as an extra strength surcharge. All the contracts are currently in negotiation.

The non-contract sewer customers consist of individual users of the system who are billed on generally accepted methods. They are billed a readiness charge based on meter size and a commodity charge for the volume of sewer discharged.

The number of customers billed at the current rates ties to the revenue reflected in the audit and budget, such that we can rely on these numbers for forecasting. The table below shows the current daily readiness charge and meter rations for inside city and outside city sewer customers.

TABLE 2-1: CURRENT DAILY READINESS CHARGE

Meter Size	Inside City Rate	Outside City Rate	Meter Ratios
5/8"	$0.07031	$0.14062	1.00
3/4"	0.10549	0.21098	1.50
1"	0.17580	0.35160	2.50
1 1/2"	0.35160	0.70320	5.00
2"	0.56256	1.12512	8.00
3"	1.05483	2.10966	15.00
3" Turbine	1.23061	2.46122	17.50
4"	1.75803	3.51606	25.00
4" Turbine	2.10962	4.21924	30.00
6"	3.51603	7.03206	50.01
6" Turbine	4.39504	8.79008	62.51
8"	5.62564	11.25128	80.01
10"	10.19650	20.39300	145.02

2.2 Customers and Usage

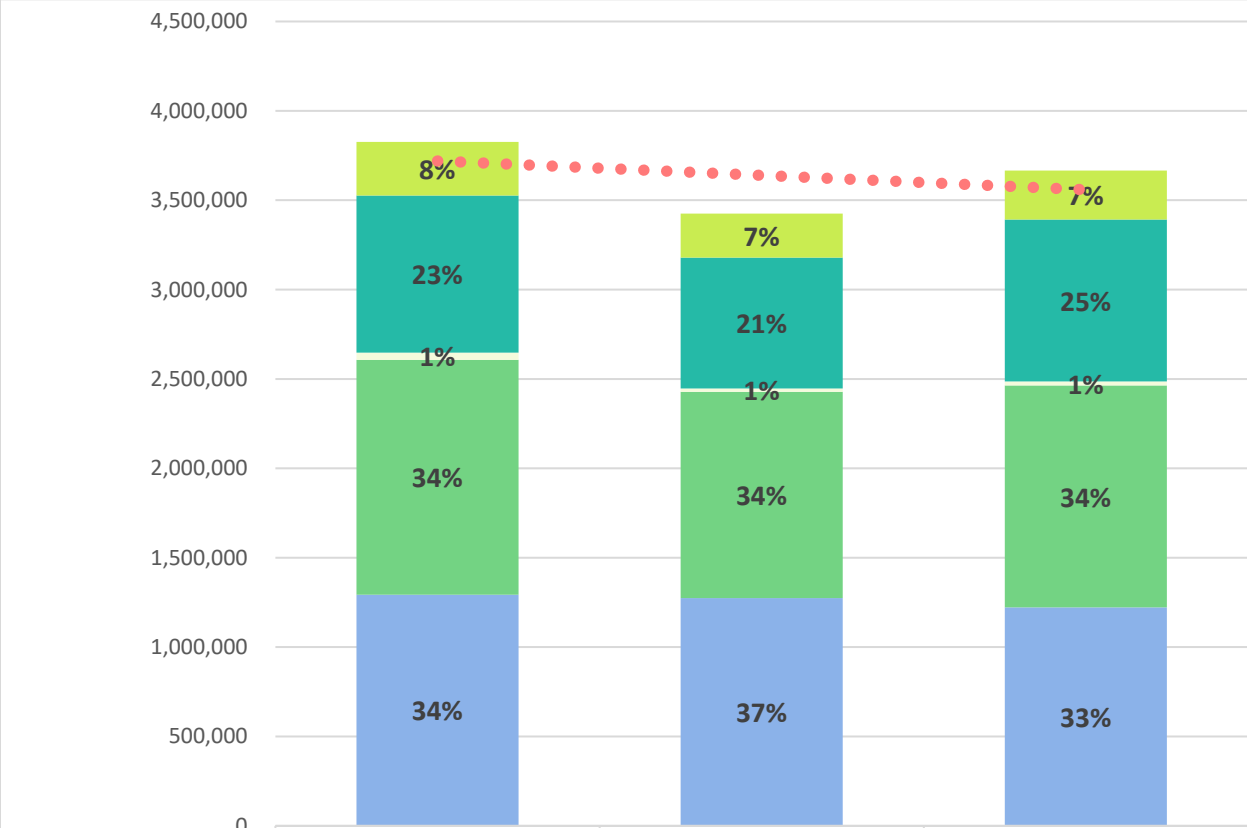
The non-contract sewer customers consist of individual users of the system. The City currently has 11,321 inside-city metered customers and 69 outside-city metered customers. The table below illustrated the total metered customers.

TABLE 2-2A: CUSTOMER METER COUNTS BY METER SIZE

Meter Size	Inside City Meter Count	Outside City Meter Count	Total
5/8"	9,852	29	9,881
3/4"	580	14	594
1"	431	9	440
1 1/2"	231	6	237
2"	155	4	159
3"	37	2	39
3" Turbine	2	-	2
4"	21	4	25
4" Turbine	2	-	2
6"	9	-	9
6" Turbine	-	-	-
8"	-	1	1
10"	1	-	1
Total Meter Count	**11,321**	**69**	**11,390**

Over the past three years, inside and outside City customers as well as contracted customers has seen relatively consistent levels of usage with a slight decrease in fiscal year 2020/21. This variability in sewer use has been a common theme among communities around Michigan due to the COVID-19 Pandemic. However, with businesses opening back up in 2021/22, there was a slight increase in flow and the forecast assumes a consistent flow going forward. The table below illustrates the total billed usage for the system.

TABLE 2-2B: VOLUME OF SEWAGE SOLD



	2019/20	2020/21	2021/22
Spring Arbor Twp	300,252	245,857	273,893
Summit Twp	879,348	732,295	905,568
Napoleon Twp	39,874	19,046	22,704
Blackman Twp	1,314,126	1,153,147	1,241,679
Inside & Outside City	1,293,046	1,274,575	1,221,994
Total	3,826,645	3,424,921	3,665,838

2.3 Billing

The City bills the Townships directly for contracted sewer service on a monthly basis. The City bills non-contracted customers both quarterly and monthly. The City Manager divides the City into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The three districts of equal size are billed quarterly alternating between the district each month. The fourth district is billed monthly. The table below shows the numbers of bills broken out by district that were processed by the utility billing department in fiscal year 2021/22.

TABLE 2-3: NUMBER OF BILLS PROCESSED BY MONTH AND DISTRICT

Month	1st District	2nd District	3rd District	4th District	Total
July	3,272	-	-	1,021	4,293
August	-	3,627	-	1,018	4,645
September	-	-	3,372	1,020	4,392
October	3,282	-	-	1,018	4,300
November	-	3,584	-	1,013	4,597
December	-	-	3,369	1,004	4,373
January	3,265	-	-	1,007	4,272
February	-	3,575	-	1,004	4,579
March	-	-	3,313	1,005	4,318
April	3,264	-	-	1,011	4,275
May	-	3,585	-	1,011	4,596
June	-	-	3,293	1,023	4,316
Total	**13,083**	**14,371**	**13,347**	**12,155**	**52,956**

2.4 Revenue

Chart 2-4A below shows that about 42% revenue generated is derived from the contracted customers of Blackman Township, Summit Township, Spring Arbor Township, and Napoleon Township. While 58% is derived from the non-contracted customers of inside the City and outside the City. Chart 2-4B further breaks down the revenue from each rate category.

CHART 2-4A: REVENUE BY CUSTOMER CATEGORY

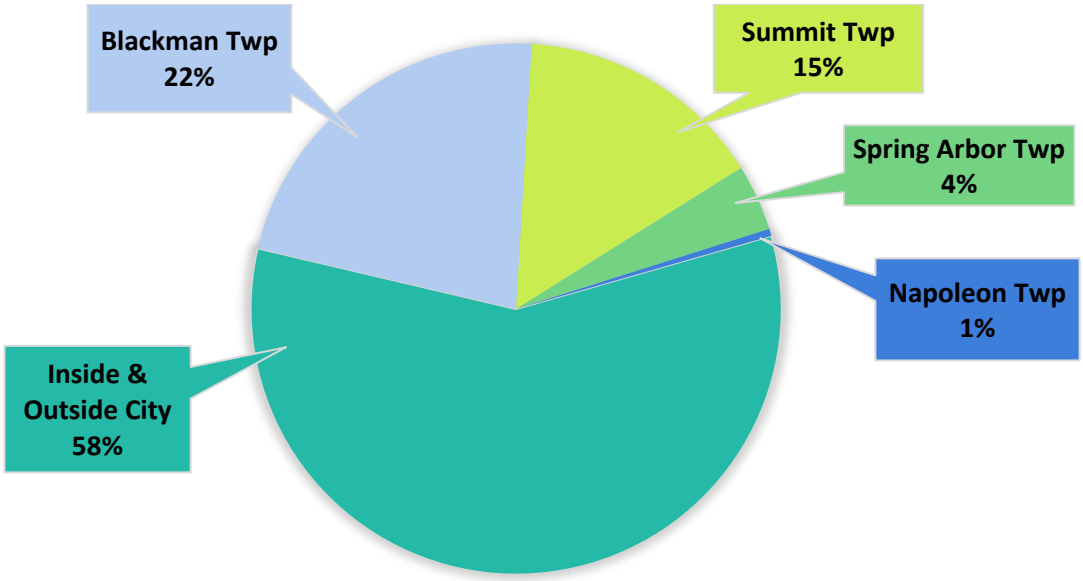
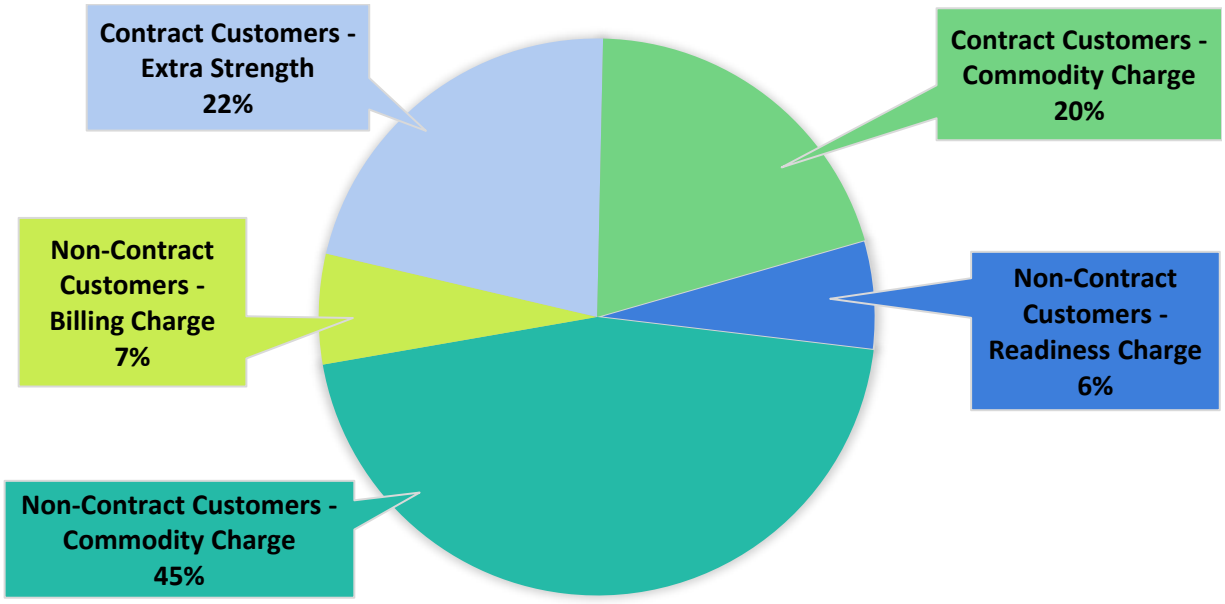


CHART 2-4B: REVENUE BY RATE CATEGORY



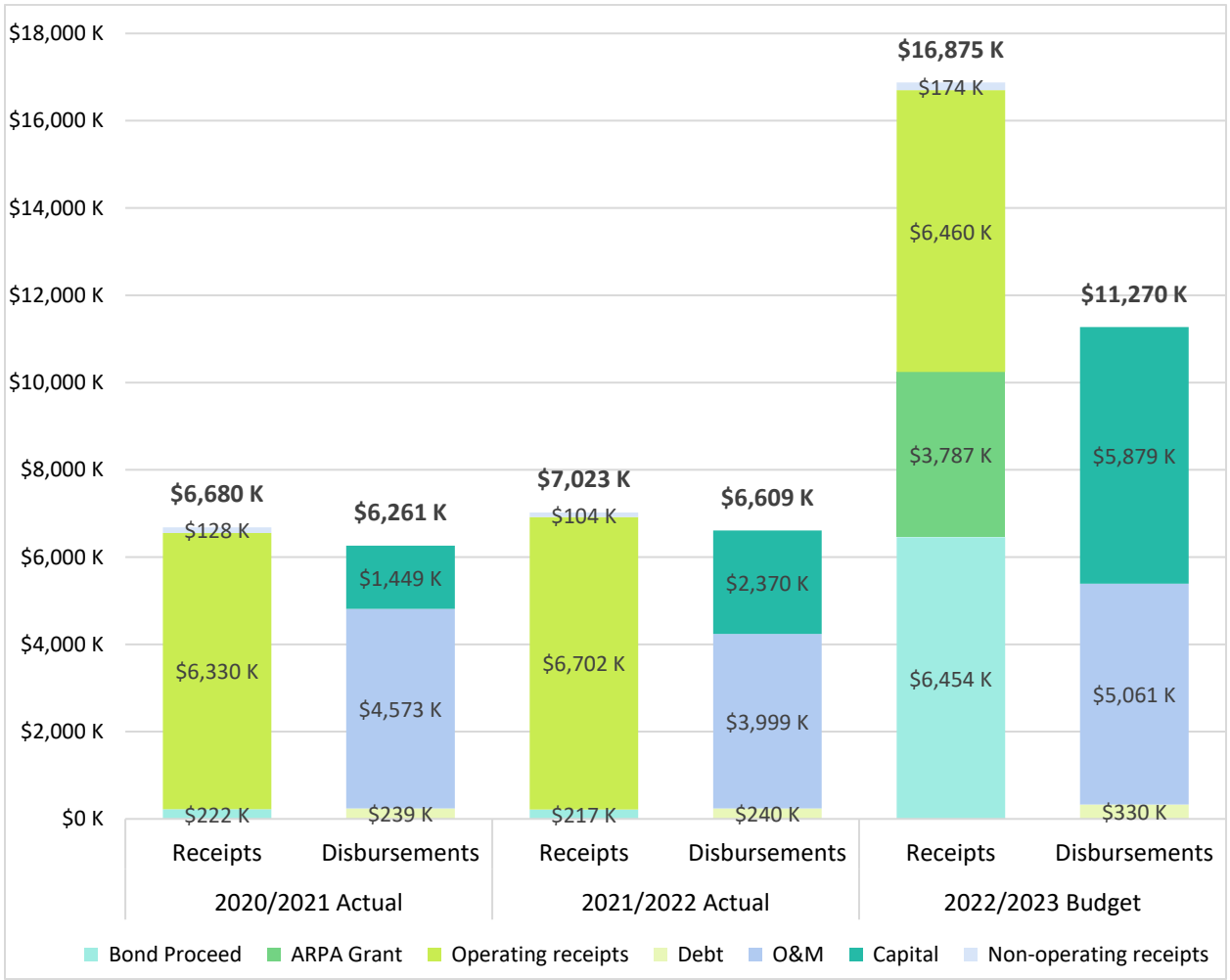
In addition to the revenues brought in by user rates, the City is conservatively assuming approximately $174,000 per year in other revenue (revenue not derived from user rates). These revenues consist primarily of penalties and interest earned. The forecast assumes that these other revenues will remain consistent in future years.

Operating & Maintenance Expenses

3.1 Historical O&M Expenses

Historical expenses are analyzed in the report to help look for trends and to help identify any outlier expenses. In 2022/23, the City has a couple large one-time capital improvement projects that will be mostly funded by American Rescue Plan Act (ARPA) grant the City received, which is included in receipts below. The City utilizes internal transfers from the sewage fund to sub-funds (funds 404, 405, 406) to help track expense. These sub funds help the City track maintenance and repair expenses on the system. Over the past three years, O&M has been increasing due to various projects, contracted services and changes in personnel, but overall, the current year budget is consistent with previous years, with most expenses increasing year over year.

TABLE 3-1: RECEIPT AND DISBURSEMENT HISTORY



3.2 Test Year

A test year is a normalized year for operating and maintenance expense and becomes the base year used for forecasting future expenses.

Prior year budget actuals are analyzed for trends, outliers, or one-time expenses. Any items of concern were discussed with City officials to determine what a particular line item expense would be in a normal year. Certain adjustments were made to these particular line items to more accurately reflect a normalized year's expense to be used in the test year before forecasted out into future years.

3.3 Inflation Assumptions

The next step is to increase the test year expenses by an annual inflationary percentage. This is done as it is not reasonable to expect expenses to be the same as they are today over the 5 years forecasted in the report. These annual inflationary increases reflect the increases in costs over time and are used to help estimate what future operating and maintenance expenses will be. The table below summarizes the general inflationary assumptions used in the report.

TABLE 3-3: INFLATION ASSUMPTIONS

Expense Type	Inflation Assumptions
Compensation Related	5.0%
Benefits	5.0%
Operating	3.0%
Purchasing	3.0%
Materials & Utilities	4.0%
Contractual Services	5.0%

Capital Improvement Plan

4.1 Capital Improvement Plan (CIP)

Capital improvements are larger, one-time expenses that are not included in annual operating and maintenance expenses. It is beneficial to look at potential capital improvements well in advance and develop a capital improvement plan as it will help the City develop policy to manage rates over time to maintain the system with the most efficient use of funds. The City's capital improvement plan includes project plans for proactively maintaining the entire system.

The capital improvement plan estimated costs were provided by the City with built in inflation and contingency assumptions. A list of capital improvement costs by year is shown in table 4-1 below.

TABLE 4-1: CAPITAL IMPROVEMENT PLAN

Fiscal Year	Project	Amount
2023/24	East Pipe Gallery	$4,021,322
2023/24	Myrtle Lift Station	1,908,495
2023/24	Generator	2,016,000
2024/25	Digester Upgrades	12,612,600
2024/25	Sewer Trans. Main Myrtle Lift Station - Plant	10,772,160
2025/26	Grit Tank/Headworks Improvements	5,494,860
2026/27	UV Channel Addition	3,474,727
2026/27	Retention Basin/Wet Weather Improvements	1,169,201
2027/28	Final Clarifiers - East	3,561,433
2027/28	Final Clarifiers - West	2,734,889
2028/29	Can Station Replacements (Dwight, Losey, Creglow)	3,752,268
Total		**$51,517,956**

4.2 CIP Funding

The City currently plans to cash fund and debt fund capital improvement projects. The capital improvement plan above, along with Funds 405 and 406, are shown in the chart and table below. A breakdown of Funds 405 and 406 can be found in Appendix A and the full capital improvement plan can be found in Appendix C of this report.

TABLE 4-2: CAPITAL IMPROVEMENT PROJECTS FUNDING SUMMARY

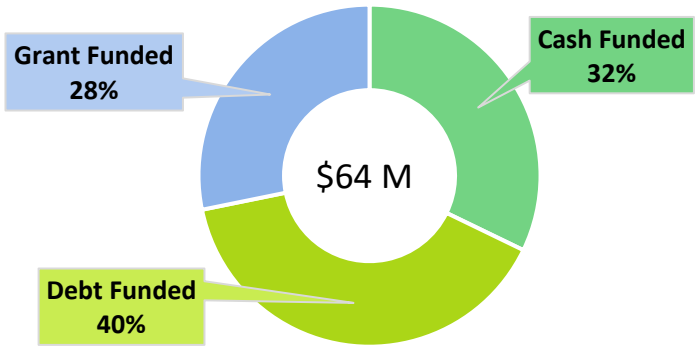
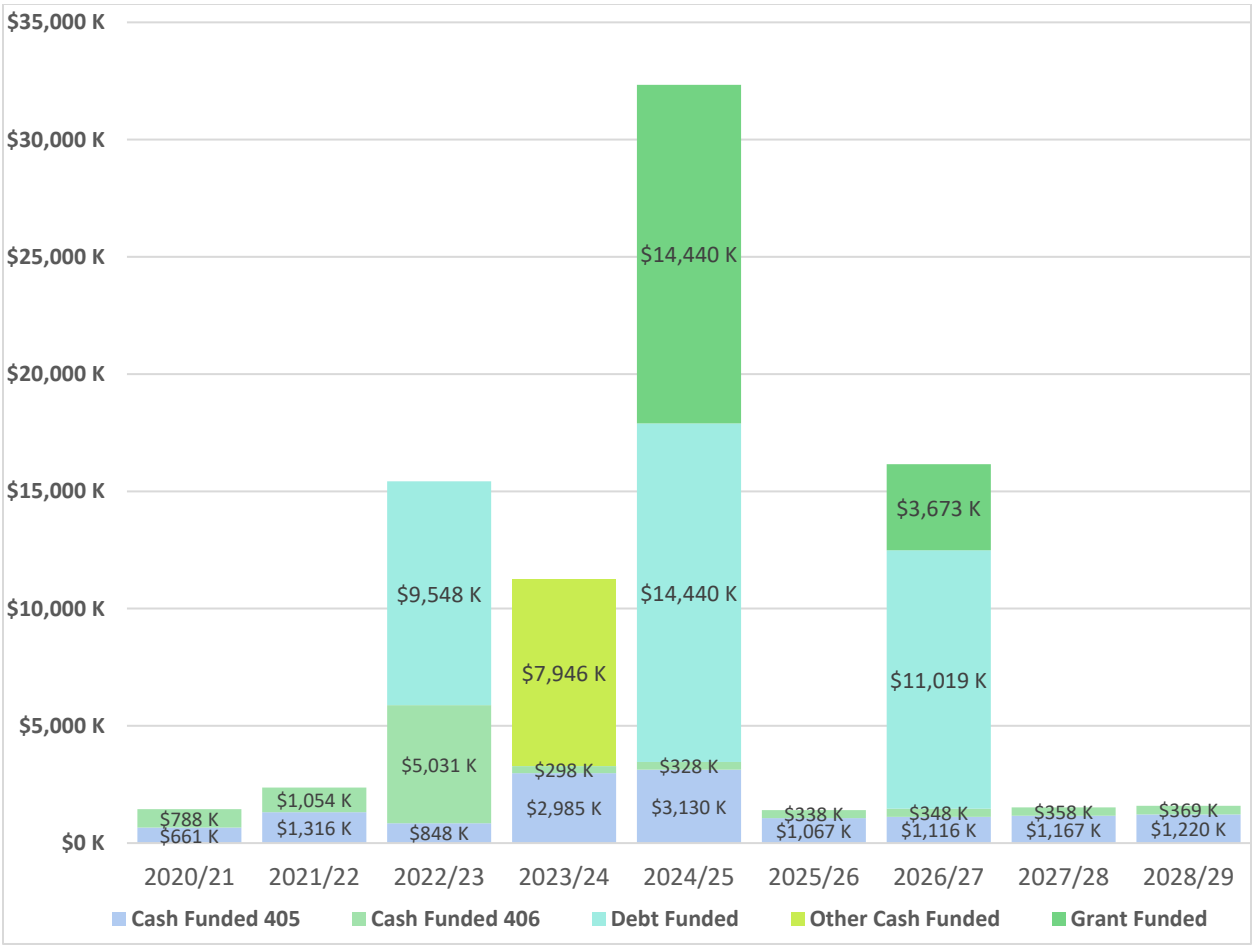


TABLE 4-3: CAPITAL IMPROVEMENT SPENDING SUMMARY



We are proposing that the projects listed in 2024/25 and 2025/26 be grouped together into one bond issue and projects listed in 2026/27-2028/29 be grouped together into another bond issue. Doing this helps make more efficient use of the City's funds as grouping projects together helps reduce the amount of bond issuance costs that would be incurred if the City were to issue smaller bond issues. Further detail on the methodology for determining the need to issue bonds is explained in section 6.1.

Debt Service

5.1 Debt Limitation

The City is subject to the State of Michigan debt limitation of 10% of State Equalized Value (SEV), however, Act 94 of 1933 allows communities to issue bonds secured by the revenues of the system and because the security is system revenues (as opposed to the City's taxing ability) these bonds do not count towards the debt limit. Since the Sewage Fund can issue bonds under Act 94 of 1933, the 10% of SEV debt limit is not a concern related to the Sewage Fund utilizing debt to finance projects.

5.2 Current Debt Service

The City currently has two bond issues that the Sewage Fund is contributing to. The Sewage Fund is responsible for full payments of the 2022 CWSRF Junior Lien Revenue Bonds as well as 16.65% of the 2018 Capital Improvement Bonds. The 2022 CWSRF Junior Lien Revenue Bonds are estimated at this time due to the City currently being in the draw period for these bonds. The debt service schedule through 2027/28 is outlined below, and the City's complete debt service schedules are included in Appendix B of this report.

TABLE 5-2 SEWAGE FUND SCHEDULE OF COMBINED DEBT SERVICE

Fiscal Year	Debt Service
2022/23	$329,664
2023/24	415,164
2024/25	806,311
2025/26	806,615
2026/27	809,344
2027/28	806,516
Total Debt Service	**$3,973,613**

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. Baker Tilly recommends that the City do a two-time increase starting in 2023/24. The cash flow also illustrates a second two-time rate increase followed by inflationary increases. However, we recommend that the City reevaluates the rates, revenues, and expenses in 2024/25 to determine the appropriate rate increase needed going forward.

6.2 Proposed/Potential Rates

Table 6-2A demonstrates a two-time increase of 6.0% to all rates in fiscal year 2023/24 and 2024/25 as well as a second two-time increase of 25.0% in fiscal year 2025/26 and 2026/27. Then an inflationary increase of 5.0% to all rates thereafter starting in fiscal year 2027/28.

TABLE 6-2A: PROPOSED RATES ADJUSTMENTS

Adjustment	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Inside City Readiness Charge (daily) *	$0.07031	$0.07453	$0.07900	$0.09875	$0.12344	$0.12961
Outside City Readiness Charge (daily) *	0.14062	0.14906	0.15800	0.19750	0.24688	0.25922
Unmetered Customers (quarterly)	61.95	65.67	69.61	87.01	108.76	114.20
Billing Charge (per bill)	8.04	8.52	9.03	11.29	14.11	14.82
Commodity Charge (per 100 cu.ft.)	2.31	2.45	2.60	3.25	4.06	4.26

** 5/8" meter size readiness charge*

The City bills customers quarterly. The table below are estimates of a typical homeowner's quarterly bill based on 1,800 cubic feet of usage.

TABLE 6-2B: TYPICAL HOMEOWNER QUARTERLY BILL

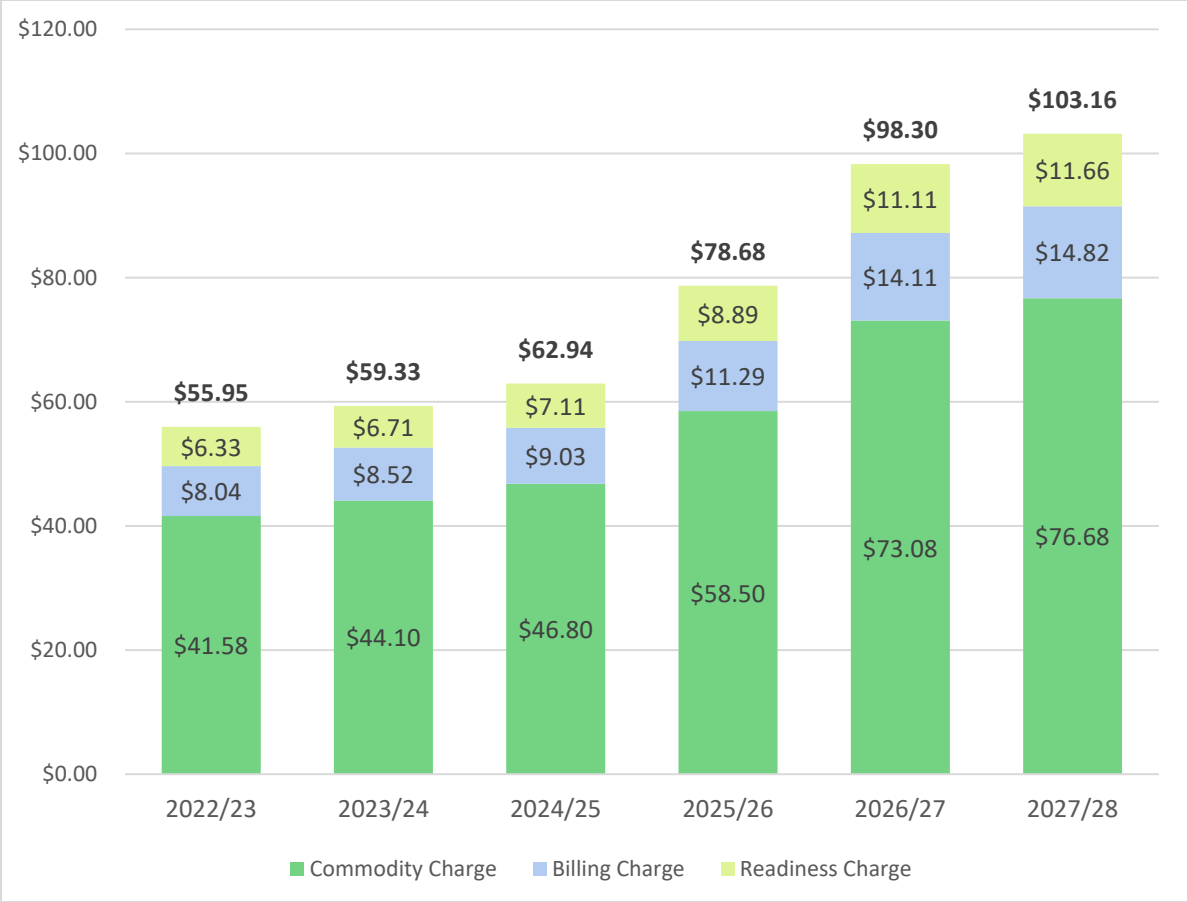
Homeowner Type	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Metered [1]	$55.95	$59.33	$62.94	$78.68	$98.30	$103.16
Unmetered [2]	61.95	65.67	69.61	87.01	108.76	114.20

[1] Assumes 1,800 cubic feet/quarter
[2] The unmetered customer quarterly bills are equivalent to 2,400 cubic feet/quarter

6.3 Rate Impact Summary

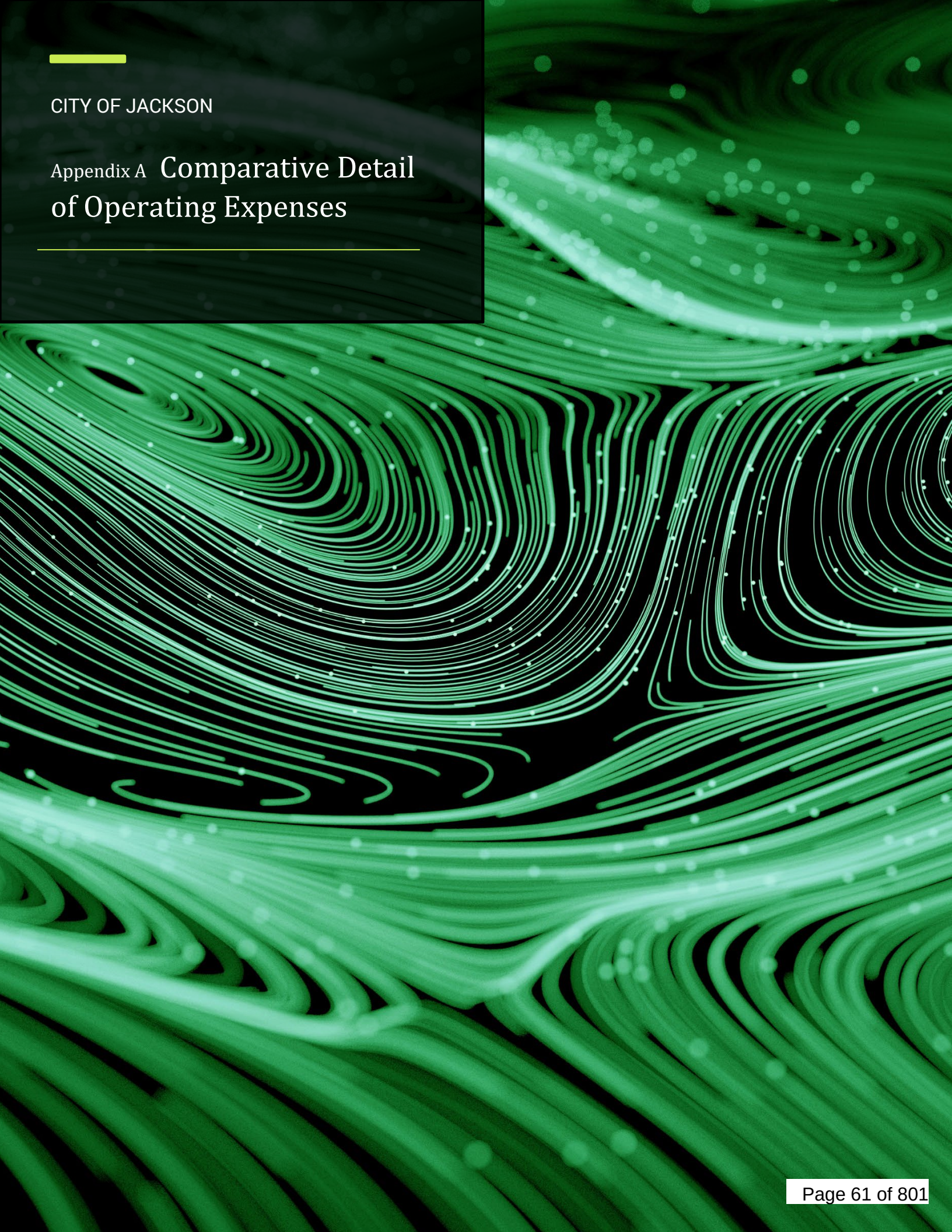
The proposed rate track results in an approximate increase of $3.50 in fiscal years 2023/24 and 2024/25 to a typical metered homeowner's quarterly bill per year. Then additional increases of 25.0% in fiscal year 2025/26 and 2026/27 followed by an increase of 5.0% in fiscal year 2027/28.

TABLE 6-3: TYPICAL METERED HOMEOWNER QUARTERLY BILL



CITY OF JACKSON

Appendix A Comparative Detail of Operating Expenses



CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 404 - Sanitary Sewer Maintenance Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------				)		
Dept 456 Sanitary Sewer Maintenance								
Personal Services								
404-456-000-703.000	Salaries and Wages	$64,209	$61,671	$73,432	$106,315	$129,504	$129,504	3.00%
404-456-000-708.000	Unemployment	6	6	32	36	37	37	3.00%
404-456-000-709.000	Employers FICA	5,097	4,989	5,552	8,866	10,661	10,661	3.00%
404-456-000-713.000	Overtime	7,641	7,199	8,383	9,575	9,862	9,862	3.00%
404-456-000-715.000	Pension - General	8,717	8,280	9,365	14,220	15,344	15,344	3.00%
404-456-000-716.000	Pension - MERS DC	404	661	1,524	3,477	4,181	4,181	3.00%
404-456-000-718.000	Health Insurance	12,411	9,968	9,460	23,567	40,780	40,780	5.00%
404-456-000-723.000	Health - MERS HAS	610	986	2,045	4,450	4,584	4,584	5.00%
404-456-000-724.000	Workers Compensation	785	711	723	1,978	2,037	2,037	3.00%
404-456-000-725.000	Other Fringe Benefits	296	318	249	1,409	1,451	1,451	3.00%
Material and Supplies								
404-456-000-756.000	Operating Supplies	2,403	1,222	2,455	5,150	5,665	5,665	3.00%
404-456-000-782.000	Materials	35,523	30,727	31,164	77,793	125,572	125,572	3.00%
Contractual and Other								
404-456-000-818.000	Contractual Services	-	-	5,541	15,450	16,223	16,223	5.00%
404-456-000-853.000	Telephone	3,107	3,961	4,854	5,129	5,283	5,283	3.00%
404-456-000-935.000	Insurance	-	-	-	1,000	1,050	1,050	3.00%
404-456-000-943.000	Equipment Rental - MP	58,825	57,988	51,115	131,805	209,986	209,986	3.00%
404-456-000-961.641	PW Overhead	29,726	30,616	29,088	63,179	79,824	79,824	3.00%
Capital Outlay								
404-456-000-984.000	Software	-	-	-	1,000	1,000	1,000	3.00%
	Total Fund 404 Expenses	$229,760	$219,303	$234,982	$474,399	$663,044	$663,044	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 405 - Sanitary Sewer Replacement Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 457 New Sewer Construction								
Personal Services								
405-457-000-703.000	Salaries and Wages	$51,926	$57,765	$74,450	$84,641	$114,464	$114,464	3.00%
405-457-000-707.000	Wages Temporary	-	161	-	-	-	-	0.00%
405-457-000-708.000	Unemployment	3	3	49	14	19	19	3.00%
405-457-000-709.000	Employers FICA	3,717	4,095	5,203	6,475	8,756	8,756	3.00%
405-457-000-713.000	Overtime	-	171	-	-	-	-	0.00%
405-457-000-715.000	Pension - General	6,412	6,841	8,971	10,596	12,602	12,602	3.00%
405-457-000-716.000	Pension - MERS DC	-	-	312	1,039	1,815	1,815	3.00%
405-457-000-718.000	Health Insurance	9,655	9,339	12,531	15,201	20,257	20,257	5.00%
405-457-000-723.000	Health - MERS HAS	-	-	327	887	1,347	1,347	5.00%
405-457-000-724.000	Workers Compensation	146	161	190	333	486	486	3.00%
405-457-000-725.000	Other Fringe Benefits	312	266	300	309	1,465	1,465	3.00%
Material and Supplies								
405-457-000-782.000	Materials	-	899	221	800	1,000	1,000	3.00%
Contractual and Other								
405-457-000-818.000	Contractual Services	440,025	527,994	1,154,716	660,197	2,733,929	2,733,929	5.00%
405-457-000-943.000	Equipment Rental - MP	-	40	-	2,000	2,000	2,000	3.00%
405-457-000-961.641	PW Overhead	-	145	-	1,000	1,000	1,000	3.00%
405-457-000-961.642	ENG Overhead	42,504	46,906	52,842	59,249	80,125	80,125	3.00%
405-457-000-984.000	Software	5,875	5,875	5,875	5,659	5,875	5,875	3.00%
	Total Fund 405 Expenses	$560,575	$660,661	$1,315,987	$848,400	$2,985,140	$2,985,140	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 406 - Wastewater Equipment Replacement Fund

		Fiscal Year Ended							
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024		Test Year	Multiplier
		(----------Per Client----------)							
Dept 548 Wastewater Equipment Replacement									
Capital Outlay									
406-548-000-975.075	DPW WTP/WWTP Bldgs	$1,855,555	$290,116	-	$62,500	-		-	0.00%
406-548-000-981.000	Vehicles/Enterprise Lease	-	128,239	$65,206	129,876	$137,476		$137,476	3.00%
406-548-000-985.000	Machinery & Equipment	351,159	148,290	685,913	660,000	146,000		146,000	3.00%
406-548-000-985.001	Meters	762	-	7,519	15,000	15,000		15,000	3.00%
406-548-000-985.003	Pumping Station	-	139,567	126,223	968,564	-	[1]	-	0.00%
406-548-000-985.006	Treatment Plant	11,154	81,848	168,669	3,194,814	-	[1]	20,000	3.00%
	Total Fund 406 Expenses	$2,218,630	$788,060	$1,053,530	$5,030,754	$298,476		$318,476	

[1] One-time capital improvements are removed from this section of the report. These items are discussed later in the report.

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 - Sewer Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 549 Collection								
Personal Services								
590-549-000-702.000	Termination Pay	$6,694	-	-	-	-	-	0.00%
590-549-000-703.000	Salaries and Wages	13,397	$58,450	$64,384	$69,622	$70,632	$70,632	3.00%
590-549-000-708.000	Unemployment Comp.	-	5	39	39	11	11	3.00%
590-549-000-709.000	Employers FICA	1,278	4,541	4,832	5,326	5,404	5,404	3.00%
590-549-000-713.000	Overtime	339	3,485	-	-	-	-	0.00%
590-549-000-715.000	Pension-General	903	7,057	7,583	8,543	7,644	7,644	3.00%
590-549-000-716.000	Pension-MERS DC	-	1,446	2,442	2,785	2,777	2,777	3.00%
590-549-000-718.000	Health Insurance	2,041	6,794	-	2,200	2,200	2,200	5.00%
590-549-000-723.000	Health - MERS HSA	-	1,494	1,850	1,850	1,950	1,950	5.00%
590-549-000-724.000	Workers Compensation	56	229	247	502	365	365	3.00%
590-549-000-725.000	Other Fringe Benefits	34	243	269	1,073	1,105	1,105	3.00%
Material and Supplies								
590-549-000-756.000	Operating Supplies	-	1,802	457	1,900	2,140	2,140	3.00%
590-549-000-773.000	Laundry	5	632	840	900	927	927	3.00%
590-549-000-778.000	Equipment Maint. Supplies	881	1,687	1,021	2,931	3,531	3,531	3.00%
Contractual and Other								
590-549-000-818.000	Contractual Services	1,030	2,681	8,144	5,887	7,000	7,000	3.00%
590-549-000-818.006	Instrument Maintenance	-	-	-	1,900	2,000	2,000	3.00%
590-549-000-818.228	GIS Services - MIS	-	-	-	1,900	2,000	2,000	3.00%
590-549-000-850.000	Communications	1,956	1,840	3,418	3,700	4,000	4,000	3.00%
590-549-000-917.404	Sewer Maintenance-DPS	-	-	-	-	- [1]	-	0.00%
590-549-000-924.000	Utilities	46,566	38,305	47,626	48,086	49,529	49,529	4.00%
590-549-000-934.000	Repairs & Maintenance	6,355	3,908	-	13,772	19,260	19,260	3.00%
590-549-000-935.000	Insurance	5,448	5,875	5,898	5,842	6,076	6,076	3.00%
590-549-000-943.000	Equipment Rental -MP	-	-	-	863	908	908	3.00%
590-549-000-961.641	PW Overhead	-	-	-	-	-	-	0.00%
590-549-000-963.000	Miscellaneous	-	7,414	4,957	47,500	50,000	50,000	3.00%
590-549-000-995.405	Cont-Sewer Replacement Fd.	-	-	-	-	- [1]	-	0.00%
590-549-000-995.406	Cont-Equip. Replacement Fd.	-	-	-	-	- [1]	-	0.00%
	Total Dept 549 Expenses	86,983	147,888	154,007	227,121	239,459	239,459	
Dept 550 Wastewater Treatment								
Personal Services								
590-550-000-702.000	Termination Pay	10,319	18,948	-	-	-	-	0.00%
590-550-000-703.000	Salaries and Wages	435,179	399,751	434,989	475,590	478,819	478,819	3.00%
590-550-000-707.000	Wages-Temporary	3,836	-	-	-	-	-	0.00%
590-550-000-708.000	Unemployment Comp.	54	56	319	312	88	88	3.00%
590-550-000-709.000	Employers FICA	38,022	34,796	37,103	42,044	45,507	45,507	3.00%
590-550-000-713.000	Overtime	76,471	68,452	81,863	74,000	112,232	112,232	3.00%
590-550-000-715.000	Pension-General	62,190	54,984	61,753	67,435	64,693	64,693	3.00%
590-550-000-716.000	Pension-MERS DC	4,373	5,067	5,989	6,640	8,151	8,151	3.00%
590-550-000-718.000	Health Insurance	104,867	102,041	110,180	106,000	108,948	108,948	5.00%
590-550-000-723.000	Health - MERS HSA	6,700	6,799	7,446	8,000	7,800	7,800	5.00%
590-550-000-724.000	Workers Compensation	2,759	1,982	1,918	3,500	3,085	3,085	3.00%
590-550-000-725.000	Other Fringe Benefits	2,052	1,675	1,823	3,200	8,631	8,631	3.00%
Material and Supplies								
590-550-000-753.000	Chemicals	95,242	86,618	105,582	102,000	171,997	171,997	4.00%
590-550-000-755.000	Safety Supplies	11,432	10,822	8,030	14,833	21,473	21,473	3.00%
590-550-000-756.000	Operating Supplies	5,762	4,790	5,625	6,890	7,235	7,235	3.00%
590-550-000-763.000	Laboratory Supplies	19,220	20,203	22,122	31,154	44,100	44,100	3.00%
590-550-000-773.000	Laundry	7,353	7,290	6,655	7,800	8,034	8,034	3.00%
Contractual and Other								
590-550-000-723.001	Health Insurance - Retirees	21,150	22,289	38,503	21,500	25,800	25,800	5.00%
590-550-000-818.000	Contractual Services	63,825	78,182	80,638	85,600	89,880	89,880	3.00%
590-550-000-822.000	Industrial Pretreatmt Prog.	31,822	53,055	23,701	35,495	67,410	67,410	3.00%
590-550-000-850.000	Communications	-	-	-	5,700	6,000	6,000	3.00%
590-550-000-908.002	Residency Allowance	3,600	5,400	9,000	9,000	9,000	9,000	3.00%
590-550-000-908.003	License Stipend	-	-	500	500	1,500	1,500	3.00%
590-550-000-924.000	Utilities	515,384	476,568	500,643	534,192	682,000	682,000	4.00%
590-550-000-931.001	Equipment Maintenance	508	700	245	3,800	4,000	4,000	3.00%
590-550-000-943.000	Equipment Rental - Motor Pool	698	-	-	950	1,000	1,000	3.00%
590-550-000-961.641	Public Works Overhead	20,619	305	-	5,225	5,500	5,500	3.00%
590-550-000-995.406	Cont.-Equip. Replacement Fd.	-	-	-	-	- [1]	-	0.00%
	Total Dept 550 Expenses	1,543,437	1,460,773	1,544,627	1,651,360	1,982,883	1,982,883	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 551 Maintenance								
Personal Services								
590-551-000-703.000	Salaries and Wages	49,436	37,154	49,999	57,324	51,372	51,372	3.00%
590-551-000-707.000	Wages - Temporary	-	1,115	3,117	8,000	15,000	15,000	3.00%
590-551-000-708.000	Unemployment Comp.	6	8	42	78	22	22	3.00%
590-551-000-709.000	Employers FICA	4,655	3,342	3,890	5,992	6,151	6,151	3.00%
590-551-000-713.000	Overtime	14,497	11,239	4,585	13,000	12,630	12,630	3.00%
590-551-000-715.000	Pension-General	7,893	5,795	6,685	8,629	7,201	7,201	3.00%
590-551-000-716.000	Pension-MERS DC	1,770	1,246	1,431	2,110	1,962	1,962	3.00%
590-551-000-718.000	Health Insurance	8,568	15,202	19,633	20,760	20,130	20,130	5.00%
590-551-000-723.000	Health - MERS HSA	1,885	1,605	1,900	2,100	1,950	1,950	5.00%
590-55 l-000-724.000	Workers Compensation	272	191	228	652	422	422	3.00%
590-551-000-725.000	Other Fringe Benefits	208	167	222	1,034	1,042	1,042	3.00%
Material and Supplies								
590-551-000-756.000	Operating Supplies	2,422	3,246	170	4,188	4,612	4,612	3.00%
590-551-000-759.000	Gasoline	692	2,147	2,236	5,030	6,000	6,000	3.00%
590-551-000-759.001	Lubricants	1,164	59	1,403	1,900	2,000	2,000	3.00%
590-551-000-773.000	Laundry	7	301	552	595	796	796	3.00%
590-551-000-776.000	Custodial Supplies	2,014	1,418	1,855	2,575	2,703	2,703	3.00%
590-551-000-778.000	Equipment Maint Supplies	27,364	50,007	39,943	59,920	62,916	62,916	3.00%
590-551-000-778.001	Electrical Supplies	4,859	31,583	28,175	58,344	79,110	79,110	3.00%
Contractual and Other								
590-551-000-818.000	Contractual Services	76,999	117,167	58,420	88,168	92,576	92,576	3.00%
590-551-000-818.006	Instrument Maintenance	1,629	8,405	7,860	48,583	52,000	52,000	3.00%
590-551-000-930.000	Building Maintenance	13,505	7,349	12,512	14,046	17,358	17,358	3.00%
590-551-000-930.004	Grounds Maintenance	8,414	8,360	8,882	18,378	23,144	23,144	3.00%
590-551-000-932.000	Vehicle Maintenance	13,301	42,492	27,571	20,000	20,000	20,000	3.00%
590-551-000-934.000	Repairs & Maintenance	13,145	34,282	1,913	49,650	86,887	86,887	3.00%
590-551-000-935.000	Insurance	80,814	87,143	87,492	86,650	90,116	90,116	3.00%
590-551-000-940.000	Rentals	-	-	-	950	1,000	1,000	3.00%
590-551-000-943.000	Equipment Rental - MP	858	1,049	2,860	4,784	5,445	5,445	3.00%
590-551-000-956.001	Contingency	-	-	-	380	400	400	3.00%
590-551-000-961.641	Public Works Overhead	1,270	1,304	379	3,518	3,863	3,863	3.00%
590-551-000-995.406	Cont -Equip . Replacement Fd.	-	-	-	-	- [1]	-	0.00%
	Total Dept 551 Expenses	337,647	473,376	373,955	587,338	668,808	668,808	
Dept 553 Sludge Handling								
Personal Services								
590-553-000-703.000	Salaries and Wages	52,993	82,966	92,459	106,275	103,876	103,876	3.00%
590-553-000-707.000	Wages - temporary	13	-	-	-	-	-	0.00%
590-553-000-708.000	Unemployment Comp.	8	8	71	78	22	22	3.00%
590-553-000-709.000	Employers FICA	4,699	6,242	7,431	9,618	10,192	10,192	3.00%
590-553-000-713.000	Overtime	9,634	7,732	12,795	19,450	26,546	26,546	3.00%
590-553-000-715.000	Pension-General	7,322	10,476	12,604	15,426	14,403	14,403	3.00%
590-553-000-716.000	Pension-MERS DC	1,597	2,379	2,838	3,772	3,924	3,924	3.00%
590-553-000-718.000	Health Insurance	16,866	20,522	22,527	36,766	40,260	40,260	5.00%
590-553-000-723.000	Health - MERS HSA	2,289	3,455	3,642	3,940	3,900	3,900	5.00%
590-553-000-724.000	Workers Compensation	525	333	391	915	686	686	3.00%
590-553-000-725.000	Other Fringe Benefits	233	495	814	2,040	2,081	2,081	3.00%
Material and Supplies								
590-553-000-756.000	Operating Supplies	72	-	237	1,047	1,102	1,102	3.00%
590-553-000-759.000	Gasoline	10,674	11,245	22,875	32,500	35,750	35,750	3.00%
590-553-000-763.000	Laboratory Supplies	-	-	719	1,341	2,060	2,060	3.00%
590-553-000-773.000	Laundry	16	1,019	1,432	1,800	1,854	1,854	3.00%
590-553-000-778.000	Equipment Maint. Supplies	5,358	3,448	8,687	8,500	8,755	8,755	3.00%
Contractual and Other								
590-553-000-723.001	Health Insurance-Retirees	21,490	14,162	16,534	16,850	20,220	20,220	5.00%
590-553-000-818.000	Contractual Services	415,632	303,176	323,229	354,319	491,812	491,812	3.00%
590-553-000-908.003	Licensed Stipend	-	-	500	500	500	500	3.00%
590-553-000-921.000	Utilities-Gas	29,363	31,214	42,314	47,080	48,492	48,492	4.00%
590-553-000-931.001	Equipment Maintenance	21	1,768	5,057	13,000	13,000	13,000	3.00%
590-553-000-932.001	Vehicle Maint. Serv.	-	3,578	218	6,099	6,741	6,741	3.00%
590-553-000-935.000	Insurance	4,611	4,967	5,122	5,188	5,396	5,396	3.00%
590-553-000-943.000	Equipment Rental -MP	418	-	-	2,375	2,500	2,500	3.00%
590-553-000-961.641	Public Works Overhead	343	-	-	3,670	4,000	4,000	3.00%
590-553-000-995.406	Cont-Equip. Replacement Fd.	-	-	-	-	- [1]	-	0.00%
	Total Dept 553 Expenses	584,177	509,185	582,496	692,549	848,072	848,072	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 554 Administration								
Personal Services								
590-554-000-703.000	Salaries and Wages	179,026	179,992	253,369	277,213	310,523	310,523	3.00%
590-554-000-708.000	Unemployment Comp.	9	9	98	102	44	44	3.00%
590-554-000-709.000	Employers FICA	12,220	12,894	17,764	21,207	23,911	23,911	3.00%
590-554-000-715.000	Pension-General	12,572	19,726	23,095	34,014	33,370	33,370	3.00%
590-554-000-716.000	Pension-MERS DC	6,195	5,469	7,854	9,500	10,991	10,991	3.00%
590-554-000-716.001	Retirement-Contractual	5,362	1,307	1,652	2,080	2,080	2,080	3.00%
590-554-000-718.000	Health Insurance	15,121	19,518	29,982	33,700	44,568	44,568	5.00%
590-554-000-723.000	Health - MERS HSA	4,314	2,775	3,992	4,320	5,701	5,701	5.00%
590-554-000-724.000	Workers Compensation	581	613	828	1,380	1,524	1,524	3.00%
590-554-000-725.000	Other Fringe Benefits	460	688	789	3,191	3,835	3,835	3.00%
Material and Supplies								
590-554-000-752.000	Supplies	1,713	1,691	1,261	3,306	3,405	3,405	3.00%
590-554-000-756.000	Operating Supplies	992	4,587	258	5,190	5,346	5,346	3.00%
Contractual and Other								
590-554-000-723.001	Health Ins. - Retirees	4,146	4,014	4,928	5,000	6,000	6,000	5.00%
590-554-000-808.000	Audit Fees	3,629	5,261	5,048	7,214	7,430	7,430	3.00%
590-554-000-818.000	Contractual Services	103	337	681	12,000	12,000	12,000	3.00%
590-554-000-818.038	Cont.Serv.-MDEQ SAW Grant	528,431	646,044	-	-	-	-	0.00%
590-554-000-820.000	Consultant Services	-	153,822	70,420	265,532	300,000	300,000	3.00%
590-554-000-853.000	Telephone	8,191	10,255	14,325	14,935	15,383	15,383	3.00%
590-554-000-880.000	Community Promotion	177,829	43,313	54,975	66,220	73,700	73,700	3.00%
590-554-000-902.000	Advertising	466	113	73	1,454	2,000	2,000	3.00%
590-554-000-908.003	Licensed Stipend	-	-	1,000	1,000	1,000	1,000	3.00%
590-554-000-910.000	Education & Training	584	3,329	4,522	9,950	10,450	10,450	3.00%
590-554-000-913.000	Travel	264	-	455	3,300	3,000	3,000	3.00%
590-554-000-915.000	Memberships and Dues	1,091	770	654	1,580	3,000	3,000	3.00%
590-554-000-934.000	Repairs & Maintenance	1,797	1,887	1,983	3,210	3,210	3,210	3.00%
590-554-000-961.101	Admin.-General Fund	182,846	214,338	191,665	191,665	191,665	191,665	0.00%
590-554-000-962.000	Uncollectible Accounts	-	1,796	6,814	2,500	3,000	3,000	3.00%
590-554-000-995.386	Cont.-2018 Cap. Imp. D/S Fd.	-	-	-	-	- [1]	-	0.00%
590-554-000-995.407	Cont.-2022 Sewer Sys. Project Const.	-	-	-	-	- [1]	-	0.00%
590-554-000-995.591	Cont.-Water Fund	-	-	-	-	- [1]	-	0.00%
Capital Outlay								
590-554-000-968.000	Depreciation	-	-	-	-	- [2]	-	0.00%
590-554-000-968.001	Depreciation - Mun. Assets	-	-	-	-	- [2]	-	0.00%
590-554-000-968.002	Depreciation - Other Assets	-	-	-	-	- [2]	-	0.00%
590-554-000-968.001	Depreciation - Leases (GASB 87)	-	-	-	-	- [2]	-	0.00%
590-554-000-968.002	Principal - Leases (GASB 87)	-	-	(10,577)	(11,000)	(11,330) [3]	-	0.00%
Debt Service								
590-554-000-992.000	Interest	-	-	-	-	- [4]	-	0.00%
	Total Dept 554 Expenses	1,147,942	1,334,548	687,908	969,763	1,065,806	1,077,136	
	Total Fund 590 Expenses	$3,700,186	$3,925,770	$3,342,993	$4,128,131	$4,805,028	$4,816,358	

[1] These expenses are removed from this section of the report as they are transferred to the funds in other tabs.
[2] Depreciation is removed from this report as this study is performed on the cash basis.
[3] These revenues are removed from the test year of the report.
[4] Interest is removed from this section of the report as it is addressed later in the report.

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund - Contributed Sewage Fund Portion

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 558 Billing & Collection (50% Sewage Fund)								
Personal Services								
591-558-000-702.000	Termination Pay	$1,461	$46	$643	-	-	-	0.00%
591-558-000-703.000	Salaries and Wages	123,557	150,934	161,313	$190,797	$194,490	$194,490	3.00%
591-558-000-707.000	Wages - Temporary	6,300	1,500	-	10,390	13,680	13,680	3.00%
591-558-000-708.000	Unemployment Comp.	494	249	-	290	48	48	3.00%
591-558-000-709.000	Employers FICA	9,332	10,776	256	15,697	16,314	16,314	3.00%
591-558-000-713.000	Overtime	981	853	11,454	4,000	4,547	4,547	3.00%
591-558-000-715.000	Pension - General	14,444	17,194	1,385	23,882	21,675	21,675	3.00%
591-558-000-716.000	Pension - MERS DC	2,246	2,072	19,114	5,844	2,816	2,816	3.00%
591-558-000-716.001	Retirement - Contractual	578	-	2,266	-	-	-	0.00%
591-558-000-718.000	Health Insurance	25,873	33,963	35,860	39,206	41,293	41,293	5.00%
591-558-000-723.000	Health - MERS HSA	3,366	3,441	3,374	3,700	3,900	3,900	5.00%
591-558-000-724.000	Workers Compensation	76	66	124	390	84	84	3.00%
591-558-000-725.000	Other Fringe Benefits	1,338	1,523	1,538	2,145	4,673	4,673	3.00%
Material and Supplies								
591-558-000-752.000	Office Supplies	3,384	5,276	4,238	11,000	12,000	12,000	3.00%
Contractual and Other								
591-558-000-723.001	Health Insurance - Retirees	7,443	6,344	5,151	7,658	9,189	9,189	3.00%
591-558-000-808.000	Audit Fees	1,934	1,583	1,611	1,317	1,356	1,356	3.00%
591-558-000-810.000	EPAY Costs	2,456	2,489	2,572	2,928	3,050	3,050	3.00%
591-558-000-818.000	Contractual Services	3,339	4,396	4,293	4,988	5,575	5,575	3.00%
591-558-000-851.000	Postage	13,211	9,466	11,691	15,020	20,000	20,000	3.00%
591-558-000-853.000	Telephone	845	863	1,002	1,116	1,150	1,150	3.00%
591-558-000-900.000	Printing & Publishing	1,906	1,641	133	1,888	1,995	1,995	3.00%
591-558-000-908.002	Residency Allowance	1,800	900	900	1,800	1,800	1,800	3.00%
591-558-000-910.000	Education & Training	30	-	645	1,000	1,500	1,500	3.00%
591-558-000-913.000	Travel	27	-	175	1,000	1,500	1,500	3.00%
591-558-000-915.000	Memberships & Dues	200	-	-	340	350	350	3.00%
591-558-000-931.002	Office Equipment Maintenance	3,111	2,818	2,150	3,010	3,225	3,225	3.00%
591-558-000-935.000	Insurance	3,951	1,587	4,214	4,406	4,582	4,582	3.00%
591-558-000-945.000	Office Equipment Rental	-	-	-	250	250	250	3.00%
591-558-000-961.101	Admin - General Fund	23,272	19,820	17,396	17,396	17,396	17,396	0.00%
591-558-000-962.000	Uncollectible Accounts	-	-	-	1,250	2,500	2,500	3.00%
Capital Outlay								
591-558-000-971.011	City Hall Improvements	-	4,000	9,512	12,500	12,500	12,500	3.00%
591-558-000-980.001	Office Equipment	6,286	3,817	7,931	7,500	7,500	7,500	3.00%
	Total Fund 591 Expenses	$263,234	$287,612	$310,935	$392,706	$410,937	$410,937	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 101 General Fund - Contributed Sewage Fund Portion

		Fiscal Year Ended						
		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Test Year	Multiplier
		(----------Per Client----------)						
Dept 728 Economic Development								
Personal Services								
101-728-000-703.000	Salaries and Wages	$29,485	-	-	-	-	-	0.00%
101-728-000-708.000	Unemployment	1	-	-	-	-	-	0.00%
101-728-000-709.000	Employers FICA	3,058	-	-	-	-	-	0.00%
101-728-000-715.000	Pension - General	-	-	-	-	-	-	0.00%
101-728-000-716.000	Pension - MERS DC	-	-	-	-	-	-	0.00%
101-728-000-716.001	Retirement - Contractual	7,599	-	-	-	-	-	0.00%
101-728-000-718.000	Health Insurance	1,702	-	-	-	-	-	0.00%
101-728-000-723.000	Health Ins. - MERS HSA	546	-	-	-	-	-	0.00%
101-728-000-724.000	Workers Compensation	126	-	-	-	-	-	0.00%
101-728-000-725.000	Other Fringe Benefits	427	-	-	-	-	-	0.00%
Material and Supplies								
101-728-000-752.000	Office Supplies	527	-	-	-	-	-	0.00%
101-728-000-791.000	Publications	125	-	-	-	-	-	0.00%
Contractual and Other								
101-728-000-818.034	Start-Up-in-a-Day	-	-	-	-	-	-	0.00%
101-728-000-818.049	Planning, Eng. & Design	200,933	$19,690	$34,241	-	-	-	0.00%
101-728-000-853.000	Telephone	760	-	-	-	-	-	0.00%
101-728-000-861.000	Auto Allowance	1,400	-	-	-	-	-	0.00%
101-728-000-880.000	Community Promotion	23,239	54,965	56,472	66,200	$73,700	$73,700	3.00%
101-728-000-900.000	Printing & Publishing	-	-	-	-	-	-	0.00%
101-728-000-910.000	Education & Training	-	-	-	-	-	-	0.00%
101-728-000-913.000	Travel	49	-	-	-	-	-	0.00%
101-728-000-915.000	Memberships & Dues	6,505	135	305	-	-	-	0.00%
101-728-000-930.000	Bldg. Maint. (Incubator)	45,927	-	-	-	-	-	0.00%
101-728-000-930.002	Bldg. Maint.-Hayes	33,251	11,836	13,908	-	-	-	0.00%
Capital Outlay								
101-728-000-971.000	Land Acquisition	66,923	53,590	5,025	-	-	-	0.00%
	Total Fund 101 Expenses	$422,583	$140,216	$109,951	$66,200	$73,700	$73,700	

CITY OF JACKSON

Appendix B Schedule of Existing Debt Service

CITY OF JACKSON (MICHIGAN) WATER FUND

SCHEDULE OF AMORTIZATION OF $1,946,385 PRINCIPAL AMOUNT OUTSTANDING OF 2018 CAPITAL IMPROVEMENT BONDS

Payment Date	Principal Balance	Interest Rate	Debt Service			Fiscal Year Total
			Principal	Interest	Total	
	(In Dollars)	(%)	(----------In Dollars----------)			
12/01/22	$1,946,385			$48,659.64	$48,659.64	
06/01/23	1,946,385	5.00	$137,363	48,659.64	186,022.14	$234,681.78
12/01/23	1,809,023			45,225.58	45,225.58	
06/01/24	1,809,023	5.00	145,688	45,225.58	190,913.08	236,138.66
12/01/24	1,663,335			41,583.39	41,583.39	
06/01/25	1,663,335	5.00	149,850	41,583.39	191,433.39	233,016.78
12/01/25	1,513,485			37,837.14	37,837.14	
06/01/26	1,513,485	5.00	158,175	37,837.14	196,012.14	233,849.28
12/01/26	1,355,310			33,882.76	33,882.76	
06/01/27	1,355,310	5.00	166,500	33,882.76	200,382.76	234,265.52
12/01/27	1,188,810			29,720.26	29,720.26	
06/01/28	1,188,810	5.00	174,825	29,720.26	204,545.26	234,265.52
12/01/28	1,013,985			25,349.63	25,349.63	
06/01/29	1,013,985	5.00	183,150	25,349.63	208,499.63	233,849.26
12/01/29	830,835			20,770.88	20,770.88	
06/01/30	830,835	5.00	193,140	20,770.88	213,910.88	234,681.76
12/01/30	637,695			15,942.38	15,942.38	
06/01/31	637,695	5.00	202,298	15,942.38	218,239.88	234,182.26
12/01/31	435,398			10,884.94	10,884.94	
06/01/32	435,398	5.00	212,288	10,884.94	223,172.44	234,057.38
12/01/32	223,110			5,577.75	5,577.75	
06/01/33	223,110	5.00	223,110	5,577.75	228,687.75	234,265.50
	Totals		$1,946,385	$630,868.70	$2,577,253.70	$2,577,253.70

Note: Water fund is responsible for 16.65% of the 2018 Capital Improvement Bonds.

CITY OF JACKSON (MICHIGAN) WATER FUND

SCHEDULE OF AMORTIZATION OF $9,548,000 PRINCIPAL AMOUNT OUTSTANDING OF 2022 CWSRF JUNIOR LIEN REVENUE BONDS - ESTIMATED

Payment Date	Principal Balance	Interest Rate	Debt Service			Fiscal Year Total
			Principal	Interest	Total	
	(In Dollars)	(%)	(In Dollars)			
04/01/23	$9,548,000			$94,982.71	$94,982.71	$94,982.71
10/01/23	9,548,000	1.875		89,512.56	89,512.56	
04/01/24	9,548,000			89,512.56	89,512.56	179,025.12
10/01/24	9,548,000	1.875	$398,000	89,512.56	487,512.56	
04/01/25	9,150,000			85,781.31	85,781.31	573,293.87
10/01/25	9,150,000	1.875	405,000	85,781.31	490,781.31	
04/01/26	8,745,000			81,984.43	81,984.43	572,765.74
10/01/26	8,745,000	1.875	415,000	81,984.43	496,984.43	
04/01/27	8,330,000			78,093.80	78,093.80	575,078.23
10/01/27	8,330,000	1.875	420,000	78,093.80	498,093.80	
04/01/28	7,910,000			74,156.30	74,156.30	572,250.10
10/01/28	7,910,000	1.875	430,000	74,156.30	504,156.30	
04/01/29	7,480,000			70,125.05	70,125.05	574,281.35
10/01/29	7,480,000	1.875	435,000	70,125.05	505,125.05	
04/01/30	7,045,000			66,046.92	66,046.92	571,171.97
10/01/30	7,045,000	1.875	445,000	66,046.92	511,046.92	
04/01/31	6,600,000			61,875.04	61,875.04	572,921.96
10/01/31	6,600,000	1.875	455,000	61,875.04	516,875.04	
04/01/32	6,145,000			57,609.41	57,609.41	574,484.45
10/01/32	6,145,000	1.875	460,000	57,609.41	517,609.41	
04/01/33	5,685,000			53,296.91	53,296.91	570,906.32
10/01/33	5,685,000	1.875	470,000	53,296.91	523,296.91	
04/01/34	5,215,000			48,890.66	48,890.66	572,187.57
10/01/34	5,215,000	1.875	480,000	48,890.66	528,890.66	
04/01/35	4,735,000			44,390.66	44,390.66	573,281.32
10/01/35	4,735,000	1.875	490,000	44,390.66	534,390.66	
04/01/36	4,245,000			39,796.91	39,796.91	574,187.57
10/01/36	4,245,000	1.875	495,000	39,796.91	534,796.91	
04/01/37	3,750,000			35,156.28	35,156.28	569,953.19
10/01/37	3,750,000	1.875	505,000	35,156.28	540,156.28	
04/01/38	3,245,000			30,421.90	30,421.90	570,578.18
10/01/38	3,245,000	1.875	515,000	30,421.90	545,421.90	
04/01/39	2,730,000			25,593.77	25,593.77	571,015.67
10/01/39	2,730,000	1.875	525,000	25,593.77	550,593.77	
04/01/40	2,205,000			20,671.89	20,671.89	571,265.66
10/01/40	2,205,000	1.875	535,000	20,671.89	555,671.89	
04/01/41	1,670,000			15,656.26	15,656.26	571,328.15
10/01/41	1,670,000	1.875	545,000	15,656.26	560,656.26	
04/01/42	1,125,000			10,546.88	10,546.88	571,203.14
10/01/42	1,125,000	1.875	555,000	10,546.88	565,546.88	
04/01/43	570,000			5,343.75	5,343.75	570,890.63
10/01/43	570,000	1.875	570,000	5,343.75	575,343.75	575,343.75
	Totals		$9,548,000	$2,174,396.65	$11,722,396.65	$11,722,396.65

CITY OF JACKSON

Appendix C Schedule of Estimated Capital Improvement Plan

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

SCHEDULE OF ESTIMATED CAPITAL IMPROVEMENT PLAN

Capital Improvement	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
East Pipe Gallery	$4,021,322									
Myrtle Lift Station	1,908,495									
Generator	2,016,000									
Digester Upgrades		$12,612,600								
Sewer Trans. Main Myrtle Lift Station - Plant		10,772,160								
Grit Tank/Headworks Improvements			$5,494,860							
UV Channel Addition				$3,474,727						
Retention Basin/Wet Weather Improvements				1,169,201						
Final Clarifiers - East					$3,561,433					
Final Clarifiers - West					2,734,889					
Can Station Replacements (Dwight, Losey, Creglow)						$3,752,268				
Gravity Thickeners and Process Support Pumps							$2,264,762			
Electrical Phase 3 (MCCS and Panelboards)							1,474,105			
Aeration Diffusers and West Pipe Gallery								$2,378,000		
Lewis/Myrtle - Building Rehab									$842,150	
Ferrous Chloride System										$868,744
Totals	$7,945,817	$23,384,760	$5,494,860	$4,643,928	$6,296,322	$3,752,268	$3,738,867	$2,378,000	$842,150	$868,744
Cash Funded:	$7,945,817	-	-	-	-	-	$3,738,867	$2,378,000	$842,150	$868,744
Bond Funded:	-	$14,439,810 [1]	-	$11,019,389 [2]	-	-	-	-	-	-
Grant Funded:	-	$14,439,810 [1]	-	$3,673,130 [2]	-	-	-	-	-	-

Note: These capital improvement estimates were increased by 5% every year starting in 2024/25.

[1] Includes 2024/25 and 2025/26 capital improvements. Assumes 50% grant through CWSRF program.
[2] Includes 2026/27, 2027/28, and 2028/29 capital improvements. Assumes 25% grant through CWSRF program.

CITY OF JACKSON

Appendix D Cash Flow Analysis

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

CASH FLOW ANALYSIS

		2022/23	Increases Per Year	2023/24	2024/25	Increases Per Year	2025/26	2026/27	Increases Per Year	2027/28
Assumptions										
Non-Contract Customers										
Inside City Meter Equivalents		15,965		15,965	15,965		15,965	15,965		15,965
Inside City Readiness Charge Rate (daily)		$0.07031	6.00%	$0.07453	$0.07900	25.00%	$0.09875	$0.12344	5.00%	$0.12961
Outside City Meter Equivalents		345		345	345		345	345		345
Outside City Readiness Charge Rate (daily)		$0.14062	6.00%	$0.14906	$0.15800	25.00%	$0.19750	$0.24688	5.00%	$0.25922
Commodity Usage (yearly in 100 cu.ft.)		1,307,115		1,307,115	1,307,115		1,307,115	1,307,115		1,307,115
Commodity Charge (per 100 cu.ft.)		$2.31	6.00%	$2.45	$2.60	25.00%	$3.25	$4.06	5.00%	$4.26
Unmetered User Bill Number		28		28	28		28	28		28
Unmetered User Charge (quarterly)		$61.95	6.00%	$65.67	$69.61	25.00%	$87.01	$108.76	5.00%	$114.20
Bill Number (yearly)		52,956		52,956	52,956		52,956	52,956		52,956
Billing Charge (per bill)		$8.04	6.00%	$8.52	$9.03	25.00%	$11.29	$14.11	5.00%	$14.82
Contract Customers (yearly revenue per line item)										
Blackman Flow Charge		$691,323	6.00%	$732,802	$776,770	25.00%	$970,963	$1,213,704	5.00%	$1,274,389
Blackman Extra Strength Charge		791,096	0.00%	791,096	791,096	0.00%	791,096	791,096	0.00%	791,096
Summit Flow Charge		497,045	6.00%	526,867	558,479	25.00%	698,099	872,624	5.00%	916,255
Summit Extra Strength Charge		511,101	0.00%	511,101	511,101	0.00%	511,101	511,101	0.00%	511,101
Spring Arbor Flow Charge		143,482	6.00%	152,091	161,217	25.00%	201,521	251,901	5.00%	264,496
Spring Arbor Extra Strength Charge		124,935	0.00%	124,935	124,935	0.00%	124,935	124,935	0.00%	124,935
Napoleon Flow Charge		13,435	6.00%	14,241	15,096	25.00%	18,870	23,587	5.00%	24,766
Napoleon Extra Strength Charge		15,691	0.00%	15,691	15,691	0.00%	15,691	15,691	0.00%	15,691
Typical City homeowner's quarterly bill (assumes 1,800 cf/quarter)		*$55.95*		*$59.33*	*$62.94*		*$78.68*	*$98.30*		*$103.16*
Revenue										
Inside City Readiness Charge Revenue		$404,112		$428,367	$454,058		$567,573	$709,481		$744,943
Outside City Readiness Charge Revenue		17,442		18,489	19,598		24,498	30,623		32,153
Commodity Revenue		3,019,436		3,202,432	3,398,499		4,248,124	5,306,887		5,568,310
Unmetered User Revenue		1,735		1,839	1,949		2,436	3,045		3,198
Billing Revenue		425,766		451,185	478,193		597,873	747,209		784,808
Township Customers Flow Charge		1,345,285		1,426,002	1,511,562		1,889,453	2,361,816		2,479,907
Township Customers Extra Strength Charge		1,442,823		1,442,823	1,442,823		1,442,823	1,442,823		1,442,823
Other		174,201		174,201	174,201		174,201	174,201		174,201
Total Revenue		6,830,800		7,145,337	7,480,883		8,946,980	10,776,084		11,230,342
Less: Fund 404 - Sanitary Sewer Maintenance Expenses		(474,399)		(663,044)	(684,167)		(705,985)	(728,523)		(751,805)
Fund 405 - Sanitary Sewer Replacement Expenses		(848,400)		(2,985,140)	(3,129,805)		(1,067,408)	(1,115,907)		(1,166,684)
Fund 406 - Wastewater Equipment Replacement Expenses		(5,030,754)		(298,476)	(328,030)		(337,871)	(348,007)		(358,448)
Fund 590 - Operating Expenditures [1]		(4,128,131)		(4,805,028)	(4,970,408)		(5,129,749)	(5,294,570)		(5,465,067)
Fund 591 - 50% Water Fund Billing & Collection Expenses		(392,706)		(410,937)	(423,647)		(436,784)	(450,362)		(464,397)
Fund 101 - 50% General Fund Economic Development Expenses		(33,100)		(36,850)	(37,956)		(39,094)	(40,267)		(41,475)
Net Operating Revenue		(4,076,690)		(2,054,138)	(2,093,129)		1,230,089	2,798,448		2,982,467
Add: ARPA Revenue		3,420,905		2,389,483	-		-	-		-
Insurance Claim Revenue		366,500		-	-		-	-		-
Less: Current Debt Service Payments		(329,664)		(415,164)	(806,311)		(806,615)	(809,344)		(806,516)
Estimated Cash Funded Capital Improvements		-		(7,945,817)	-		-	-		-
Estimated Debt Service #1 2024/25 Bonds [2]		-		-	(225,000)		(710,000)	(710,000)		(710,000)
Estimated Debt Service #2 2026/27 Bonds [3]		-		-	-		-	(161,000)		(525,000)
Net Cash Flow		($618,950)		($8,025,635)	($3,124,440)		($286,526)	$1,118,104		$940,951
Cash & Investments	*$14,883,396*	*$14,264,446*		*$6,238,811*	*$3,114,371*		*$2,827,845*	*$3,945,949*		*$4,886,900*

[1] Fund 590 operating expenses exclude the contribution to other funds.
[2] Estimated debt service payments based on a $14,439,810 30-year CWSRF bond issue at an estimated interest rate. Total project is assumed as $28,879,620 with 50% grant.
[3] Estimated debt service payments based on a $11,019,389 30-year CWSRF bond issue at an estimated interest rate. Total project is assumed as $14,692,519 with 25% grant.

JACKSON
Founded 1829

City of Jackson, Michigan
Financial Statements

As of and For the Nine Months Ended March 31, 2023

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
General Government :								
101-101	City Council	114,696	114,696	6,952	88,694	77.33%	26,002	
101-103	Charter Review Committee	2,500	2,500	0	0	0.00%	2,500	
101-172	City Manager	474,901	474,901	(26,085)	379,637	79.94%	95,264	
101-191	Finance	587,942	587,942	39,944	394,443	67.09%	193,499	
101-215	City Clerk	331,401	331,401	23,298	226,994	68.50%	104,407	
101-228	Management Info. Services	448,021	448,021	27,928	301,469	67.29%	146,552	
101-233	Purchasing	130,276	130,276	4,641	93,197	71.54%	37,079	
101-253	City Treasurer	413,354	413,354	29,720	275,205	66.58%	138,149	
101-254	City Income Tax	235,063	235,063	12,876	129,141	54.94%	105,922	
101-257	City Assessor	544,375	544,375	40,595	310,523	57.04%	233,852	
101-262	City Clerk-Elections	114,367	114,367	2,737	83,738	73.22%	30,629	
101-265	City Hall & Grounds	431,258	431,258	51,017	315,777	73.22%	115,481	
101-266	City Attorney	731,548	731,548	54,096	509,992	69.71%	221,556	
101-270	Personnel	645,907	645,907	27,665	375,976	58.21%	269,931	
101-278	Unallocated	879,799	879,799	60,960	525,911	59.78%	353,888	
		6,085,408	**6,085,408**	**356,344**	**4,010,697**	**65.91%**	**2,074,711**	
Judicial:								
101-299	Admin. Hearings Bureau	199,201	199,201	6,503	139,749	70.15%	59,452	
		199,201	**199,201**	**6,503**	**139,749**	**70.15%**	**59,452**	
Public Safety:								
101-301	Police	11,454,098	11,454,098	858,384	8,105,096	70.76%	3,349,002	
101-311	OSHP Grant	0	0	0	6,064	N/A	(6,064)	***Note 2***
101-320	Consortium Training	15,750	15,750	1,950	10,347	65.70%	5,403	
101-321	In Service Training	3,185	3,185	-	2,695	84.62%	490	
101-340	Fire Suppression	5,709,356	5,709,356	466,221	4,988,664	87.38%	720,692	
101-350	Public Safety - Unallocated	2,107,885	2,107,885	135,168	1,475,873	70.02%	632,012	
		19,290,274	**19,290,274**	**1,461,723**	**14,588,739**	**75.63%**	**4,701,535**	
Public Works :								
101-442	Forestry	658,542	658,542	206,643	614,280	93.28%	44,262	
101-444	Sidewalk Construction	55,707	55,707	712	33,655	60.41%	22,052	
101-445	Drains at Large	78,779	78,779	211	68,805	87.34%	9,974	
101-450	Street Lighting	601,899	601,899	183,220	361,688	60.09%	240,211	
101-455	Weed Control	103,918	103,918	0	47,515	45.72%	56,403	
101-465	Grounds Maintenance	467,230	467,230	15,061	320,353	68.56%	146,877	
101-567	Cemeteries	358,075	358,075	18,509	214,077	59.79%	143,998	
101-571	Tax Property Maintenance	226,695	226,695	12,273	127,570	56.27%	99,125	
101-572	Civic Affairs	107,802	107,802	(38,430)	49,252	45.69%	58,550	
		2,658,647	**2,658,647**	**398,199**	**1,837,195**	**69.10%**	**821,452**	
Community & Economic Development:								
101-701	Planning	234,974	234,974	16,473	164,616	70.06%	70,358	
101-728	Economic Development	132,400	132,400	11,417	114,985	86.85%	17,415	
		367,374	**367,374**	**27,890**	**279,601**	**76.11%**	**87,773**	

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Recreation & Culture :							
101-752	Parks, Rec. & Grnds. Admin.	305,867	305,867	11,780	240,115	78.50%	65,752
101-758	Lt. Nixon Memorial Pool	100,476	100,476	1,830	84,372	83.97%	16,104
101-771	Parks & Facilities Maintenance	836,134	836,134	(10,459)	648,604	77.57%	187,530
101-803	Historical District	12,790	12,790	897	8,377	65.50%	4,413
101-806	Diversity, Equity & Inclusion	306,235	306,235	22,876	197,304	64.43%	108,931
		1,561,502	**1,561,502**	**26,924**	**1,178,772**	**75.49%**	**382,730**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**293,429**	**293,429**	**0**	**22,474**	**7.66%**	**270,955**
	Total General Fund Expenditures	**30,455,835**	**30,455,835**	**2,277,583**	**22,057,227**	**72.42%**	**8,398,608**
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**25,000**	**25,000**	**0**	**0**	**0.00%**	**25,000**

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
Permanent Funds :								
151	Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000	
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850	
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000	
Special Revenue Funds :								
202	Major Street	24,731,248	24,731,248	374,788	6,019,934	24.34%	18,711,314	
203	Local Street	3,898,044	3,898,044	45,829	921,102	23.63%	2,976,942	
208	Ella W. Sharp Park Operating	986,741	986,741	47,635	646,169	65.49%	340,572	
218	Affordable Housing	3,250,000	3,250,000	190,590	388,813	11.96%	2,861,187	
245	Public Improvement	1,027,676	1,027,676	4,457	174,820	17.01%	852,856	
246	Cortland St. Redev. Project	2,520,493	2,520,493	4,812	21,209	0.84%	2,499,284	
249	Building Department	597,332	597,332	39,642	469,142	78.54%	128,190	
251	Housing Code Enforcement	1,156,790	1,156,790	65,161	751,558	64.97%	405,232	
252	Building Demolitions	406,815	406,815	1,970	90,106	22.15%	316,709	
265	Drug Law Enforcement	16,702	16,702	0	9,781	58.56%	6,921	
272	SAFER Grant	524,760	524,760	0	273,333	52.09%	251,427	
273	Project Safe Neighborhoods	120,969	120,969	18,401	57,987	47.94%	62,982	
275	Byrne/JAG Programs	0	49,361	145	43,614	N/A	5,747	
279	American Rescue Plan Act	200,000	200,000	17,005	45,028	22.51%	154,972	
296	Recreation Activity	206,248	206,248	12,110	214,186	103.85%	(7,938)	***Note 2***
297	Recreation Millage Program	657,274	657,274	65,447	539,146	82.03%	118,128	
Debt Service Funds :								
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%	206,851	
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%	688,445	
367	2021 City Hall Refunding D/S	729,581	729,581	0	18,290	2.51%	711,291	
385	2016 Capital Improvement D/S	144,087	144,087	4,457	144,087	100.00%	0	
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	1,117,750	
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	312,778	
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	740,256	
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750	
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	124,786	
Capital Projects Funds :								
401	Capital Projects	1,955,898	1,955,898	181,240	214,681	10.98%	1,741,217	
402	Water Equip. and Replacemt.	9,825,900	9,825,900	418,485	1,868,990	19.02%	7,956,910	
403	Lead Service Line Replacement	1,661,966	1,661,966	21,826	89,197	5.37%	1,572,769	
404	Sanitary Sewer Maint.	399,931	399,931	17,131	246,419	61.62%	153,512	
405	Sanitary Sewer Replacement	1,902,121	1,902,121	21,656	253,676	13.34%	1,648,445	
406	Wastewater Equip. Replacemt.	17,594,940	17,594,940	43,117	924,549	5.25%	16,670,391	
407	2022 Sewer Sys. Project Const.	0	0	13,457	269,111	N/A	(269,111)	***Note 2***
488	MLK Corridor Improvemt. Authority	10,000	10,000	16,000	66,540	665.40%	(56,540)	***Note 2***
489	Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	158,904	319,740	22.05%	1,130,339	
494	DDA Project	2,947,323	2,947,323	0	84,787	2.88%	2,862,536	

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
Enterprise Funds :								
514	Auto Parking System	247,011	247,011	2,138	64,693	26.19%	182,318	
518	Parking Assessment	303,267	303,267	16,817	181,852	59.96%	121,415	
519	Cooper/Francis Parking Deck	283,775	283,775	6,144	38,293	13.49%	245,482	
590	Sewer	18,162,790	18,162,790	556,852	5,132,067	28.26%	13,030,723	
591	Water	19,257,736	19,257,736	1,101,088	9,007,998	46.78%	10,249,738	
Internal Service Funds :								
641	Public Works Administration	477,472	477,472	18,423	245,075	51.33%	232,397	
642	Engineering Administration	328,453	328,453	20,235	200,812	61.14%	127,641	
643	Local Site Remed. Revolving	20,000	20,000	0	22,500	112.50%	(2,500)	***Note 2***
661	Motor Pool and Garage	2,881,943	2,881,943	394,452	1,408,308	48.87%	1,473,635	
676	Workers' Compensation	183,900	183,900	95,286	268,028	145.75%	(84,128)	***Note 2***
677	Self-Insured Health Care	5,680,600	5,680,600	469,642	4,150,481	73.06%	1,530,119	
Trust & Agency Funds :								
703	County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000	
731	Employees' Retirement System	4,220,000	4,220,000	306,837	2,943,533	69.75%	1,276,467	
732	Policemen's/Firemen's Pension	548,000	548,000	42,228	401,926	73.34%	146,074	
734	Police./Fire. Pension-345	7,640,000	7,640,000	494,685	3,854,339	50.45%	3,785,661	
736	Public Employee Health Care	10,000	10,000	2,103	6,222	62.22%	3,778	
Special Assessment Funds :								
852	2020 Special Assessment D/S	161,335	161,335	9,088	161,288	99.97%	47	
895	Special Assessment	2,055,241	2,055,241	9,088	441,290	21.47%	1,613,951	

City of Jackson
All Funds - Revenue Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
General Fund :						
Property Taxes		10,423,356	10,423,356	293,955	9,974,917	95.70%
Income Taxes		10,500,000	10,500,000	(1,749)	8,012,238	76.31%
State Revenue Sharing		5,028,914	5,028,914	51,900	2,837,818	56.43%
Licenses & Permits		367,025	367,025	5,326	211,389	57.60%
Federal Grants		1,346,427	1,346,427	0	755,048	56.08%
State Grants		3,185	3,185	0	1,314	41.26%
Charges For Goods & Services		1,294,072	1,294,072	26,580	292,940	22.64%
Fines & Forfeits		377,094	377,094	(5,940)	351,228	93.14%
Investment Income		115,000	115,000	25,409	197,414	171.66%
Contributions From Other Funds		120,000	120,000	967	15,253	12.71%
Contributions From Local Units		12,500	12,500	25	16,945	135.56%
Miscellaneous		225,323	225,323	18,727	297,356	131.97%
Total General Fund Revenues		29,812,896	29,812,896	415,200	22,963,860	77.03%
Funds Consolidated with the General Fund for Financial Reporting Purposes:						
102	**Budget Stabilization**	**25,000**	**25,000**	**1,426**	**9,478**	**37.91%**
Permanent Funds :						
151	Cemetery Perpetual Maint.	37,000	37,000	6,722	25,608	69.21%
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%
Special Revenue Funds :						
202	Major Street	24,253,509	24,253,509	558,062	5,221,356	21.53%
203	Local Street	2,889,376	2,889,376	101,144	978,493	33.87%
208	Ella W. Sharp Park Operating	921,600	921,600	6,851	398,287	43.22%
213	Opiod Settlement Fund	0	0	0	118,176	N/A
218	Affordable Housing	3,250,000	3,250,000	0	127,239	3.92%
245	Public Improvement	1,269,500	1,269,500	19,283	1,184,953	93.34%
246	Cortland St. Redev. Project	2,500,000	2,500,000	854	382	0.02%
249	Building Department	497,500	497,500	51,148	374,399	75.26%
251	Housing Code Enforcement	1,157,500	1,157,500	105,873	1,430,857	123.62%
252	Building Demolitions	407,465	407,465	229	107,737	26.44%
265	Drug Law Enforcement	15,610	15,610	61	2,085	13.36%
272	SAFER Grant	524,760	524,760	0	218,379	41.62%
273	Project Safe Neighborhood	120,969	120,969	6,783	40,003	33.07%
275	Byrne/JAG Programs	0	49,361	100	43,469	88.06%
279	American Rescue Plan Act	200,000	200,000	0	22,918	11.46%
296	Recreation Activity	208,000	208,000	22,850	171,476	82.44%
297	Recreation Millage Program	676,000	676,000	482	303,724	44.93%
Debt Service Funds :						
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%
367	2021 City Hall Refunding D/S	668,000	668,000	9,702	663,518	99.33%
385	2016 Capital Improvement D/S	144,087	144,087	4,457	144,087	100.00%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected	
Debt Service Funds (Continued) :							
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	
Capital Projects Funds :							
401	Capital Projects	1,956,398	1,956,398	67	569	0.03%	
402	Water Equip. and Replacemt.	7,808,191	7,808,191	416,266	3,744,013	47.95%	
403	Lead Service Line Replacement	2,637,759	2,637,759	90,134	834,103	31.62%	
404	Sanitary Sewer Maintenance	399,931	399,931	17,131	246,419	61.62%	
405	Sanitary Sewer Replacement	672,950	672,950	61,434	538,157	79.97%	
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	136,052	1,354,732	8.42%	
407	2022 Sewer Sys. Project Const.	0	0	0	539,395	N/A	***Note 2***
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	2,075	20.75%	
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	2,623	18,478	1.18%	
494	DDA Project	3,405,000	3,405,000	12,500	1,732,424	50.88%	
Enterprise Funds :							
514	Auto Parking System	93,743	93,743	516	3,900	4.16%	
518	Parking Assessment	221,288	221,288	8,239	259,406	117.23%	
519	Cooper/Francis Parking Deck	11,050	11,050	1,080	14,682	132.87%	
590	Sewer	6,949,219	6,949,219	523,253	5,023,598	72.29%	
591	Water	15,234,895	15,234,895	959,235	9,100,496	59.73%	
Internal Service Funds :							
641	Public Works Administration	399,794	399,794	30,305	263,646	65.95%	
642	Engineering Administration	265,891	265,891	21,298	202,015	75.98%	
643	Local Site Remed. Revolving	67,950	67,950	8,293	10,525	15.49%	
661	Motor Pool and Garage	2,823,832	2,823,832	171,308	1,348,717	47.76%	
676	Workers' Compensation	185,000	185,000	11,227	110,687	59.83%	
677	Self-Insured Health Care	5,940,600	5,940,600	382,736	3,674,208	61.85%	
Trust & Agency Funds :							
703	County & School Tax Collection	65,000	65,000	11,360	63,492	97.68%	
731	Employees' Retirement System	6,040,000	6,040,000	1,588,241	4,507,735	74.63%	
732	Policemen's/Firemen's Pension	561,185	561,185	64,252	470,061	83.76%	
734	Police./Fire. Pension-345	9,629,911	9,629,911	1,448,014	8,061,517	83.71%	
736	Public Employees Health Care	230,000	230,000	196,570	298,029	129.58%	
Special Assessment Funds :							
852	2020 Special Assessment D/S	161,335	161,335	9,088	161,288	99.97%	
895	Special Assessment	2,055,241	2,055,241	1,695	290,663	14.14%	

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Nine Months Ended March 31, 2023
(Prepared on the Adopted Budget-Basis)

Note 1: **Revenues do not include budgeted appropriations from fund balance. These appropriations, together with budgeted revenues, are sufficient to fund budgeted expenditures, in accordance with State law.**

Note 2: **A Budget Amendment is pending to correct this variance.**

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: May 23, 2023

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023.

Attached is a memo from Shane LaPorte, the Director of Community Development, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, Homeowner Emergency Hazard / Major Component Project Expenses, Demolition Costs, Boos Center Improvement Expenses, CHDO Operating Costs, CHDO Reserve Habitat for Humanity Deland Project Costs and Homeless Prevention Administration Expenses.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: May 23, 2023

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending April 30, 2023.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- Homeowner Emergency Hazards / Major Component Cost
  - 760 Elmwood – New Roofing System
- Demolition Expense
  - 1412 Dayo (draw)
  - 612 McBride (draw)
  - Pre-Demo Cost
    - Arbre Croche – SHOP Sect 106
- Parks & Recreation
  - Boos Center Improvements - Playground Expenses
- CHDO Reserve (Habitat for Humanity – Deland Project)
- CHDO Operating Expense
- Homeless Prevention
  - City Admin Expense

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2023.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Ten Months Ended April 30, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 2021/2022	145,000	109,937	-	35,063	145,000	-	100.0%
	FY 2022 / 2023	120,000	-	1,729	42,542	42,542	77,458	35.5%
	Code Enforcement							
2	City Attorney Office							
	FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
	FY 2022 / 2023	25,000	-	-	15,253	15,253	9,747	61.0%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2021/2022	135,000	108,932	-	26,068	135,000	-	100.0%
	FY 2022 / 2023	120,000	-	2,732	114,252	114,252	5,748	95.2%
4	City Emergency Hazard Repair Program							
	FY 2020/2021	497,059	479,248	-	17,811	497,059	-	100.0%
	FY 2022 / 2023	250,000	-	11,400	36,733	36,733	213,267	14.7%
	Street Projects							
5	Special Assessments							
	FY 2019/2020	25,000	4,365	-	1,715	6,080	18,920	24.3%
6	Cooley: Morrell to Biddle							
	FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7	Biddle: Mechanic to MLK Jr Dr							
	FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8	Perrine-Burr							
	FY 2021/2022	56,500	42,692	-	4,208	46,900	9,600	83.0%
	FY 2022/2023	463,000	-	-	-	-	463,000	0.0%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Ten Months Ended April 30, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Recreation -Other Projects							
9	Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10	Boo Center Improvements							
	FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
	FY 2021/2022	1,005,980	75,180	32,809	667,760	742,940	263,040	73.9%
	FY 2022/2023	241,133	-	-	-	-	241,133	0.0%
	Demolition							
11	Demolition							
	FY 2020/2021	300,000	241,639	-	58,361	300,000	0	100.0%
	FY 2021/2022	75,000	-	25,834	75,000	75,000	-	100.0%
	FY 2022 / 2023	150,000	-	6,801	6,801	6,801	143,199	4.5%

City of Jackson
HOME
Monthly Financial Summary
For the Ten Months Ended April 30, 2023

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	16,101	144,097	503,052	0	100.0%
FY 2020/2021	287,439	-	241,698	241,698	241,698	45,741	84.1%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	-	11,518	15,476	2,524	86.0%
FY 2020/2021	16,800	-	7,995	16,800	16,800	-	100.0%
FY 2022/2023	17,226	-	2,557	2,557	2,557	14,669	14.8%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Ten Months Ended April 30, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	CDBG-CV Admin City							
	FY 2020/2021	60,000	12,383	887	3,098	15,482	44,518	25.8%
2	CDBG-CV Admin CAA							
	FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
	Homeless Prevention - Public Services							
3	Eviction Prevention							
	FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4	Foreclosure Prevention							
	FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5	Water Shut-off Protection							
	FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
	Parks & Recreation							
6	Boos Center - HVAC	319,425	97,207	-	129,111	226,317	93,108	70.9%
7	Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%

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: May 23, 2023

SUBJECT: Receipt of Acknowledgement Letter from Michigan Liquor Control Commission

Recommendation:

Receipt of Acknowledgement Letter from Michigan Liquor Control Commission for transfer application from Murphy's Bistro Co.

The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion or the application or advice of any local non-compliance issues.

Chief Hitt has reviewed the document and has no concerns at this time.

Tuesday, May 09, 2023

Justin Tobin
c/o Murphy's Bistro Co.
tobin1jm@gmail.com

RID # RQ-2304-04347 **Reference/Transaction:** Conditional License; Transfer Ownership Escrowed 2023 Class C & SDM License With Sunday Sales Permit (PM) And Outdoor Service (1 Area) From Tracy Corporation; Transfer Location From 300 Homewild Ave To 145 W. Michigan Ave, Jackson; Cancel Existing Outdoor Service (1 Area); New Outdoor Service Area; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) For The SDM License - Mixed Spirit Drink; New Entertainment Permit.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Murphy's Bistro Co.

Business address and phone number: 145 W Michigan Ave, Jackson, MI 49201-1303

Home address and phone number of partner(s)/subordinates:
Justin Tobin; 3167 Rockingham Way Rd., Jackson, MI 49203; C: 517-960-5535

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

ZS

cc: Tracy Corporation - harmenywhite61@gmail.com
Jackson City - amuray@cityofjackson.org

CITY COUNCIL MEETING MINUTES
May 9, 2023

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

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

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt. Director of Community Development Shane LaPorte, Director of Finance Heather Ehnis, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

6.1 FY 2023-2024 Proposed Budget

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to open the public hearing on the City's fiscal year 2023/24 proposed budget. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

John Wilson, John King, Peter Bormuth, and Maurice Imhoff spoke during the public hearing.

Motion was made by Councilmember Gunn, seconded by Councilmember Bunnell to close the public hearing. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, 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:

8.1 Environmental Commission Minutes for 3/15/23

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept and place on file the Environmental Commission minutes for March 15, 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

9.1 Minutes of the Regular Meeting on April 25, 2023
Approve the minutes of the regular meeting of the Jackson City Council on April 25, 2023.

9.2 Minutes of the Special Meeting on May 2, 2023
Approve the minutes of the special meeting of the Jackson City Council on May 2, 2023

9.3 Reappointment to the Environmental Commission

Approve the Mayor's recommendation to reappoint Kelli Kazmier to the Environmental Commission for a term of 3 years, beginning May 30, 2023 and ending on May 29, 2026.

9.4 Special Event Application for the Jackson Civil War Muster

Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 26 & 27, 2023, in/around the Sparks Foundation ("Cascades") Park.

9.5 Special Event Application for the Jackson High School Graduation Ceremony

Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 26, 2023 and use road closures on Wildwood Avenue near Jackson High School.

9.6 Special Event Application for the Encounter Church Go Skate Day

Approve a request from the Encounter Church to host their Go Skate Day June 21, 2023 at Nixon Skate Park in the City of Jackson.

9.7 Special Event Application for the annual Cascades 4th of July Fireworks celebration

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Monday, July 3, 2023 at the Sparks Foundation County Park.

9.8 Special Event Application for the annual Cascades Labor Day Fireworks celebration

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, September 2, 2023, at the Sparks Foundation County Park.

9.9 Special Event Application: Jackson County Office of the Sheriff Open House

Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 4, 2023, in their garage and parking area at 212 W. Wesley St. in Jackson.

9.10 Special Event Application for the annual Cascades Memorial Day Fireworks celebration

Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 27, 2023 at the Sparks Foundation County Park.

9.11 Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events

Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 27, June 10, July 8, and August 12 in Elnora Moorman Plaza and on Milwaukee Street in Jackson.

9.12 Special Event Application: Around the Park for Autism

Approve a request from the Jackson Autism Support Network to host "Around the Park for Autism" on May 13, 2023, in and around Sparks Foundation Park.

9.13 Special Event Application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony

Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 29, 2023, on the streets of downtown Jackson.

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

OTHER BUSINESS:

10.1 Final Report – Winter Sheltering of the Unhoused

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to accept the final report for winter sheltering of the unhoused. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

11.1 Dodge Durango Purchase for Police Department

Recommendation: *Approve the purchase of a Dodge Durango through the John Jones Automotive Group for $45,925 for use as a patrol vehicle.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the purchase of a Dodge Durango for $45,925 for use as a patrol vehicle. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: Councilmember Forgrave (1). Motion carried.

11.2 City of Jackson's Right of First Refusal

Recommendation: *Approve a resolution to decline exercising the City of Jackson's right of first refusal under PA 123 of 1999, for 35 properties identified in Exhibit A of the attached resolution.*

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to approve the City of Jackson's Right of First Refusal. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.3 Change Order 2 to the Martin Luther King Equality Trail Lighting Contract with Cochran Electric Company.

Recommendation: *Approve Change Order 2 to the Martin Luther King Equality Trail Lighting Improvements contract with Cochran Electric Company in the increased amount of $5,513.18, to compensate for extra work for an electrical service relocation and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Bunnell to approve Change Order 2 to the Martin Luther King Equality Trail Lighting Contract with Cochran Electric Company in the amount of $5,513.18. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.4 Change to the Standard Lighting Contract for Streetlights with Consumers Energy.

Recommendation: *Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight across from 1308 Williams Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve the resolution for changes to the standard lighting contract with Consumers Energy for one new streetlight across from 1308 Williams Street and authorize the Mayor and City clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.5 Amendment 1 to the 23-002 Major Street Engineering Contract.

Recommendation: *Approval of Amendment 1 to the 23-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of $80,700.00, and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve Amendment 1 to the 23-002 Major Street Engineering Contract. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.6 Resolution for Approval of a Contract with the Michigan Department of Transportation.

Recommendation: *Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for safety improvements at trail crossings on several streets, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve a resolution for approval of a contract with the Michigan Department of Transportation. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.7 2023-2024 CDBG / HOME Annual Action Plan Submission

Recommendation: *Approve submission of the 2023-2024 CDBG / HOME Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the 2023-2024 CDBG/HOME Annual Action Plan Submission. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.8 Sale of City owned property - 404 Homewild Avenue

Recommendation: *Approve the sale of City owned property located at 404 Homewild Ave, to Everhomes Investments, LP for $8,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the sale of City owned property located at 404 Homewild for $8,000 to Everhomes Investments. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.9 Sale of City owned property - 1034 Williams Street
Recommendation: *Approve the sale of City owned property located at 1034 Williams Street to Dandrielle Williams for $7,000. Authorize the City Manager to sign all sale 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 1034 Williams Street for $7,000 to Dandrielle Williams. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.10 Reallocation of Program Income to CDBG Administration.
Recommendation*: Approve the resolution to amend the CDBG budgets for fiscal years 2021/2022 and 2022/2023 to budget excess program income received in fiscal year 2021/2022 to the fiscal year 2022/2023 General and Rehabilitation Administration Activities.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the reallocation of program income to CDBG administration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.11 Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract.
Recommendation: *Award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping Inc. of Clarklake, Michigan in the amount of $120,953.90.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to award the Ella Sharp Park Miniature Golf Course Fountain Upgrade Project Contract to Wilcox Lawn and Landscaping of Clarklake, Michigan in the amount of $120,953.90. 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 Dancy, Gunn, Schlecte, Bunnell, and Forgrave all offered comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Schlecte, seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:14 p.m.

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: Daniel Mahoney – Mayor

FROM: Kesha Hamilton – Chair Racial Equity Commission,

DATE: Tuesday, May 2, 2023

SUBJECT: Racial Equity Commission (REC)

RESIGNATION:

Approve the Mayor's recommendation to accept the resignation of Heather Truman from the Racial Equity Commission, beginning immediately.

In accordance with City Code, Chapter 15, Section 15-33. The Racial Equity Commission shall consist of nine (9) members nominated by the mayor from a list submitted by the human relations commission and approved by city council, five (5) of which shall be residents of the city.

Please accept Heather Truman's resignation from the Racial Equity Commission effective immediately.

DM/jlw

Heather Truman
1216 Burr St
Jackson, MI 49201
517-358-8811
heaster02@yahoo.com

Date: Wednesday, February 1, 2023

Racial Equity Commission, Commissioners and Board Members
Jackson City Hall
161 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4167
jwillis@cityofjackson.org

Dear Commissioners and members,

I am writing this letter to inform you of my decision to resign as a Board Commissioner of the City of Jackson's Racial Equity Commission, effective immediately.

While serving as a member of the board, I have seen much growth in the board's development and community outreach. I am truly satisfied with the progress that has been made thus far. The resource page is abundant in wonderful recommendations. However, the amount of time that this board deserves is beyond what I can contribute at this time due to my work and home life obligations. I believe it would be beneficial to the board if I were to step down. In doing so, the board will be able to obtain a member that is more able to contribute consistently.

It has been with great pleasure to be alongside you all. I will always appreciate the experience and knowledge I gained during my time serving. I plan to lend my assistance, whenever possible, by assisting the members of the commission via sub-committee and volunteer opportunities in the future.

Thank you for giving me the opportunity to be part of such a strong and dedicated board. I look forward to hearing of the continued success of the Racial Equity Commission.

Sincerely,

Heather Truman

CITY OF JACKSON
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Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: May 23, 2023

SUBJECT: Appointments to the Historic District Commission

RECOMMENDATION:

> **Approve the Mayor's recommendation to appoint David Hammontree, Maurice Imhoff and Anna Hand to the Historic District Commission for a term of three years beginning immediately and ending on December 31, 2026.**

In accordance City Code, Sec. 13-5, MCL 399.204, the Mayor appoints, subject to City Council confirmation, seven City residents for three-year terms. Mayor shall consult with Chair of the Historic District Commission and appoint at least two members from a list of citizens submitted by a duly organized and existing local historical and/or preservation society(s) and, if available, one architect or a graduate of an accredited school of architecture who has two years of architecture experience or who is an architect registered in this state.

It is my desire, therefore, to appoint David Hammontree, Maurice Imhoff and Anna Hand to the Historic District Commission for a three-year term, beginning immediately and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, April 25, 2023 5:46 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	David
Last Name	Hammontree
Address	812 S. Durand
City	Jackson
State	MI
Zip	49203
Phone Number	219-246-7582
Email	drhjxn@gmail.com
Last four digits of Social Security Number	
Occupation	Associate Professor at Oakland University
Describe your community involvement.	City of Jackson Racial Equity Commission - Vice Chair City of Jackson Elections Commission - Member County of Jackson Jury Board - Member Liberal Arts Network for Development - Steering Committee
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	13 years
Which board or commission are you interested in? You may choose more than one.	Historic District Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I wish to explore service opportunity that may best utilize my strengths. One of which is an appreciation of the living history of the City of Jackson and its communities. I am grateful to live in such a place where its history is available for to learn and take lessons from. Maintaining ties to preserve those tangible links to the past while planning for the City's future makes Historic preservation essential. I am a strong and inquisitive generalist with a desire to learn. My multi-disciplinary background that gives me range to research and analyze situations and environments with the goal of developing action plans addressing complex problems. I have taught, worked, administrated, and served in public, private, nonprofit, and for-profit institutions, and organizations.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and

served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission

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

Digital Signature	DR Hammontree
Date of Submission	04/25/23

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, January 5, 2023 3:53 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Maurice
Last Name	Imhoff
Address	705 S West Ave
City	Jackson
State	Michigan
Zip	49203
Phone Number	5177401168
Email	Imhoff.maurice@gmail.com
Last four digits of Social Security Number	
Occupation	Student
Describe your community involvement.	President, Jackson Civil War Muster Advisory Board Member Salvation Army Jackson, MI Secretary, The Gospel Army Black History Group Back to School Bash Committee Jackson Young Professionals People for Parks and Trails USDA Farmers to Families Food Box Distribution Michigan Historical Center Jackson County Disaster Assistance Response Team
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards	Yes

and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	2019
Which board or commission are you interested in? You may choose more than one.	Community Police Oversight Commission, Historic District Commission , Human Relations Commission , Jackson District Library Board of Trustees
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	The last few months have shown me that our community believes in perseverance and moving forward. The outpouring of support and encouragement to continue working in our community has been overwhelming. I plan to continue working hard and be the voice our community needs.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall

contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission

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

Digital Signature	Maurice Imhoff
Date of Submission	01/05/2023

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, April 26, 2023 7:51 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Anna
Last Name	Hand
Address	1214 Merriman St
City	Jackson
State	MI
Zip	49203
Phone Number	517-867-1356
Email	Anna.hand22@gmail.com
Last four digits of Social Security Number	
Occupation	Warranty Technical Support with CertainTeed/Saint Gobain
Describe your community involvement.	I come from a family that has been involved with their township (Blackman). I have no community involvement at this time, as this would be my first time inquiring/applying. I do serve in my local Jackson based church by helping with children, elderly assistance etc.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	3 years in the city limits, grew up in Blackman Twp.
Which board or commission are you interested in? You may choose more than one.	Historic District Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	My father is a trustee(Blackman Twp), my late grandfather was commissioner for years, as well as my aunt. (Gumbert). I desire to become involved in the community and would love to be apart of the Historic division to start.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

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

(Section Break)

Final Submission

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

Digital Signature	Anna Hand
Date of Submission	4/26/2023

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: May 23, 2023

SUBJECT: Appointment to Jackson Public Arts Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Grant Bauman to the Jackson Public Arts Commission for a term of three years, beginning immediately and ending on May 28, 2026.

Created under Ordinance No. 2015.13, adopted on April 28, 2015, City Code, Chapter 2, Article II, Division 9, Sec. 2-351 – Sec. 2-361. Five (5) members nominated by the Mayor and approved by City Council, who shall be residents of the City. Commissioners will serve 3-year terms. Members shall have experience and/or an interest in the placement, creation, or designation of public art. Up to three (3) appointed ex-officio members, and the City Manager or his/her designee, one City Councilmember, and one appointed representative of Ella Sharp Museum of Art and History. Ex-officio members will be appointed to 3-year terms.

I am, therefore, recommending the appointment of Grant Bauman to the Jackson Public Arts Commission for a three year term, beginning immediately and ending on May 28, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, May 3, 2023 3:44 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Grant
Last Name	Bauman
Address	1105 Norfolk Street
City	Jackson
State	MI
Zip	49202
Phone Number	(517) 416-1948
Email	grantbauman@mac.com
Last four digits of Social Security Number	
Occupation	Currently Unemployed
Describe your community involvement.	Past chair/member/staff of the Historic District Commission, past member of the Arts and Cultural Alliance of Jackson County, former staff for the Cory Planning Commission, past member of the Michigan Shakespeare Festival, and past member of the ARC (Arts, Recreation, and Culture) Strand of Jackson 2020
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	December 2001
Which board or commission are you interested in? You may choose more than one.	Public Arts Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	Art is important to the public/civic life of the City and I want to contribute to continuing efforts of the municipality in this ongoing effort.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

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

(Section Break)

Final Submission

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

Digital Signature	Grant E. Bauman
Date of Submission	May 2, 2023

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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: May 23, 2023

SUBJECT: Special Event Application for the Zero Bar & Lounge Mobile Unit Ribbon Cutting

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Recommendation:

Approve a request from the Zero Bar & Lounge to host their Mobile Unit Ribbon Cutting on May 25, 2023 in Horace Blackman Park.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Zero Bar & Lounge Mobile Unit Ribbon Cutting.

I recommend approval of the special event application for the Zero Bar & Lounge Mobile Unit Ribbon Cutting. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Zero Bar & Lounge to host their Ribbon Cutting May 25, 2023 at Horace Blackman Park in the City of Jackson.

SUMMARY: A small gathering for Zero Bar & Lounge to have a ribbon cutting ceremony of their new mobile unit

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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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved for Hold Harmless Agreement

ATTACHMENTS: Special Event Application: Zero Bar & Lounge Mobile Unit Ribbon Cutting

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Zero Bar & Lounge, LLC		
Address: 748 Pemberton Ln Jackson 49203		Phone: (517) 9603428
Tax ID#: 88-3795338	Website: zerobarandlounge.com	
Contact Name: Josnelly Aponte	Phone: (517)9603428	Email: zerobarandlounge@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: Same as above		Phone: ( )

Event Information

Event Name: Mobile unit ribbon cutting w/Jackson Chamber of Comm

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Thursday May 25, 2023	Noon	1:00 PM	2:00 PM	3:00 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? 20-25 people

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

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Ribbon cutting

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

☐TRUE 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.

Ribbon cutting of Zero Bar & Lounge Mobile unit, The JAMSY.

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

Street Name: n/a Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site. NONE

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

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

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

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

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

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

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

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

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

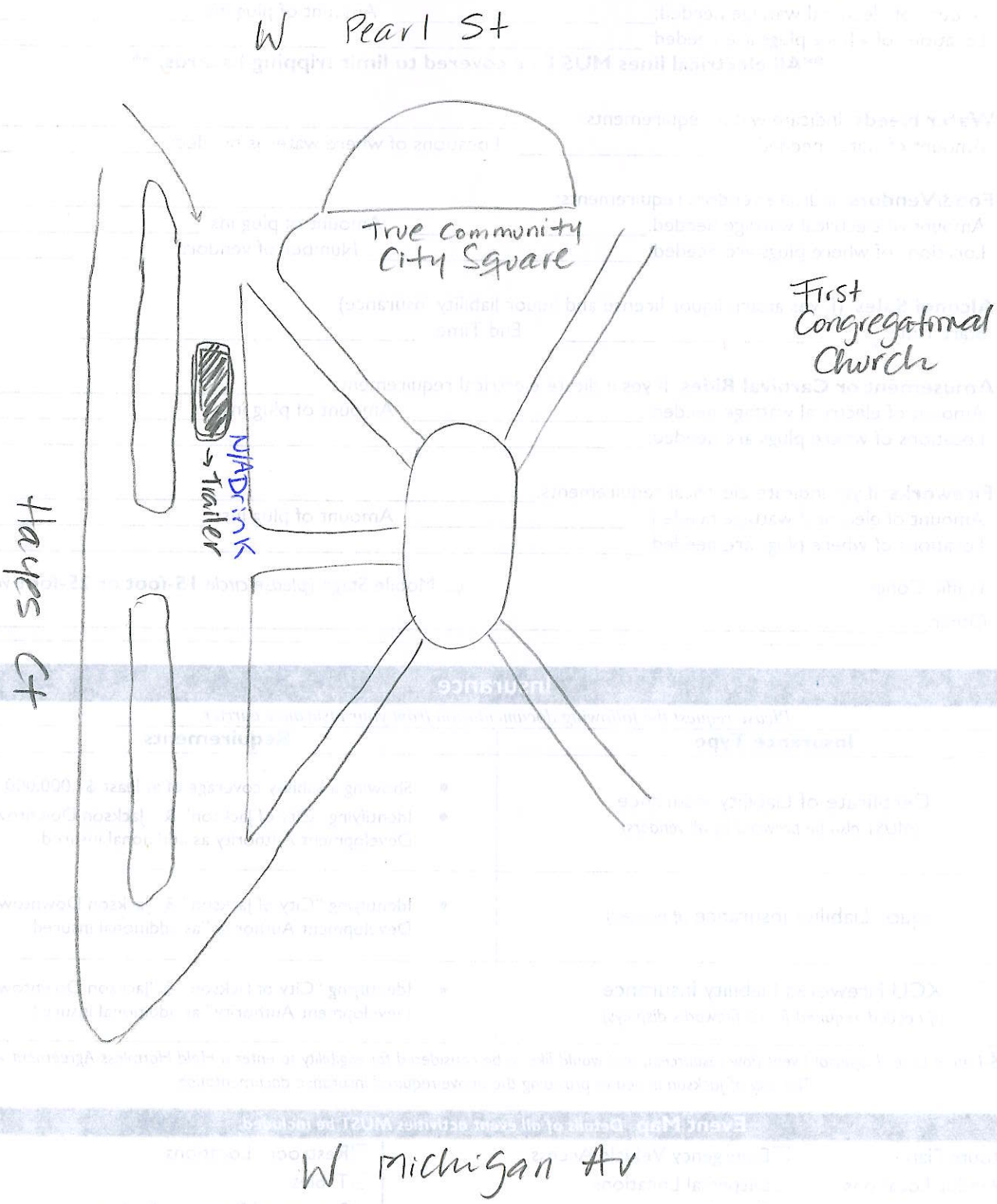
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will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

Signature: _____

Date: 04-28-2023

Office Use ONLY
Application Received:
Date:
Time: A.E.
By: 4/28
Application Fee Received: yS

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 aecon@cityofjackson.org (517) 768-6411
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


W Pearl St
True Community City Square
First Congregational Church
N/A Drink
Trailer
Hayes St
W Michigan Av

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: May 23, 2023

SUBJECT: Special Event Application for the Jackson Interfaith Shelter Summer Event

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Recommendation:

Approve a request from the Jackson Interfaith Shelter to host their Summer Event on August 5, 2023 on the streets of Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Jackson Interfaith Shelter Summer Event.

I recommend approval of the Jackson Interfaith Shelter Summer Event. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Jackson Interfaith Shelter to host their Summer Event on August 5, 2023 on the streets of Jackson.

.SUMMARY: A celebration of the community, its people, and the transformative experience that takes place at the Interfaith Shelter. Everyone is welcome at this free event!

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

CONDITIONS & CONSIDERATIONS

Road closures

INSURANCE STATUS

Current and on-file with the Downtown Development Authority and the office of the City Attorney

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ATTACHMENTS: Special Event Application: Jackson Interfaith Shelter Summer Event

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 N/A
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable) N/A
- ☐ Carnival Ride Permit (*if applicable*) N/A
- ☐ Insurance documentation for all vendors (if applicable) N/A

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson Interfaith Shelter		
Address: 414 S. Blackstone St. Jackson MI 49201	Phone: (517) 789-8735	
Tax ID#: 38-2117378	Website: www.interfaithshelter.com	
Contact Name: Bekah Zraik	Phone: 5177898735 x8	Email: Bekah@interfaithshelter.com
Contact Name: Steve Castle	Phone: 5177898735 x9	Email: steve@interfaithshelter.com
Contact Name During Event: Bekah Zraik	Phone: (810) 348-4896	

Event Information

Event Name: Jackson Interfaith Shelter ~~Bbq~~ Summer Event

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
8/5/2023	8:00 AM	11:00 AM	3:00 PM	3:00 PM

Has this event occurred before? ☑ Yes, (if yes, how many previous years? 2 ☐ No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 500

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

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

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

☐ Horace Blackman Park

☐ Bucky Harris Park

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

☐ GrandRiver Farmers Market Pavilion

☐ CP Federal City Square (Stage)

☐ MLK Equality Trail

☑ Other Location: Jackson Interfaith Shelter parking lot

☑ Streets: Franklin St. from Blackstone to the first alley after our parking lot

☐ 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.

See attached.

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

Street Name: Franklin St. Cross Streets Blackstone alley – See Map

Closure Start Date: 8/5/2023 Time: 9:00AM Closure End Date: 8/5/2023 Time: 3:00PM

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: through Interfaith Kitchen
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: Rebekah Myers

Date: 3/20/23

Office Use ONLY	
Application Received:	
Date:	
Time:	AS 3/22
By:	
Application Fee Received:	yes

Application Requirements

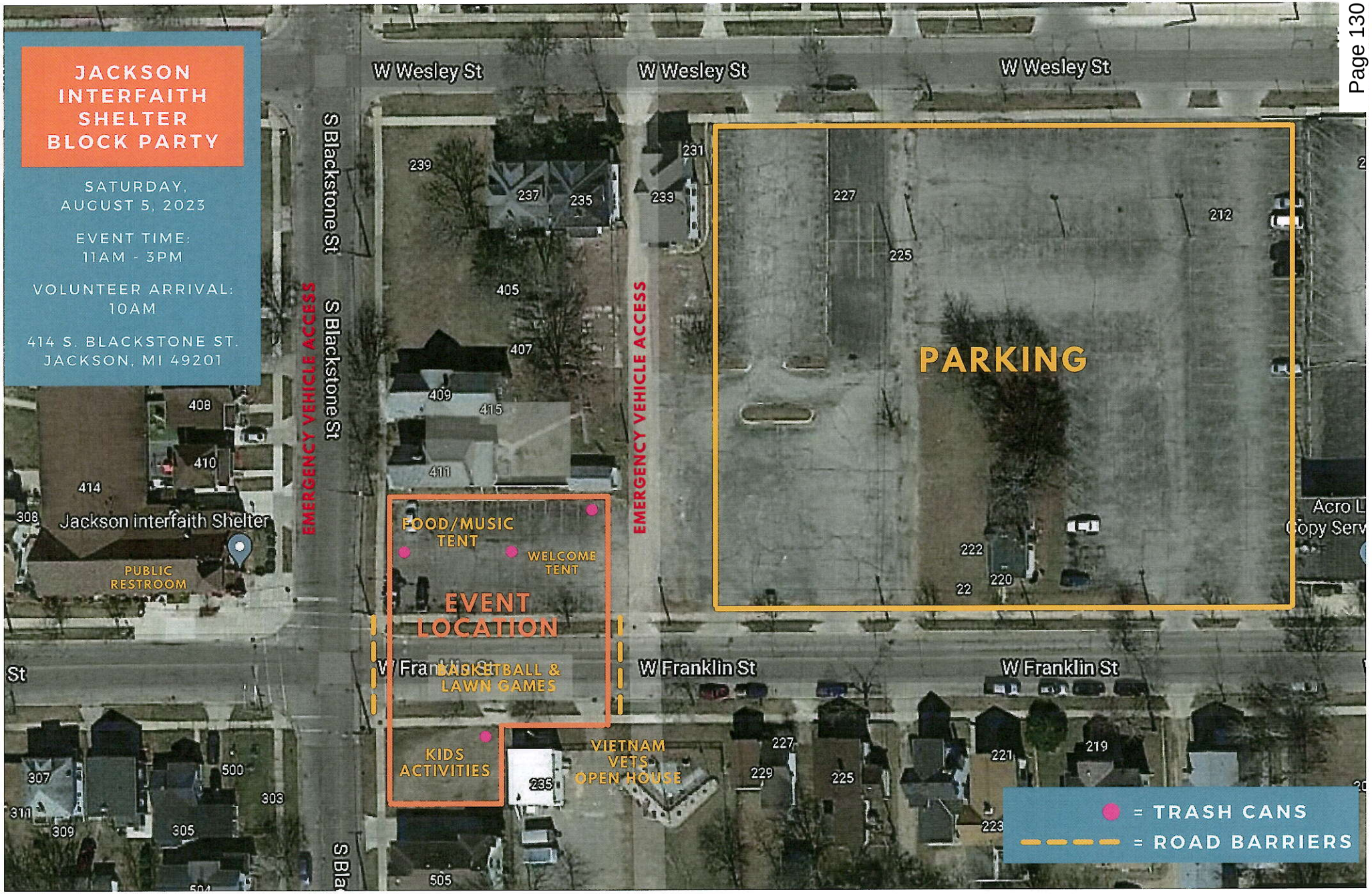
Application MUST be submitted 60 days PRIOR to event
*****NO EXCEPTIONS*****

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


JACKSON INTERFAITH SHELTER BLOCK PARTY
SATURDAY, AUGUST 5, 2023
EVENT TIME: 11AM - 3PM
VOLUNTEER ARRIVAL: 10AM
414 S. BLACKSTONE ST. JACKSON, MI 49201
W Wesley St
W Wesley St
W Wesley St
S Blackstone St
S Blackstone St
EMERGENCY VEHICLE ACCESS
EMERGENCY VEHICLE ACCESS
PARKING
Jackson interfaith Shelter
PUBLIC RESTROOM
FOOD/MUSIC TENT
WELCOME TENT
EVENT LOCATION
BASKETBALL & LAWN GAMES
KIDS ACTIVITIES
VIETNAM VETS OPEN HOUSE
W Franklin St
W Franklin St
W Franklin St
= TRASH CANS
= ROAD BARRIERS

Event Description:

The Jackson Interfaith Shelter is hosting its third-annual Block Party on Saturday, August 5 from 11am – 3pm, as a way to celebrate this community, its people and the transformative experience that takes place at the shelter. This free event includes lunch, live music, lawn games, inflatables, and other family fun. Everyone is invited – we hope you'll join us!

Street Barricade Information:

- We would be happy to pick up/drop off the barricades and place them ourselves, like was done last year.
- The requested barrier location is on Franklin St., from Blackstone St. to the alley at the end of our parking lot. However, the last two years the barricade was extended down to Jackson St. If that was allowed again this year, it would be helpful in increasing safety for the hundreds of families who will be attending this event.
- Jackson Police Department is on board to once again to be present with police vehicles, converse with the community, partake in the lawn games, etc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

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

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

PRODUCER	CONTACT NAME: Patti Warring	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: patti@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Ins. Co.	15350
INSURED Jackson Inter Faith Shelter Inc. 414 S. Blackstone Jackson MI 49201	INSURER B : Service American Indemnity Co.	39152
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20230322153148017 **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:	Y	N	A699472	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	A699472	01/01/2023	01/01/2024	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 $	N	N	A699472	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	SATIS0381002	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

City of Jackson included as Additional Insured

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

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

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

PRODUCER	CONTACT NAME: Patti Warring	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: patti@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Ins. Co.	15350
INSURED Jackson Inter Faith Shelter Inc. 414 S. Blackstone Jackson MI 49201	INSURER B : Service American Indemnity Co.	39152
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20230322153148313 **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:	Y	N	A699472	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	A699472	01/01/2023	01/01/2024	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 $	N	N	A699472	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	SATIS0381002	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Jackson Downtown Development Authority included as Additional Insured.

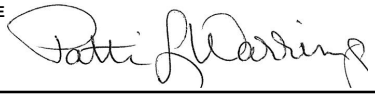
CERTIFICATE HOLDER

Jackson Downtown Development Authority
161 W Michigan
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: Special Event Application for the Jackson County Rose Parade

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Recommendation:

Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 4, 2023 in Horace Blackman Park and on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Jackson County Rose Parade.

I recommend approval of the Jackson County Rose Parade. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 4, 2023 in Horace Blackman Park and on the streets of downtown Jackson.

SUMMARY: A Jackson tradition, with a new location in downtown Jackson.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$500.00
Public Works	X		$2,400.00
		TOTAL	***$2,900.00***

CONDITIONS & CONSIDERATIONS

Road Closures, electricity, no parking barricades, police assistance

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

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ATTACHMENTS: Special Event Application: Jackson County Rose Parade

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson County Rose Festival		
Address: PO Box 504 Jackson MI 49204		Phone: (517) 474-0093
Tax ID#:	Website:	
Contact Name: Jim Francis	Phone: 517-474-0093	Email: Jamesfrancas3666@yahoo.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jim Francis		Phone: (517) 474-0093

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
June 4, 2023	10:00 am	1:00 pm	3:00 p.m.	5:00 p.m.

Has this event occurred before? ☐Yes, (if yes, how many previous years? 64 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 2,500

Type of Event (please check all that apply)

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

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

☒Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Side Streets between Cortland and Michigan Ave

☒Streets: Blackstone and Jackson Street

☐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.

Food trucks in Blackman Park with no power needed, Potentially on Blackston & Jackson.

Additional Port o Potty's in Blackman Park

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

Street Name:	Cortland	Cross Streets	1st to Mechanic				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	4 pm
Street Name:	Michigan	Cross Streets	1st to Mechanic				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	4 pm
Street Name:	Mechanic	Cross Streets	Michigan to Cortland				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	
Street Name:	Jackson	Cross Streets	Michigan to Cortland				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	4 pm
Street Name:	Blackstone	Cross Streets	Michigan to Cortland				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	4 pm
Street Name:	1st	Cross Streets	Michigan to Cortland				
Closure Start Date:	6/4	Time:	9am	Closure End Date:	6/4	Time:	4 pm

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. N/A

☐ **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: none
Amount of electrical wattage needed: none Amount of plug ins: none
Locations of where plugs are needed: none Number of vendors: up to 7

☐ **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: Would like vehicles to block at "X's" on map

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

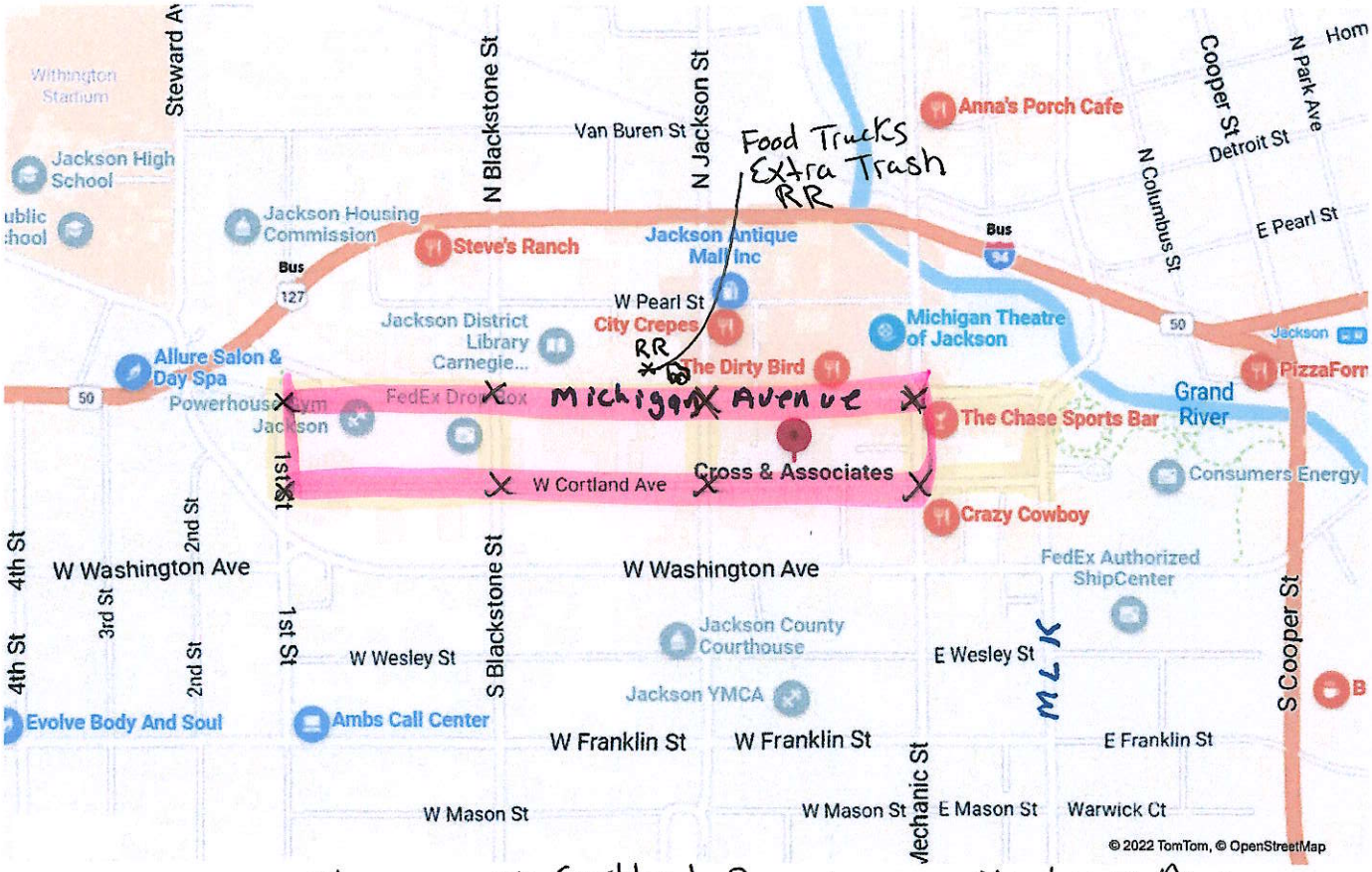
Date: 3/6/23

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

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

bing maps

Cross & Associates
Address: 146 W Cortland Ave, Jackson, Mi 49201
Phone: +1 517-787-0300
Hours
Monday - Friday 9:00 AM - 5:00 PM



Staging on Cortland Parade on Michigan Ave

Close Cortland from 1st Street to ~~MLK~~ Mechanic

Close Michigan Ave from 1st Street to ~~MLK~~ Mechanic

Close Mechanic Street from Michigan Ave to Cortland

Close ~~MLK~~ Mechanic from Michigan Ave to Cortland

Close Jackson Street from Michigan Ave to Cortland

Close Blackstone from Michigan Ave to Cortland

Close 1st Street from Michigan Ave to Cortland

X = Blockades to Block Streets

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2023

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 Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Pamela Bacon PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com
INSURED Jackson County Rose Festival, Inc. 218 Westlawn Parma MI 49269	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: West Bend Mutual Ins. Co. — 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2321026050 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		B048752	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City of Jackson & Jackson Downtown Development Authority are additional insured for Event Date 6-4-23

CERTIFICATE HOLDER

ebullock@cityofjackson.org

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela Bacon/PBACO

Pamela Bacon

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CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: Special Event Application for the Pride Family Picnic

---

Recommendation:

Approve a request from the Jackson Pride Center to host the Pride Family Picnic on June 25, 2023 in Horace Blackman Park.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Pride Family Picnic.

I recommend approval of the Pride Family Picnic. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Jackson Pride Center to host the Pride Family Picnic on June 25, 2023 in Horace Blackman Park.

.SUMMARY: A family-friendly gathering with games and a DJ.

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

Electricity

INSURANCE STATUS

Approved, pending receipt of the proper certificate of insurance

---

ATTACHMENTS: Special Event Application: Pride Family Picnic

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson Pride Center		
Address: 536 N. Jackson St, PO Box 4086		Phone: (517) 740-2629
Tax ID#: 82-4250359	Website: https://jacksonpridecenter.org	
Contact Name: Sharon Pedersen	Phone: 517-740-2629	Email: ~~xxxx~~ info@jacksonpridecenter.org
Contact Name:	Phone:	Email:
Contact Name During Event: Sharon Pedersen		Phone: (517) 740-2629

Event Information

Event Name: Jackson Pride Family Picnic

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
6-25-23	10:30 a.m.	12:00 pm	3pm	5pm

Has this event occurred before? ☑Yes, (if yes, how many previous years? 1 ☐No

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

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

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

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

☒TRUE 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.

Music (DJ or Boom box); hot dogs and inexpensive snacks/ nonalcoholic beverages; children's activities such as bounce-house and face-painting.

(None)

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: 3-4
Locations of where plugs are needed: Food Trucks
****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
Awaiting Requested COI Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: Meg Pig

Date: 3/20/2025

Office Use ONLY
Application Received:
Date:
Time: A-E
By: 3/27
Application Fee Received: yes

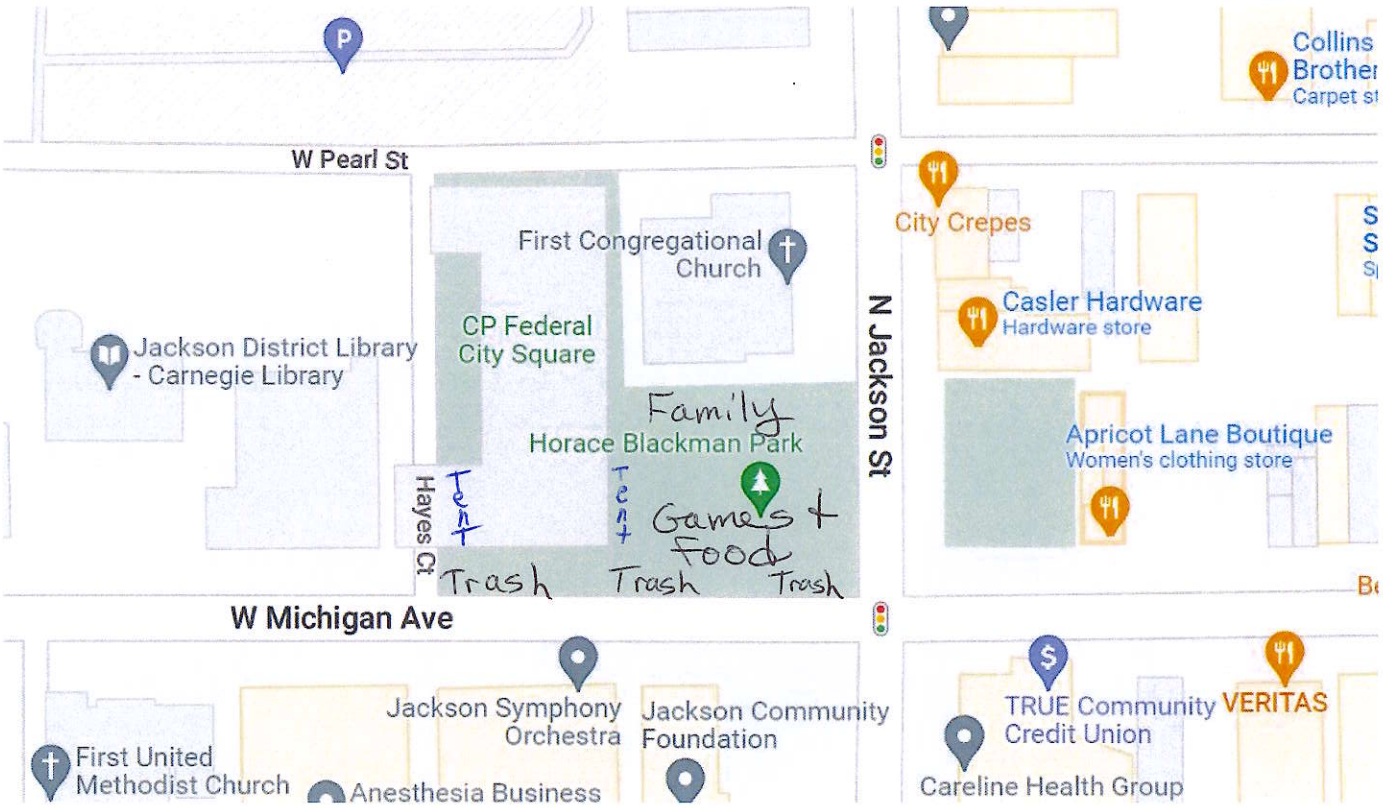
Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
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

Please print two

From: Regina Pinney (regina@nonprofnetwork.org)

To: sspedersen@sbcglobal.net

Date: Monday, March 20, 2023 at 03:05 PM EDT



Regina Pinney
Executive Director
Nonprofit Network
Link to my Calendar
(Office) 517-796-4750
(Mobile) 517-262-3950
www.nonprofnetwork.org

nonprofitnetwork

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: May 23, 2023

SUBJECT: Special Event Application: Juneteenth

Recommendation:

Approve a request from the Jackson College Department of Multicultural Affairs to host their Juneteenth event on June 17, 2023 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Juneteenth celebration.

I recommend approval of the special event application for the Juneteenth Celebration. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Jackson College Department of Multicultural Affairs to host their Juneteenth event on June 17, 2023 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

SUMMARY: Community event celebrating the freedom for African Americans from Slavery in the United States. An event for all races celebrating all minority groups, this festival will feature vendors entertainment, and other community outreach activities.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$470.00
Public Works	X		$1,200.00
		TOTAL	***$1,670.00***

CONDITIONS & CONSIDERATIONS

Road closures, trash cans, picnic tables, City stage on wheels (25')

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

ATTACHMENTS: Special Event Application: Juneteenth

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

☐ $50 Application Fee

☐ $25 Late/Rush Fee

☐ Insurance documentation for sponsoring organization

Event Map –*Please indicate the location of all items* (if applicable)

☐ Liquor License & Liquor Liability Insurance (if applicable)

☐ Carnival Ride Permit (*if applicable*)

☐ Insurance documentation for all vendors ☐

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson College Multicultural Affairs		
Address: 2111 Emmons Rd. Jackson, Mi 49201	Phone: (517-796-8470)	
Tax ID#: 38-1795704	Website: www.jccmi.edu/multicultural-affairs	
Contact Name: Kelly Crum	Phone: (51)7 937-0455	Email: CrumKellyA@jccmi.edu
Contact Name: Mykayla Giles	Phone: (517)-918-0154	Email: gilesmykayla@jccmi.edu

Contact Name During Event: Kelly Crum	Phone: (517) 937-0455

Event Information				
Event Name: Juneteenth				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
06/17/2023	8:00a	2:00p	9:30p	9:30p

Has this event occurred before? X Yes, (if yes, how many previous years? 3 (At this location)_____ ☐No

Do you expect this event to occur again next year? _Yes What is the expected attendance for this event? _3,000___

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

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

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

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

X 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.

Juneteenth is a celebration of freedom for African Americans from Slavery in the United States. This event is for all races and celebrates all minority groups. There will be vendors, entertainment, and job/ health fairs for the community to enjoy.

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

Street Name: Michigan Ave_____ Cross Streets _North Jackson, Blackstone_____
Closure Start Date: 06/17/2023 Time:_8:00a_____ Closure End Date:__06/17/2023_____ Time:_10:00pm_____

Street Name: Hayes Ct_____ Cross Streets _Pearl St_____

Closure Start Date:_06/17/2023____ Time:_8:00a___ Closure End Date:_06/17/2023_____ Time:10:00p_____

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.

X **Electrical Power:** Indicate electrical requirements:__Food Truck Plug Ins/Parks cut dusk to dawm timers/TRUE Stage_____
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. ****

X **Water Needs**: Indicate water requirements:_____Blackman Park Entrance near Hayes & Corner of S. Jackson_____
Amount of water needed:_____ Locations of where water is needed: _____

X **Food/Vendors**: Indicate vendors requirements:_____In Ground Plug Ins where needed_____
Amount of electrical wattage needed:_____ Amount of plug ins: ___5-10_____
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: _____

XTraffic Cones X 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	X Restroom Locations
XVendor Locations	☐Dispersal Locations	X Tables
☐Tent Locations	XTrash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	XRequested Street Closures	X 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: Kelly A Crum

Date: 08/24/2022

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, 5 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

JACKSON DDA
Downtown Development Authority

161 W. Michigan Avenue Jackson, MI 49201 – (517) 768-6410 – cmays@cityofjackson.org

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

- *8 feet social distance requirements for vendors and guests*
- *Sanitizer at each vendor station and gloves will be provided*
- *Masks recommended and provided*
- *Each vendor will be required to bring their own cleaning supplies*

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Jackson College will have a team of two individuals who will make up the chain of command for sick employees. These individuals will ensure that there are referrals and contacts for resources for sick attendees at the event. The designated point of contact will be Kelly Crum who will also be in possession of the referrals/resources and protocol for sick attendees. Sick attendees will be referred and follow up contact will be made post-event.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

All those volunteering to help with this event will be prepped ahead of the event on the guidelines and how to practically enforce them. Copies of those guidelines will also be available on site.

JUNETEENTH CELEBRATION

Street closures sent to DDA

Pearl Street

Hayes Ct. closure at corner of Pearl St. and Hayes Ct.

N. Jackson St. closure at corner of Pearl St. & N. Jackson St

Blackstone Street

Hayes Ct.

N. Jackson Street

N. Jackson St. closure at corner of Michigan Ave. & N. Jackson St.

Michigan Ave.

Michigan Ave.

Michigan Ave.

Michigan Ave. closure at corner of Michigan Ave. & N. Jackson St.

Michigan Ave. closure at corner of Michigan Ave. & Blackstone St.

Blackstone Street

N. Jackson Street

Cortland Street

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2023

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** CL227624985 **REVISION NUMBER:**

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

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

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

City of Jackson, Downtown Development Authority and CMS Energy are included as additional insureds as respects to general liability of the named insured in regards to the Juneteenth 2023 event.

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

Eric Walton/KCORD

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CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: Special Event Application: Taste of Jackson

Recommendation:

Approve a request from The Black Enterprise-Chamber of Commerce to host their Taste of Jackson on July 15, 2023, in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson..

Attached is a memo and supporting paperwork from Coyn Speiser regarding the Special Event Application for the Taste of Jackson.

I recommend approval of the special event application for the Taste of Jackson. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Coyn Speiser, Executive Director, DDA

DATE: May 23, 2023

RECOMMENDATION: Approve a request from the Black Enterprise-Chamber of Commerce to host their Taste of Jackson event on July 15, 2023 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

SUMMARY: Community event where people can come and taste all the wonderful food that Jackson has to offer. Food trucks, vendors and music.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$500.00
		TOTAL	***$500.00***

CONDITIONS & CONSIDERATIONS

Road closures, trash cans, picnic tables, electricity

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

ATTACHMENTS: Special Event Application: Taste of Jackson

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: The Black Enterprise-Chamber of Commerce		
Address:		Phone: (517) 914-2150
Tax ID#:	Website: Facebook.com/theblackenterprise	
Contact Name: Semaj Mahoney	Phone: 517-914-2150	Email: theblackenterprisejackson@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: Semaj Mahoney		Phone: (517) 914-2150

Event Information

Event Name: Taste of Jackson

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
7-15-23	8am	12 PM	5PM	5:10 PM

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 100-300

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

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

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

☑Horace Blackman Park

☐GrandRiver Farmers Market Pavilion

☐Bucky Harris Park

☐CP Federal City Square (Stage)

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

☐MLK Equality Trail

☑Other Location: Ally by Horace Blackman Park

☐ 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.

See attached flyer

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

Street Name: Michigan Ave Cross Streets Jackson to Hayes Court

Closure Start Date: 7/15/23 Time: 8am Closure End Date: 7/15/23 Time: 6pm

Street Name: Hayes Court Cross Streets Michigan to Pearl

Closure Start Date: 7/15/23 Time: 8am Closure End Date: 7/15/23 Time: 6pm

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: All boxes + 50 Amp Cords
Amount of electrical wattage needed: _____ Amount of plug ins: ALL
Locations of where plugs are needed: + Side panel on CW Bldg.
****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: Road Closed barricade and extra trash cans/with lines

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: Lyj M. Mahaney

Date: 3/16/23

Office Use ONLY	
Application Received:	
Date:	3/17/23
Time:	12pm
By:	
Application Fee Received:	$50 ✓

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

Please join The Black Enterprise-Chamber of Commerce for a day delicious food tasting! Taste of Jackson will be a fabulous event where people can come to Taste all the wonderful food options that Jackson has to offer! From food trucks, music, and local vendors to well know restaurants join us this one of kind food experience to explore the Taste of Jackson!

* Working on a garbage plan

Working with the Health Department to ensure all steps are taken with permits and licenses of those participating.

STAGE
Church
Seating
Seating Area
Vendors
Trash
Grass Area
Ally- Closed
Sidewalk
Michigan Ave - Closed to the

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER	CONTACT NAME: Will Maddux	
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	PHONE (A/C, No, Ext): (530) 477-6521	FAX (A/C, No):
	E-MAIL ADDRESS: info@theeventhelper.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED The Black Enterprise Semaj Mahoney 1419, Losey ave Jackson MI 49203	INSURER B :	
	INSURER C :	
	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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	3DS5474-M3122725	07/15/2023 12:01 AM	07/16/2023 12:01 AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 250, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

CERTIFICATE HOLDER

City of Jackson, Jackson DDA
161 W. Michigan Ave
Jackson MI 49203

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

Will Maddux

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Jackson, Jackson DDA 161 W. Michigan Ave Jackson, MI 49203

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 of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

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.

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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.

All other terms and conditions remain unchanged.

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CITY OF JACKSON
Founded 1829

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

CITY COUNCIL MEETING
May 23, 2023

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **PROPOSED ANNUAL BUDGET RESOLUTION FOR FISCAL YEAR 2023/24**

Recommendation:

Adoption of Annual Budget Resolution for Fiscal Year 2023/24.

Attached is a memo from Heather Ehnis regarding the adoption of the proposed Annual Budget Resolution.

I recommend adoption of this Resolution. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Finance Director

DATE: May 23, 2023

RECOMMENDATION: **Adoption of Annual Budget Resolution Fiscal Year 2023/24:**

SUMMARY

Attached is the proposed Annual Budget Resolution for fiscal year 2023/24 which is scheduled for adoption at the City Council meeting of May 23rd.

The Annual Budget Resolution:

1) Adopts the fiscal year 2023/24 budget for all City funds (except for the CDBG Funds, which are adopted separately),
2) Amends the current fiscal year 2022/23 budget to those amounts projected, and
3) Orders the levy of City tax rates on the taxable value of all classes of property for tax year 2023.

BUDGETARY CONSIDERATIONS

This Annual Budget Resolution adopts the City Budget for 2023/24 and amends the current year 2022/23 budget as indicated above.

HISTORY, BACKGROUND and DISCUSSION

Section 13.3 of the City Charter requires that the City Manager "shall prepare and submit to the mayor and the council, on or before the first regular council meeting of May in each year, a recommended annual budget covering the next fiscal year." The City Council's responsibilities, as provided by City Charter Section 13.4 and 13.5, are as follows:

A. To hold a public hearing on the recommended budget, notice of which shall be published at least five days prior to the hearing *(Notice of the Public Hearing was published 4/24/23; the Public Hearing was held 5/9/23).*

B. No sooner than seven (7) days after the public hearing, but not later than May 31st, adopt, by resolution, the annual budget for the next fiscal year. *(Adoption of this Resolution on May 23rd will meet this requirement).*

C. Publish the annual budget resolution, as adopted, on or before July 1st of each year.

DISCUSSION OF THE ISSUE

The Annual Budget Resolution submitted for adoption includes Attachment A, revenue summary, and Attachment B, expenditure summary, which are, with the exception noted below, as contained in the City Manager's "**Proposed Budget for the Fiscal Year Ended June 30, 2024**" notebook.

Please note, Attachment B was amended to reflect the addition of $139,000 to the current year projected Workers Compensation budget for increased expenditures. This changed the projected budget from $286,339, as shown in the Proposed Budget notebook, to $425,339. The additional funds are to cover increased claims experience in recent months that were not anticipated at the time the projected budget was prepared.

POSITIONS

Recommend adoption of the Annual Budget Resolution.

ATTACHMENTS

ANNUAL BUDGET RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, prior to the first regular council meeting in May, the City Manager has submitted to the City Council an estimate of the revenues and expenditures of the City of Jackson for the period from July 1, 2023, through June 30, 2024, from detailed information furnished to them by the several departments of the City, and has made recommendations as to the amounts to be appropriated to each of the various funds provided for in the City Charter, and

WHEREAS, the City Council has prepared an Annual Budget for said period which is annexed hereto, and held a duly scheduled public hearing at least seven days prior to the consideration of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Annual Budget of the City for the period from July 1, 2023, to June 30, 2024, including Attachment A, revenue summary, and Attachment B, expense summary, representing the various budgetary centers as defined by P.A. 621 of 1978, as last amended, is hereby adopted;

BE IT FURTHER RESOLVED, that the current fiscal year 2022/23 budget be amended to those amounts reflected in the 2022/23 Projected column as contained in those Attachments A and B.

BE IT FURTHER RESOLVED, that it is ordered that an ad valorem property tax as set forth below be levied upon the taxable valuation of all taxable real and personal property in the City of Jackson, which is estimated to be $726,908,810.

BE IT FURTHER RESOLVED, that it is ordered that a tax as set forth below be levied upon the taxable valuation of all industrial property qualified under Act 198 of 1974, property qualified under the Neighborhood Enterprise Zone classification, property qualified under the Land Bank Authority classification, qualified under the Renaissance Zone classification and property qualified under the Obsolete Property Rehabilitation Act (O.P.R.A.) in the City of Jackson, which is estimated to be $1,087,664.

General Operating	**6.6828 mills**
Public Improvements	**1.9092 mills**
City Hall Debt	**.9500 mills**
State Act 345 Police and Fire Pension	**8.6081 mills**
	18 1501 mills

*** * * * * * * * * * * * * * * ***

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 23rd day of May, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 24th day of May, 2023.

_____ **City Clerk**

Attachment A
Revenue Summary for Fiscal Year 2023/24

Fund	2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
101 General Fund:						
Property Taxes	10,169,696	10,493,602	10,423,356	10,439,532	11,015,617	**11,015,617**
Income Taxes	9,218,674	11,252,147	10,500,000	10,500,000	10,750,000	**10,750,000**
Licenses and Permits	373,098	418,413	367,025	373,562	368,015	**368,015**
Federal Grants	1,163,992	930,514	1,346,427	947,291	1,267,483	**1,267,483**
State Grants	3,797	103,966	3,185	4,021	5,414	**5,414**
State Revenue Sharing	5,081,835	5,367,340	5,028,914	5,417,959	5,732,948	**5,732,948**
Charges For Services	1,192,200	1,183,470	1,294,072	1,248,210	1,378,957	**1,378,957**
Fines and Forfeits	441,683	278,458	377,094	466,500	390,611	**390,611**
Investment Income	72,116	95,218	115,000	200,000	150,000	**150,000**
Contributions From Other Funds	113,522	53,346	120,000	125,000	101,000	**101,000**
Miscellaneous	1,746,689	593,972	237,823	349,201	424,195	**424,195**
	29,577,302	30,770,446	29,812,896	30,071,276	31,584,240	**31,584,240**
102 Budget Stabilization Fund						
Interest	20,101	4,777	25,000	20,000	20,000	**20,000**
	20,101	4,777	25,000	20,000	20,000	**20,000**
151 Cemetery Perpetual Maintenance:						
Charges For Goods and Services	36,513	38,584	32,000	32,000	35,000	**35,000**
Investment income	4,393	6,387	5,000	5,000	6,000	**6,000**
	40,906	44,971	37,000	37,000	41,000	**41,000**
155 Ella W. Sharp Endowment:						
Investment income	4,651	(32,465)	23,850	34,264	30,850	**30,850**
	4,651	(32,465)	23,850	34,264	30,850	**30,850**
160 Lloyd E. Mount Endowment:						
Investment income	1,362	(12,479)	7,000	5,598	5,600	**5,600**
	1,362	(12,479)	7,000	5,598	5,600	**5,600**
202 Major Street:						
Federal & State Grants	1,465,993	2,189,610	19,756,364	28,789,319	13,879,756	**13,879,756**
State Gas & Weight Tax	3,507,103	3,617,791	3,300,000	3,300,000	3,200,000	**3,200,000**
State Trunkline Maintenance	78,346	118,047	200,000	221,550	224,972	**224,972**
Interest	5,005	13,497	1,500	10,000	5,000	**5,000**
Miscellaneous	186,757	138,410	60,000	37,000	37,000	**37,000**
Contributions From Other Funds	2,684,119	756,363	935,645	698,292	2,306,862	**2,306,862**
	7,927,323	6,833,718	24,253,509	33,056,161	19,653,590	**19,653,590**
203 Local Street:						
State Gas & Weight Tax	1,063,987	1,093,151	870,000	870,000	820,000	**820,000**
Interest/Miscellaneous	74,202	39,143	1,500	17,000	8,500	**8,500**
Contributions From Other Funds	1,150,908	687,273	2,017,876	338,334	2,632,959	**2,632,959**
	2,289,097	1,819,567	2,889,376	1,225,334	3,461,459	**3,461,459**
208 Ella W. Sharp Park Operating:						
General	589,383	541,971	569,250	588,575	632,500	**632,500**
Golf Practice Center:	31,986	41,102	42,500	47,700	45,000	**45,000**
Sharp Park Mini-Golf Course	88,879	75,792	104,000	97,750	86,500	**86,500**
Parks & Facilities Maintenance	170,744	184,476	205,850	247,337	211,450	**211,450**
	880,992	843,341	921,600	981,362	975,450	**975,450**
213 Opioid Settlement Fund:						
Miscellaneous	0	0	0	118,175	0	**0**
	0	0	0	118,175	0	**0**
218 Affordable Housing Development:						
Federal Grants	0	134,540	3,250,000	845,700	3,519,760	**3,519,760**
	0	134,540	3,250,000	845,700	3,519,760	**3,519,760**
245 Public Improvement:						
Property Taxes	1,199,426	1,235,832	1,263,500	1,269,000	1,356,000	**1,356,000**
Interest	3,292	6,049	6,000	20,000	15,000	**15,000**
	1,202,718	1,241,881	1,269,500	1,289,000	1,371,000	**1,371,000**

Attachment A
Revenue Summary for Fiscal Year 2023/24

Fund	2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
246 Cortland St. Redevelopment Projects:						
Federal Grants	0	9,796	2,500,000	2,500,000	0	**0**
Interest & Miscellaneous	498,918	405	0	1,000	500	**500**
	498,918	10,201	2,500,000	2,501,000	500	**500**
249 Building Department:						
Licenses, Permits & Fees	534,242	569,470	495,500	488,380	511,400	**511,400**
Interest & Miscellaneous	29,900	1,755	2,000	6,800	2,000	**2,000**
	564,142	571,225	497,500	495,180	513,400	**513,400**
251 Housing Code Enforcement:						
Charges For Goods and Services	1,050,161	1,062,521	1,080,500	1,494,500	993,000	**993,000**
Interest & Miscellaneous	104,555	66,098	63,000	55,500	52,600	**52,600**
Contributions From Other Funds	0	0	14,000	0	0	**0**
	1,154,716	1,128,619	1,157,500	1,550,000	1,045,600	**1,045,600**
252 Building Demolitions:						
Federal & State Grants	0	55,861	200,000	0	0	**0**
Demolitions	163,315	194,944	203,040	159,296	0	**0**
Interest & Miscellaneous	1,097	(5,937)	4,425	1,340	1,000	**1,000**
Contributions From Other Funds	0	120,000	0	0	0	**0**
	164,412	364,868	407,465	160,636	1,000	**1,000**
265 Drug Law Enforcement:						
Sale of Property	0	2,743	500	500	500	**500**
Interest & Miscellaneous	14,367	26,156	15,110	20,200	20,200	**20,200**
	14,367	28,899	15,610	20,700	20,700	**20,700**
272 SAFER Grant:						
Federal Grants	0	192,526	524,760	562,182	525,581	**525,581**
	0	192,526	524,760	562,182	525,581	**525,581**
273 Project Safe Neighborhood Grant:						
Federal Grants	13,486	57,189	0	50,129	234,542	**234,542**
	13,486	57,189	0	50,129	234,542	**234,542**
275 Byrne JAG Grant:						
Federal Grants	47,173	25,428	49,361	52,715	25,000	**25,000**
	47,173	25,428	49,361	52,715	25,000	**25,000**
279 American Rescue Plan Act:						
Federal Grants	0	161,865	200,000	65,000	75,000	**75,000**
	0	161,865	200,000	65,000	75,000	**75,000**
296 Recreation Activity:						
Charges For Goods and Services	86,435	210,632	207,000	273,750	268,750	**268,750**
Interest & Miscellaneous	5,417	1,473	1,000	1,500	1,500	**1,500**
	91,852	212,105	208,000	275,250	270,250	**270,250**
297 JPS Recreation Millage Program:						
Contributions From Local Units	608,860	644,683	675,000	648,500	650,000	**650,000**
Interest & Miscellaneous	41,817	855	1,000	1,500	1,500	**1,500**
	650,677	645,538	676,000	650,000	651,500	**651,500**
308 2020 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	223,626	230,621	223,702	216,614	223,788	**223,788**
	223,626	230,621	223,702	216,614	223,788	**223,788**
352 2017 Mich. Trans. Fund Bonds Debt Service:						
Contributions From Other Funds	760,448	761,350	761,890	761,890	762,068	**762,068**
	760,448	761,350	761,890	761,890	762,068	**762,068**
366 2013 City Hall Refunding Debt Service Fund:						
Property Taxes	823,876	3,142	0	(3,142)	0	**0**
Interest & Miscellaneous	1,347	0	0	0	0	**0**
	825,223	3,142	0	(3,142)	0	**0**

Attachment A
Revenue Summary for Fiscal Year 2023/24

Fund	2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
367 2021 City Hall Refunding Debt Service:						
Property Taxes	63,929	750,378	666,500	666,500	701,000	**701,000**
Interest & Miscellaneous	0	2,518	1,500	10,000	7,500	**7,500**
Bond Proceeds	4,382,000	0	0	0	0	**0**
Contributions From Other Funds	207,767	0	0	0	0	**0**
	4,653,696	752,896	668,000	676,500	708,500	**708,500**
385 2016 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	142,186	143,275	144,087	144,087	145,569	**145,569**
	142,186	143,275	144,087	144,087	145,569	**145,569**
386 2018 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	1,438,000	1,443,000	1,410,000	1,410,000	1,418,750	**1,418,750**
	1,438,000	1,443,000	1,410,000	1,410,000	1,418,750	**1,418,750**
389 2017 BRA TIF Refunding Debt Service:						
Contributions From Other Funds	420,852	415,704	420,556	420,556	420,144	**420,144**
	420,852	415,704	420,556	420,556	420,144	**420,144**
391 2021 BRA TIF Refunding Debt Service:						
Bond Proceeds	4,272,000	0	0	0	0	**0**
Contributions From Other Funds	78,684	758,700	772,512	772,512	791,839	**791,839**
	4,350,684	758,700	772,512	772,512	791,839	**791,839**
394 2001 DDA TIF Debt Service:						
Contributions From Other Funds	2,460,750	2,597,987	2,735,750	2,735,750	2,881,749	**2,881,749**
	2,460,750	2,597,987	2,735,750	2,735,750	2,881,749	**2,881,749**
395 2019 DDA TIF Refunding Debt Service:						
Contributions From Other Funds	206,687	205,630	209,573	209,573	208,365	**208,365**
	206,687	205,630	209,573	209,573	208,365	**208,365**
401 Capital Projects:						
Federal Grants	0	0	1,955,898	0	0	**0**
Contributions From Other Funds	141,975	115,594	0	590,075	1,113,031	**1,113,031**
Donations/Miscellaneous	70,315	255	500	750	500	**500**
	212,290	115,849	1,956,398	590,825	1,113,531	**1,113,531**
402 Water Equipment & Replacement:						
Federal Grants	0	230,941	390,000	1,766,707	135,892	**135,892**
Investment Income	17,393	33,579	34,711	90,230	92,937	**92,937**
Contributions From Other Funds	3,881,507	2,686,532	7,383,480	2,831,925	4,812,937	**4,812,937**
	3,898,900	2,951,052	7,808,191	4,688,862	5,041,766	**5,041,766**
403 Lead Service Line Replacement:						
Federal Grants	0	0	1,587,593	1,056,924	1,291,011	**1,291,011**
State Loan Program	0	0	0	0	0	**0**
Investment Income	0	1,231	0	0	0	**0**
Contributions From Other Funds	103,952	589,854	1,050,166	1,050,166	1,622,506	**1,622,506**
	103,952	591,085	2,637,759	2,107,090	2,913,517	**2,913,517**
404 Sanitary Sewer Maintenance:						
Interest & Miscellaneous	0	16	0	0	0	**0**
Contributions From Other Funds	219,303	234,966	399,931	474,399	663,044	**663,044**
	219,303	234,982	399,931	474,399	663,044	**663,044**
405 Sanitary Sewer Replacement:						
Interest & Miscellaneous	7,883	14,098	7,200	47,360	42,620	**42,620**
Contributions From Other Funds	750,000	705,000	665,750	1,060,502	1,492,570	**1,492,570**
	757,883	719,098	672,950	1,107,862	1,535,190	**1,535,190**
406 Wastewater Equipment Replacement:						
Federal Grants	0	227,112	5,605,985	3,420,905	2,389,483	**2,389,483**
Investment Income	8,753	19,715	12,991	63,873	65,789	**65,789**
Contributions From Other Funds	1,257,300	1,239,000	10,476,078	1,512,800	1,535,528	**1,535,528**
	1,266,053	1,485,827	16,095,054	4,997,578	3,990,800	**3,990,800**

Attachment A
Revenue Summary for Fiscal Year 2023/24

Fund	2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
407 2022 Sewer System Project Construction:						
Contributions From Other Funds	0	0	0	6,237,198	5,697,802	**5,697,802**
	0	0	0	6,237,198	5,697,802	**5,697,802**
409 2022 Water System Project Construction:						
Contributions From Other Funds	0	0	0	311,845	16,342,000	**16,342,000**
	0	0	0	311,845	16,342,000	**16,342,000**
426 2024 Michigan Transportation Fund Bonds Const. Fund:						
Interest	0	0	0	0	1,000	**1,000**
Bond Proceeds	0	0	0	0	4,500,000	**4,500,000**
	0	0	0	0	4,501,000	**4,501,000**
488 MLK Corridor Improvement Authority:						
Federal Grants	0	0	0	2,075	4,497,925	**4,497,925**
Contributions From Other Funds	0	97,045	10,000	97,925	10,000	**10,000**
	0	97,045	10,000	100,000	4,507,925	**4,507,925**
489 Brownfield Redevelopment Authority:						
Property Taxes	1,378,864	1,510,059	1,553,350	1,870,252	1,962,300	**1,962,300**
Interest & Miscellaneous	6,466	5,995	6,000	25,000	15,000	**15,000**
	1,385,330	1,516,054	1,559,350	1,895,252	1,977,300	**1,977,300**
494 Downtown Development Authority Project:						
Property Taxes	1,655,933	1,843,805	1,895,000	1,907,999	1,975,000	**1,975,000**
Interest & Miscellaneous	9,418	21,354	10,000	75,000	50,000	**50,000**
Rents and Royalties	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	**1,500,000**
	3,165,351	3,365,159	3,405,000	3,482,999	3,525,000	**3,525,000**
514 Auto Parking System:						
Parking Fines and Permits	494	1,774	1,100	2,280	1,800	**1,800**
Interest & Miscellaneous	1,981	825	500	2,000	1,500	**1,500**
Contributions From Other Funds	92,143	92,143	92,143	92,143	92,143	**92,143**
	94,618	94,742	93,743	96,423	95,443	**95,443**
518 Parking Assessment:						
Parking Fines and Permits	129,601	122,107	108,656	163,122	160,795	**160,795**
Interest & Miscellaneous	34,520	31,556	30,920	37,654	35,654	**35,654**
Contributions From Other Funds	85,546	81,712	81,712	80,000	115,000	**115,000**
	249,667	235,375	221,288	280,776	311,449	**311,449**
519 Cooper/FrancisParking Decks:						
Parking Fines and Permits	6,435	7,920	8,000	7,550	8,000	**8,000**
Interest & Miscellaneous	1,219	5,614	3,050	8,080	7,550	**7,550**
	7,654	13,534	11,050	15,630	15,550	**15,550**
590 Sewer:						
Charges For Goods & Services	6,330,452	6,704,246	6,841,119	6,541,996	6,797,292	**6,797,292**
Federal and State Grants	580,025	0	0	6,237,198	5,697,802	**5,697,802**
Penalties & Interest	16,159	93,914	98,100	189,776	197,367	**197,367**
Miscellaneous	138,689	41,972	10,000	410,000	10,000	**10,000**
	7,065,325	6,840,132	6,949,219	13,378,970	12,702,461	**12,702,461**
591 Water:						
Charges For Goods & Services	12,415,330	12,666,881	14,628,071	13,300,874	13,809,779	**13,809,779**
Federal and State Grants	80,641	0	0	510,278	16,408,000	**16,408,000**
Penalties & Interest	23,698	219,991	199,140	442,650	434,359	**434,359**
Contributions From Other Funds	287,617	291,549	407,684	392,706	407,684	**407,684**
Miscellaneous	249,488	694	0	3,801	0	**0**
	13,056,774	13,179,115	15,234,895	14,650,309	31,059,822	**31,059,822**
641 Public Works Administration:						
Charges For Goods & Services	358,107	356,395	394,640	347,232	357,649	**357,649**
Interest & Miscellaneous	39,501	6,305	5,154	6,940	7,150	**7,150**
	397,608	362,700	399,794	354,172	364,799	**364,799**

Attachment A
Revenue Summary for Fiscal Year 2023/24

Fund	2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
642 Engineering Administration:						
Charges For Goods and Services	276,972	256,962	265,221	255,252	262,910	**262,910**
Interest & Miscellaneous	12,741	1,393	670	3,790	3,905	**3,905**
	289,713	258,355	265,891	259,042	266,815	**266,815**
643 Local Site Remediation Revolving:						
Investment Income & Miscellaneous	187	701	1,000	3,000	2,000	**2,000**
Contributions From Other Funds	78,131	64,811	66,950	58,659	61,500	**61,500**
	78,318	65,512	67,950	61,659	63,500	**63,500**
661 Motor Pool and Garage:						
Federal Grants	0	0	1,644,500	1,644,500	0	**0**
Charges / Equipment Rental	1,044,192	1,174,600	1,135,484	1,219,559	1,266,823	**1,266,823**
Investment Income & Miscellaneous	169,648	129,387	43,848	41,427	42,767	**42,767**
Contributions From Other Funds	0	0	0	0	0	**0**
	1,213,840	1,303,987	2,823,832	2,905,486	1,309,590	**1,309,590**
676 Workers Compensation:						
Interest & Miscellaneous	20,397	5,228	10,000	10,000	7,500	**7,500**
Contributions From Other Funds	578,590	85,132	175,000	630,000	160,000	**160,000**
	598,987	90,360	185,000	640,000	167,500	**167,500**
677 Self-Insured Healthcare:						
Interest & Miscellaneous	7,192	4,085	10,000	2,000	2,000	**2,000**
Contributions - City	3,830,397	4,205,844	5,043,600	4,125,000	4,750,000	**4,750,000**
Contributions - Employees	726,251	806,817	887,000	800,000	950,000	**950,000**
Contributions - General Fund	400,000	0	0	750,000	0	**0**
	4,963,840	5,016,746	5,940,600	5,677,000	5,702,000	**5,702,000**
703 County & School Tax Collection:						
Property Taxes - GASB 84	0	26,802,394	0	27,000,000	28,350,000	**28,350,000**
Interest & Miscellaneous	67,439	18,020	65,000	75,000	50,000	**50,000**
	67,439	26,820,414	65,000	27,075,000	28,400,000	**28,400,000**
731 Employees Retirement System:						
Investment Income	10,883,504	(5,371,117)	4,280,000	3,330,000	4,560,000	**4,560,000**
Employee Contributions	740,817	810,781	760,000	760,000	750,000	**750,000**
Employer Contributions	1,068,745	1,222,458	1,000,000	1,000,000	1,066,460	**1,066,460**
	12,693,066	(3,337,878)	6,040,000	5,090,000	6,376,460	**6,376,460**
732 Policemen's & Firemen's Pension:						
Investment Income	858,610	(460,647)	301,000	289,000	292,500	**292,500**
Contributions From General Fund	524,841	363,236	260,185	260,185	218,402	**218,402**
	1,383,451	(97,411)	561,185	549,185	510,902	**510,902**
734 Policemen's & Firemen's Pension-Act 345:						
Investment Income	12,595,786	(5,971,216)	3,425,000	4,325,000	4,430,000	**4,430,000**
Employee Contributions	485,464	447,336	530,000	505,000	500,000	**500,000**
Contributions From General Fund	5,916,061	5,939,831	5,674,911	5,674,911	5,922,297	**5,922,297**
	18,997,311	415,951	9,629,911	10,504,911	10,852,297	**10,852,297**
736 Public Employee Health Care:						
Investment Income	983,694	(133,232)	230,000	137,438	230,000	**230,000**
	983,694	(133,232)	230,000	137,438	230,000	**230,000**
852 Special Assessment Debt Service						
Contributions From Other Funds	10,472	157,358	161,335	161,335	161,190	**161,190**
	10,472	157,358	161,335	161,335	161,190	**161,190**
895 Special Assessment:						
Special Assessments	633,416	1,104,063	2,055,241	1,010,959	2,215,147	**2,215,147**
Contributions From Other Funds	1,461,502	0	0	0	0	**0**
	2,094,918	1,104,063	2,055,241	1,010,959	2,215,147	**2,215,147**

Attachment B
Expense Summary for Fiscal Year 2023/24

		2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
General Fund:							
101-101	City Council	97,924	96,556	114,696	124,345	121,656	**121,656**
101-103	Charter Commission	675	0	2,500	2,500	2,500	**2,500**
101-172	City Manager	455,626	473,230	474,901	485,430	506,926	**506,926**
101-191	Finance	465,125	485,836	587,942	574,115	555,688	**555,688**
101-215	City Clerk	298,906	287,368	331,401	329,518	344,251	**344,251**
101-228	Mgt. Information Services	332,055	313,244	448,021	431,075	436,693	**436,693**
101-233	Purchasing	113,338	117,568	130,276	130,276	133,042	**133,042**
101-253	City Treasurer	355,978	379,828	413,354	394,583	412,661	**412,661**
101-254	City Income Tax Admin.	165,599	169,424	235,063	222,765	242,395	**242,395**
101-257	City Assessor	407,137	467,957	544,375	480,008	501,053	**501,053**
101-262	City Clerk-Elections	141,794	107,256	114,367	131,430	206,354	**206,354**
101-265	City Hall & Grounds	311,199	417,389	431,258	608,614	684,161	**684,161**
101-266	City Attorney	585,318	649,578	731,548	744,026	761,346	**761,346**
101-270	Personnel	198,736	231,244	645,907	636,494	590,561	**590,561**
101-278	Unallocated	751,020	687,117	879,799	812,859	812,434	**812,434**
101-299	Admin. Hearings Bureau	92,505	123,460	199,201	303,436	190,318	**190,318**
101-301	Police	9,887,173	10,228,340	11,454,098	11,000,196	11,682,501	**11,682,501**
101-311	OHSP Grant	12,194	8,663	0	18,182	4,642	**4,642**
101-320	Consortium Training	27,019	21,619	15,750	13,652	12,500	**12,500**
101-321	In-Service Training	5,456	4,802	3,185	5,300	5,000	**5,000**
101-340	Fire Suppression	4,744,996	6,343,003	5,709,356	6,322,898	6,003,612	**6,003,612**
101-350	Public Safety - Unallocated	2,051,336	2,072,330	2,107,885	1,929,335	2,094,302	**2,094,302**
101-442	Forestry	362,921	473,315	658,542	939,187	824,212	**824,212**
101-444	Sidewalk Construction	20,075	28,425	55,707	73,704	151,456	**151,456**
101-445	Drains At Large	58,133	47,884	78,779	106,865	107,133	**107,133**
101-450	Street Lighting	538,619	548,353	601,899	602,066	615,248	**615,248**
101-455	Weed Control	81,985	74,140	103,918	92,951	96,269	**96,269**
101-465	Ground Maintenance	389,755	386,319	467,230	460,192	488,287	**488,287**
101-567	Cemeteries	299,561	309,744	358,075	363,288	374,516	**374,516**
101-571	Tax Property Maintenance	212,162	263,940	226,695	242,266	216,716	**216,716**
101-572	Civic Affairs	60,375	80,927	107,802	117,914	121,229	**121,229**
101-701	Planning	259,249	219,959	234,974	243,567	252,305	**252,305**
101-728	Economic Development	140,216	209,951	132,400	132,400	147,400	**147,400**
101-752	Parks, Rec. & Grounds Admin.	299,786	287,985	305,867	306,867	321,986	**321,986**
101-758	Lt. Nixon Memorial Park	13,748	69,717	100,476	130,229	137,729	**137,729**
101-771	Parks and Facilities Maint.	619,512	742,903	836,134	850,475	910,352	**910,352**
101-803	Historical District	9,729	10,891	12,790	13,500	14,440	**14,440**
101-806	Diversity, Equity & Inclusion	165,927	250,295	306,235	296,911	452,638	**452,638**
101-965	Contributions to Other Funds	1,187,037	558,012	293,429	1,778,829	932,133	**932,133**
General Fund Total		26,219,899	28,248,572	30,455,835	32,452,248	32,468,645	**32,468,645**
102	**Budget Stabilization Fund**	20,101	4,777	25,000	20,000	20,000	**20,000**
Permanent Funds:							
151	Cemetery Perpetual Maintenance	4,393	6,387	5,000	5,000	6,000	**6,000**
155	Ella W. Sharp Endowment	15,055	14,239	23,850	34,264	30,850	**30,850**
160	Lloyd E. Mount Endowment	5,689	5,237	7,000	5,598	5,600	**5,600**

Attachment B
Expense Summary for Fiscal Year 2023/24

		2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
Special Revenue Funds :							
202	Major Street	8,646,376	7,864,994	24,731,248	34,872,507	19,849,761	**19,849,761**
203	Local Street	2,877,797	1,870,980	3,898,044	1,903,609	4,162,881	**4,162,881**
208	Ella W. Sharp Park Operating	765,856	897,084	986,741	1,048,653	984,832	**984,832**
213	Opioid Settlement Fund	0	0	0	0	118,175	**118,175**
218	Affordable Housing Development	0	134,540	3,250,000	845,700	3,519,760	**3,519,760**
245	Public Improvement	1,427,562	1,250,612	1,027,676	1,504,210	1,511,115	**1,511,115**
246	Cortland St. Redevelopment Projects	39,837	40,021	2,520,493	2,523,391	23,527	**23,527**
249	Building Department	450,274	469,732	597,332	609,993	638,850	**638,850**
251	Housing Code Enforcement	1,029,309	1,085,397	1,156,790	1,294,179	1,290,495	**1,290,495**
252	Building Demolitions	466,413	337,456	406,815	344,850	1,000	**1,000**
265	Drug Law Enforcement	17,728	19,301	16,702	9,830	16,338	**16,338**
272	SAFER Grant	0	192,526	524,760	562,182	525,581	**525,581**
273	Project Safe Neighborhood Grant	13,486	57,189	120,969	50,129	234,542	**234,542**
275	Byrne JAG Grant	47,173	25,428	49,361	52,715	25,000	**25,000**
279	American Rescue Plan Act	0	161,865	200,000	65,000	75,000	**75,000**
296	Recreation Activity	75,586	176,419	206,248	272,324	266,824	**266,824**
297	JPS Recreation Millage Program	397,351	625,193	657,274	643,386	623,067	**623,067**
Debt Service Funds :							
308	2020 Capital Imp. Bonds Debt Service	223,626	223,533	223,702	223,702	223,788	**223,788**
352	2017 MTF Bonds Debt Service	760,448	761,350	761,890	761,890	762,068	**762,068**
366	2013 City Hall Refunding Debt Service	939,442	0	0	0	0	**0**
367	2021 City Hall Refunding Debt Service	4,522,051	735,240	729,581	729,581	739,720	**739,720**
385	2016 Capital Imp. Bonds Debt Service	142,186	143,275	144,087	144,087	145,569	**145,569**
386	2018 Capital Imp. Bonds Debt Service	1,438,000	1,443,000	1,410,000	1,410,000	1,418,750	**1,418,750**
389	2017 BRA TIF Refunding Debt Service	420,852	415,704	420,556	420,556	420,144	**420,144**
391	2021 BRA TIF Refunding Debt Service	4,350,066	758,700	772,512	772,512	791,839	**791,839**
394	2001 DDA TIF Debt Service	2,460,750	2,597,987	2,735,750	2,735,750	2,881,749	**2,881,749**
395	2019 DDA TIF Refunding Debt Service	207,437	205,630	209,573	209,573	208,365	**208,365**
Capital Projects Funds :							
401	Capital Projects	206,238	121,594	1,955,898	607,658	1,113,031	**1,113,031**
402	Water Equipment & Replacement	4,202,048	3,281,444	9,825,900	5,812,315	7,099,234	**7,099,234**
403	Lead Service Line Replacement	44,725	5,051	1,661,966	1,316,891	2,082,538	**2,082,538**
404	Sanitary Sewer Maintenance	219,303	234,982	399,931	474,399	663,044	**663,044**
405	Sanitary Sewer Replacement	660,661	1,315,987	1,902,121	848,400	2,985,140	**2,985,140**
406	Wastewater Equipment Replacement	788,060	1,053,530	17,594,940	5,030,754	6,228,293	**6,228,293**
407	2022 Sewer System Project Construction	0	480,972	0	5,756,226	5,697,802	**5,697,802**
409	2022 Water System Project Construction	0	0	0	311,845	16,342,000	**16,342,000**
426	2024 Mich. Transport. Fund Bonds Const. Func	0	0	0	0	2,196,096	**2,196,096**
488	MLK Corridor Improvement Authority	0	97,045	10,000	100,000	4,507,925	**4,507,925**
489	Brownfield Redevelopment Authority	1,394,784	1,444,192	1,450,079	1,758,217	1,804,230	**1,804,230**
494	DDA Project	2,667,437	2,803,617	2,947,323	2,945,323	3,090,114	**3,090,114**
Enterprise Funds :							
514	Auto Parking System	270,854	262,752	247,011	311,469	283,433	**283,433**
518	Parking Assessment	221,483	257,712	303,267	330,718	314,981	**314,981**
519	Cooper/Francis Parking Decks	283,421	282,153	283,775	283,344	283,957	**283,957**
590	Sewer	7,831,806	7,270,135	18,162,790	15,261,012	16,320,273	**16,320,273**
591	Water	11,325,501	10,967,336	19,257,736	14,182,982	34,209,037	**34,209,037**

Attachment B
Expense Summary for Fiscal Year 2023/24

		2020/21 Actual	2021/22 Actual	2022/23 Budget	2022/23 Projected	2023/24 Proposed	2023/24 Adopted
Internal Service Funds :							
641	Public Works Administration	304,861	368,040	477,472	429,245	472,518	**472,518**
642	Engineering Administration	245,214	270,124	328,453	328,184	339,842	**339,842**
643	Local Site Remediation Revolving	1,409	0	20,000	40,000	20,000	**20,000**
661	Motor Pool & Garage	1,073,458	1,152,878	2,881,943	3,109,537	1,606,109	**1,606,109**
676	Workers' Compensation	1,169,021	309,792	183,900	425,339	220,350	**220,350**
677	Self-Insured Healthcare Fund	5,660,590	5,351,842	5,680,600	5,414,911	5,474,627	**5,474,627**
Trust & Agency Funds :							
703	County & School Tax Collection	67,439	26,820,414	65,000	27,075,000	28,400,000	**28,400,000**
731	Employees' Retirement System	3,982,156	4,036,429	4,220,000	4,210,000	4,160,000	**4,160,000**
732	Policemen's & Firemen's Pension	697,847	590,815	548,000	548,000	523,000	**523,000**
734	Policemen's & Firemen's Pension-345	7,412,124	6,151,897	7,640,000	6,240,000	6,440,000	**6,440,000**
736	Public Employee Health Care	25,017	26,733	10,000	10,000	29,000	**29,000**
Special Assessment Funds :							
852	Special Assessment Debt Service	10,472	157,358	161,335	161,335	161,190	**161,190**
895	Special Assessment	661,175	793,198	2,055,241	841,612	2,116,337	**2,116,337**

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: May 23, 2023

SUBJECT: **Adoption of Water System Revenue Bond Ordinance**

Recommendation:

Adoption of Water System Revenue Bond Ordinance

Attached is a memo from Heather Ehnis, regarding the above Ordinance. The Ordinance approves the issuance of the **City of Jackson $9 million Water System Junior Lien Revenue Bonds, Series 2023 (LTGO)** which will be sold through the Michigan Finance Authority (MFA).

The City's Bond Counsel, Patrick McGow, has prepared the Ordinance and that, as well as his cover letter, are attached.

I recommend adoption of this Ordinance. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Finance Director

DATE: May 23, 2023

RECOMMENDATION: **Adoption of Water System Revenue Bond Ordinance**

SUMMARY

The City Council adopted a Notice of Intent on November 29, 2022, for the sale of up to $16.55 million in bonds related to the State of Michigan's Drinking Water State Revolving Fund loan program. There was a 45-day referendum period following publication of that Notice of Intent, that has since passed, and the City is now prepared to adopt the Bond Ordinance that authorizes the issuance of those bonds.

The attached Water System Revenue Bond Ordinance, prepared by the City's bond counsel, Patrick McGow, details the provisions of that Ordinance. Both the Ordinance and Patrick McGow's cover letter are attached.

BUDGETARY CONSIDERATIONS

The City Manager's Proposed Budget document for the fiscal year 2023/24 is scheduled to be adopted at the May 23, 2023, City Council meeting. The proposed sale of Bonds is included in this Proposed Budget.

POSITIONS

Taking advantage of this state program will allow the City to make needed water system improvements and benefit from applicable grant funds and lower interest rates.

I request that this proposed "**Water System Revenue Bond Ordinance**" be submitted for approval by the City Council.

ATTACHMENTS

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
CHINA
MEXICO
POLAND
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150 West Jefferson, Suite 2500
Detroit, Michigan 48226
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FAX (313) 496-7500
www.millercanfield.com

May 8, 2023

Ms. Heather Ehnis
Director of Finance
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1303

Re: City of Jackson $9,000,000 Water System Junior Lien Revenue Bond, Series 2023 (Limited Tax General Obligation)

Dear Heather:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Water System Junior Lien Revenue Bond (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on May 23rd. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") 3.5 Quarter Drinking Water State Revolving Fund Program scheduled to close on July 17th.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed $9,000,000 for the acquisition, construction, furnishing and equipping of improvements to the Water System of the City, including replacement of water mains and service lines, elevated storage tank improvements, well pump improvements and water treatment plant improvements, together with all related equipment, appurtenances and attachments. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids, engineering, issuance and final approved costs and the City is not required to draw the full amount authorized.

The Bond Ordinance authorizes the issuance of the Series 2023 Bond, which is payable from the Net Revenues of the City's Water System. The Bond is expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 1.875%. This is a similar process to last year's Sewer Bonds that were sold through the Clean Water State Revolving Fund Program.

The Bond is a junior lien revenue bond, payable from the Net Revenues of the System, to allow the City to potentially issue Senior Lien Bonds in the future. In addition, the Series 2023 Bond also pledges the City's limited tax full faith and credit as backup security for payment of the Series 2023 Bonds. This was done to satisfy the Michigan Finance Authority's investment grade requirements and to save issuance costs by not having to pay for a separate bond rating or

investment credit letter for the Bond. The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bond and all related documents, approve the final size of the Bond and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in your local newspaper after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Council, we would appreciate receiving three (3) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids and tentative contract approval is due on May 26th. There will be a conference call with MFA, EGLE and City officials in June which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on June 26th. The closing for the Bonds will be July 17th and the City can begin requesting draws on the Bonds after that date.

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosure
cc: Chandra Willinger
Mike Gormely

40631426.1/043520.00072

ORDINANCE NO. _____
CITY OF JACKSON

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO ESTABLISH SEPARATE SERIES OF BONDS OF SENIOR AND SUBORDINATE STATUS WITH RESPECT TO THE NET REVENUES OF THE SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF JACKSON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.

(i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.

(c) "Authority" means the Michigan Finance Authority or its successor.

(d) "Authorized Officers" means the Mayor, the City Manager, the Director of Finance and the City Clerk of the City.

(e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.

(f) "City" or "Issuer" means the City of Jackson, County of Jackson, State of Michigan.

(g) "EGLE" means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) "Engineers" means Fishbeck, Inc., registered engineers of Lansing, Michigan.

(i) "Junior Lien Bonds" means Series 2023 Bond and any additional bonds of equal standing with the Series 2023 Bond which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) "Project" means the acquisition, construction, furnishing and equipping of improvements to the Water System of the City, including replacement of water mains and service lines, elevated storage tank improvements, well pump improvements and water treatment plant improvements, together with all related equipment, appurtenances and attachments.

(k) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2023 Bond.

(l) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance.

(m) "Series 2023 Bond" means the Water System Junior Lien Revenue Bond, Series 2023, of the City in the principal amount of not to exceed $9,000,000 authorized by this Ordinance.

(n) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called

for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(o) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the EGLE relating to the Series 2023 Bond.

(p) "System" means the Water System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed one and seven-eighths percent (1.875%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Nine Million Dollars ($9,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2023 Bond, the City shall borrow the sum of not to exceed Nine Million Dollars ($9,000,000), and issue the Series 2023 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Section 5. Issuance of Series 2023 Bond; Details. The Series 2023 Bond of the City, to be designated WATER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023 (LIMITED TAX GENERAL OBLIGATION) is authorized to be issued in the aggregate principal sum of not to exceed Nine Million Dollars ($9,000,000) or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2023 Bond. The Series 2023 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that said Series 2023 Bond shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Senior Lien Bonds hereafter issued.

The Series 2023 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2023 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2023 Bond shall be payable on October 1 of the years 2025 through 2044, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2023 Bond shall be payable on April 1 and October 1 of each year, commencing October 1, 2023 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and

interest on the Series 2023 Bond and the payment dates and amounts of principal installments of the Series 2023 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2024 and the final principal installment shall be due no later than October 1, 2046 and that the total principal amount shall not exceed $9,000,000.

The Series 2023 Bond shall bear interest at a rate of not to exceed one and seven-eighths percent (1.875%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2023 Bond in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2023 Bond is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2023 Bond shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2023 Bond shall be payable as provided in the Series 2023 Bond form in this Ordinance.

The Series 2023 Bond shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2023 Bond, the Authority shall deliver the Series 2023 Bond to the City for cancellation.

Section 6. Execution of Series 2023 Bond. The Series 2023 Bond shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2023 Bond bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a

period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2023 Bond contained in Section 18 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2023 Bond; Security; Priority of Lien. Any Junior Lien Bonds issued hereunder, including the Series 2023 Bond, and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2023 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

In addition, for the Series 2023 Bond being sold to the Authority, the City hereby pledges its limited tax full faith and credit for the payment of the principal of and interest on the Series 2023 Bond. Should the Net Revenues of the System at any time be insufficient to pay the principal

of and interest on the Series 2023 Bond as the same become due, then the City shall advance from any funds available therefor, or, if necessary, levy taxes upon all taxable property in the City, subject to constitutional, statutory and charter tax limitations, such sums as may be necessary to pay said principal and interest. The City shall be reimbursed for any such advance from the Net Revenues of the System subsequently received which are not otherwise pledged or encumbered by this Ordinance.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. Commencing on July 1, 2023, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated WATER SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, on July 1, 2023, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

A. OPERATION AND MAINTENANCE ACCOUNT:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

A budget, showing in detail the estimated costs of administration, operation and maintenance of the System for the next ensuing operating year, shall be prepared by the City at least 30 days prior to the commencement of each ensuing operating year. No payments shall be made to the City from moneys credited to the Operation and Maintenance Account except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION ACCOUNT:

There shall be established and maintained a separate depositary fund designated BOND AND INTEREST REDEMPTION ACCOUNT (the "Redemption Account"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bonds. The moneys in the Redemption Account shall be kept on deposit with the bank or trust company where the principal of and interest on the Bonds, or any series thereof, are payable.

Out of the Revenues remaining in the Receiving Fund, after provision for the Operation and Maintenance Account, there shall be set aside in the Redemption Account each month, commencing with the date of issue of a series of Bonds, a sum proportionately sufficient to provide for the payment when due of the then current principal of and interest on the Bonds, less any amount in the Redemption Account representing accrued interest on the Bonds or investment income on amounts on deposit in the Redemption Account. Commencing with the date of issue of a series of Bonds, the amount set aside each month for interest on the Bonds shall be the fractional amount of the total amount of interest on the Bonds next coming due derived from the number of months from the date of issue of the Bonds to the first interest payment date. Commencing with the first interest payment date, the amount set aside each month for interest on the Bonds shall be 1/6 of the total amount of interest on the Bonds next coming due. The amount set aside each month for principal, commencing with the date of issue of a series of Bonds, shall be the fractional amount of the total amount of principal on the Bonds next coming due by maturity or sinking fund redemption derived from the number of months from the date of issue of the Bonds to the first principal payment date. The amount set aside each month for principal payment commencing with the first principal payment date shall be 1/12 of the amount of principal next coming due by maturity or sinking fund redemption. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding monthly requirements. The amount to be set aside for the payment of principal and interest on any date shall not exceed the amount which, when added to the money on deposit in the Redemption Account, including investment income thereon, is necessary to pay principal and interest due on the Bonds on the next succeeding principal payment date.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT:

There is hereby established and there shall be maintained a separate depositary account designated JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Redemption Account"). Except as otherwise provided herein, the moneys on deposit therein from time to time shall be used for the purpose of paying the principal or Redemption Price of and interest on any Junior Lien Bonds.

Out of the Revenues remaining in the Receiving Fund, after transfer, if required, for deposit into the Operation and Maintenance Account and the Redemption Account, there shall be set aside monthly in the Junior Lien Redemption Account a sum sufficient to provide for the next payment when due of the principal of and interest on the Junior Lien Bonds, less any amount in the Junior Lien Redemption Account representing accrued interest on the Junior Lien Bonds, and less the sum of any funds actually on deposit in the

Junior Lien Redemption Account. The amount set aside and transferred to the Junior Lien Redemption Account each month for interest on the Junior Lien Bonds shall be 1/6 of the total amount of interest on the Junior Lien Bonds next coming due or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of (a) 1/6 of the amount of interest next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last interest payment date. For the month immediately prior to each interest payment date the amount set aside and transferred to the Junior Lien Redemption Account to pay interest shall be reduced by amounts, including investment earnings, available in the Junior Lien Redemption Account which are available for such purpose. The amount set aside and transferred to the Junior Lien Redemption Account each month for principal commencing twelve months prior to the first maturity or mandatory sinking fund redemption date shall be 1/12 of the amount of principal next coming due on the Junior Lien Bonds by maturity or as a mandatory redemption requirement or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of 1/12 of the amount of principal next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last principal payment date. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding month's requirement.

No further payments need be made into the Junior Lien Redemption Account after enough of the principal installments of the Junior Lien Bonds have been retired so that the amount then held in the Junior Lien Redemption Account (including a bond reserve account, if any), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

D. REPLACEMENT AND IMPROVEMENT FUND:

There shall next be established and maintained a fund, separate depositary account, designated WATER SYSTEM REPLACEMENT ACCOUNT or such other designation determined by the Treasurer (the "Replacement Account"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System. Out of the Revenues and moneys of the System remaining in the Receiving Fund each month after provision has been made for the deposit of moneys in the Operation and Maintenance Account, the Redemption Account and the Junior Lien Redemption Account, there may be deposited in the Replacement Account such additional funds as the City may deem advisable. If at any time it shall be necessary to use moneys in the Replacement Account for the purpose for which the Replacement Account was established, the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account.

E. GENERAL OBLIGATION DEBT ACCOUNT:

Out of the remaining Revenues in the Receiving Fund, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Account (the "G.O. Fund"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the City or general obligations or contractual obligations of the City incurred or to be incurred for System purposes.

F. SURPLUS MONEYS:

Thereafter, any Revenues in the Receiving Fund after satisfying all the foregoing requirements of this Section may, at the discretion of the City, be used for any of the following purposes:

1. Transferred to the Replacement Account.

2. Transferred to the Redemption Account and used for the purchase of Bonds on the open market at not more than the fair market value thereof or used to redeem Bonds prior to maturity pursuant to this Ordinance.

3. Any other use permitted by law.

Section 15. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Account, and second to the Redemption Account.

Section 16. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds, may be invested by the City in United States of America obligations or in obligations the principal of and interest on which is fully guaranteed by the United States of America and any investments now or hereafter permitted by Act 94 or other controlling law. Investment of moneys in the Redemption Account or the Junior Lien Redemption Account being accumulated for payment of the next maturing principal or interest payment of the Bonds or of the Junior Lien Bonds shall be limited to obligations bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds or the Junior Lien Bonds. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which the purchase was made. Profit realized or interest income earned on investment of funds in the Funds established hereunder shall be deposited in or credited to the Fund having realized the profit or earned the interest (unless otherwise expressly provided in this Ordinance or as determined by the City), such deposit or credit to occur periodically but not less often than at the end of each fiscal year.

Section 17. Bond Proceeds. From the proceeds of the sale of the Series 2023 Bond there shall be immediately deposited in the Junior Lien Redemption Account an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2023 Bond. The balance of the proceeds of the sale of the Series 2023 Bond shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions

of Act 94, in an account designated 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Any unexpended balance of the proceeds of sale of the Series 2023 Bond remaining after completion of the Project in the Construction Fund may, at the discretion of the City, be used for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the Michigan Department of Treasury, if such permission is then required by law. Any remaining balance after such expenditure shall be paid to the Redemption Account and may be used for the purpose of purchasing the Series 2023 Bond on the open market at not more than the fair market value thereof, but not more than the price at which the Series 2023 Bond may next be called for redemption, or used for the purpose of paying principal of the Series 2023 Bond upon maturity or calling the Series 2023 Bond for redemption.

Section 18. Bond Form. The Series 2023 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF JACKSON

CITY OF JACKSON

WATER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023
(LIMITED TAX GENERAL OBLIGATION)

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($_____)

DATE OF ORIGINAL ISSUE: July 17, 2023

The CITY OF JACKSON, County of Jackson, State of Michigan (the "City"), for value received, hereby promises to pay, primarily out of the hereinafter described Net Revenues of the City's Water System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of one and seven-eighths (1.875%) per annum. Interest is first payable October 1, 2023 and semiannually thereafter and principal is payable on the first day of October commencing October 1, 2025 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___ (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

This bond is primarily a self-liquidating bond, payable, both as to principal and interest, primarily from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory second lien hereinbefore mentioned. As additional security, the Issuer has pledged its limited tax full faith and credit for payment of the principal of and interest on the bonds of this issue, which includes the Issuer's obligation to levy taxes, if necessary, within applicable constitutional, statutory and charter tax limitations.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by said Ordinance.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Jackson, County of Jackson, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF JACKSON

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

EGLE Project Number: 7537-01
EGLE Approved Amt: $_____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Maturity Date	Principal Amount
October 1, 2025	$375,000
October 1, 2026	381,000
October 1, 2027	389,000
October 1, 2028	396,000
October 1, 2029	403,000
October 1, 2030	411,000
October 1, 2031	419,000
October 1, 2032	427,000
October 1, 2033	435,000
October 1, 2034	443,000
October 1, 2035	452,000
October 1, 2036	460,000
October 1, 2037	469,000
October 1, 2038	478,000
October 1, 2039	487,000
October 1, 2040	496,000
October 1, 2041	505,000
October 1, 2042	515,000
October 1, 2043	525,000
October 1, 2044	535,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable October 1, 2023, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 19. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Ordinance.

(b) The City will keep proper books of record and account separate from all other records and accounts of the City, in which shall be made full and correct entries of all transactions relating to the System. The City shall have an annual audit of the books of record and account of the System for the preceding operating year made each year by an independent certified public accountant. The auditor shall comment on the manner in which the City is complying with the requirements of the Ordinance with respect to setting aside and investing moneys and meeting the requirements for acquiring and maintaining insurance. The audit shall be completed and so made available not later than six (6) months after the close of each operating year except as such period may be extended in conformance with the rules of the Michigan Department of Treasury.

(c) The City will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by municipalities engaged in the operation of water supply and Water System, including self-insurance. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of redeeming or purchasing Bonds.

(d) The City will not sell, lease or dispose of the System, or any substantial part, until all of the Bonds and Junior Lien Bonds have been paid in full, both as to principal and interest or provision made thereof as herein provided. The City will operate the System as economically as possible, will make all repairs and replacements necessary to keep the System in good repair and working order, and will not do or suffer to be done any act which would affect the System in such a way as to have a material adverse effect on the security for the Bonds and the Junior Lien Bonds.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate a System that will compete with the System and the City will not operate a system that will compete with the System.

(f) The City will cause the Project to be acquired and constructed promptly and in accordance with the plans and specification therefor.

Section 20. Additional Bonds. Except as hereinafter provided, the City shall not issue additional Bonds of equal or prior standing with any initial series of Bonds issued hereunder.

The right is reserved in accordance with the provisions of Act 94, to issue additional Bonds or Junior Lien Bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Bonds or Junior Lien Bonds but only for the following purposes and under the following terms and conditions:

(a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City, it shall be the duty of the City to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds. Bonds or Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the preceding twelve-month operating year shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds or Junior Lien Bonds and on the additional Bonds then being issued. If the additional Bonds or Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds or Junior Lien Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds or Junior Lien Bonds to be refunded from the proceeds of the additional Bonds or Junior Lien Bonds. For purposes of this subparagraph (b) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months prior to the date of delivery of the additional Bonds or Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months prior to the date of delivery of the additional Bonds or Junior Lien Bonds. Determination by the City as to existence of conditions permitting the issuance of additional Bonds or Junior Lien Bonds shall be conclusive. No additional Bonds or Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Account or the Redemption Account.

(c) For refunding a part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds including deposits which may be required to be made to a bond reserve account (if any) for such Bonds or Junior Lien Bonds. No additional Bonds or Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 21. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2023 Bond to the Authority because the Drinking Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market and the availability of grant funds and principal forgiveness. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2023 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2023 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2023 Bond for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2023 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2023 Bond contained in Section 18 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 22. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2023 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2023 Bond proceeds and moneys deemed to be Bond proceeds.

Section 23. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 24. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2023 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2023 Bond shall not exceed one and seven-eighths percent (1.875%) per annum, and the Series 2023 Bond shall mature in not more than twenty (20) annual installments.

Section 25. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 26. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 27. Publication and Recordation. This Ordinance shall be published in full in the *Citizen Patriot*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 28. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 25th day of May, 2023.

Signed_____
Mayor

Signed_____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Jackson, County of Jackson, Michigan, at a regular meeting held on May 23, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance: _____ and that the following Members voted against adoption of said Ordinance: _____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

_____
City Clerk

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CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **Water and Sewer Rate Resolution**

Recommendation:

Approval of Water and Sewer Rate Resolution for fiscal years 2023/24 and 2024/25.

Attached is a memo from Michael G. Osborn, Director of Public Works, regarding the water and sewer rate resolution for fiscal years 2023/24 and 2024/25.

I recommend approval of the water and sewer rate resolution as presented. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: May 23, 2023

RECOMMENDATION: **Approval of Water and Sewer Rate Resolution for fiscal years 2023/24 and 2024/25.**

SUMMARY

The City of Jackson Water and Sewer System is requesting an 8% increase in water rates and a 6% increase in sewer rates for the fiscal years 2023/2024 and 2024/2025. Baker Tilly Municipal Advisors, LLC, has calculated the water and sewer rates, to provide adequate funding for the water and sewer systems, including treatment facilities, collection and distribution systems, compliance with the Lead & Copper Rule, capital improvement projects, and losses in billable volumes. The proposed rate schedule provides for capital funding and lead service line replacement funding while maintaining secure balances in the water and sewer operation and maintenance funds.

BUDGETARY CONSIDERATIONS

This increase in water utility rates was calculated based on the projected budgets for 2023/24 and 2024/25 from each Water Department Fund activity, the Water Asset Management Plan Reserve Funding, lead service line replacement expenses, and the losses in the billable volume by the Water System's largest user. In addition, this increase will fund the replacement and maintenance of our water systems aging infrastructure, increases in treatment chemical costs, and other rising operational costs.

This increase in sewer utility rates was calculated based on the projected budgets for 2023/24 and 2024/25 from each Sewer Department Fund activity and the significant deficiencies found during the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management and Wastewater (SAW) Grant, completed by Fishbeck, Thompson, Carr & Huber in December 2020. Requiring necessary capital improvements at the Wastewater Treatment Plant and throughout the Collection System to replace and update the aging infrastructure.

HISTORY, BACKGROUND and DISCUSSION

These revenues will be used to address current and future system requirements, including water and sewer work under the streets, treatment plant and pumping station improvements, and the losses in billable volumes by the Water System's largest user. In addition, these revenues will be used to comply with the State of Michigan's Lead & Copper Rule by replacing lead water service lines throughout the City's water system.

The two most significant impacts to the City Water Fund are the mandate to comply with the State of Michigan Safe Drinking Water Act, Lead & Copper Rule, and the substantial losses in billable volume when its largest user on the system decreases their usage volume by 80 percent.

Through the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management, and Wastewater (SAW) Grant, the City was able to review in detail the Wastewater Treatment Plant and Wastewater Collection System assets. During this review, it has been determined there are

significant deficiencies requiring capital improvements at the Wastewater Treatment Plant and throughout the Collection System.

The City of Jackson's water and sewer rates were last adjusted in the fiscal year 2022/2023, and while we have rising operation and maintenance costs, capital costs continue to outpace inflation. Capital costs include water main improvements, sewer main improvements, water and sewer pumping station upgrades, water tower maintenance, and water and wastewater treatment plant upgrades and improvements. In addition to these costs, the City Water System must begin funding the lead service line replacements and faces substantial losses in billable volumes.

The only method of funding water and sewer system operations, maintenance, and capital improvements is through water and sewer system user fees, in order to keep up with system costs, including capital improvement costs and Lead & Copper Rule compliance, it can become necessary to increase user fees accordingly. Consideration must be given to the age and condition of the City's existing infrastructure, and the costs related to maintaining and improving the same.

POSITIONS

It is recommended to approve the proposed water and sewer rate resolution as presented for the 2023/2024 and 2024/2025 fiscal years.

ATTACHMENTS

RESOLUTION

BY THE CITY COUNCIL:

BE IT RESOLVED by the City Council, on May 23, 2023, pursuant to the authority conferred upon it by the Charter of the City of Jackson, Chapter 27, Article IV, Section 27-107 and 27-108 and Article VI, Section 27-186 of the City Code, that the rate schedules for FY 2023/24 and FY 2024/25 for all user charges billed by the City of Jackson Utility Billing Office shall be effective for all water and wastewater billings after June 30, 2023, and June 30, 2024, as follows:

1. Utility bills for water and wastewater shall be based on quarterly and/or monthly meter readings and billed quarterly and/or monthly.

2.(a) For the purpose of reading meters and rendering bills for service the City Manager, shall divide the City into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The reading, billing, and due date of the four districts being as follows:

District	Read & Billing	Due Date	Past Due & Final Notice	Non-Pay** Shut-off
No. 1	January	February 20	March	April 7
	April	May 20	June	July 7
	July	August 20	September	October 7
	October	November 20	December	January 7
No. 2	February	March 20	April	May 7
	May	June 20	July	August 7
	August	September 20	October	November 7
	November	December 20	January	February 7
No. 3	March	April 20	May	June 7
	June	July 20	August	September 7
	September	October 20	November	December 7
	December	January 20	February	March 7
No. 4	Monthly	Monthly	Monthly	Monthly

**(60 days past due)

**Non-pay shutoffs will begin after the 6th day of the month or after the bill is thirty (30) days past due. (See paragraph 11 of this resolution.)

INSIDE THE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

3. City water service charges will be based on the following rate schedules:

a. Billing Charge:
All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$6.32 per bill	$6.83 per bill

b. Readiness Charge:
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.34084	0.36811
3/4"	0.51123	0.55213
1"	0.85206	0.92022
1 1/2"	1.70412	1.84045
2"	2.72660	2.94473
3"	5.11239	5.52138
3" Turbine	5.96444	6.44160
4"	8.52063	9.20228
4" Turbine	10.22476	11.04274
6"	17.04123	18.40453
6" Turbine	21.30155	23.00567
8"	27.26599	29.44727
10" Turbine	49.41961	53.37318

c. Commodity Charge:
All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$4.51	$4.87

ANNUAL CHARGES FOR
UNMETERED FIRE LINE SERVICES

4. Automatic sprinkling system and/or other unmetered fire service connections for lines which are directly connected to the City water distribution system shall be subject to the following "ready-to-serve" charges:

Service Size	FY 2023/24	FY 2024/25
2" or smaller	46.98713	50.74610
4"	93.97427	101.49221
6"	187.93417	202.96890
8"	234.92132	253.71503
Over 8"	281.90845	304.46113

This service is available to metered water customers only.

OUTSIDE THE CITY WATER RATES

5. Persons, firms or corporations owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system not otherwise covered by contract, shall be subject to double rates, except that:

a. Charges as are required above for ready-to-serve fire sprinkler connections or other unmetered fire service connections shall be the same regardless of whether the property is inside or outside the City limits; and

b. Single rate charges shall apply to any publicly owned facilities operated within a public park, a portion of which is within the City's borders.

6. City wastewater service charges shall be based upon the following schedules:

a. Billing Charge:
All user classifications shall be subject to a billing charge for meter reading and bill processing and other customer services. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$8.52 per bill	$9.03 per bill

b. Readiness Charge:
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	FY 2023/24		FY 2024/25	
Meter Size	Daily Charge	OCDR*	Daily Charge	OCDR*
5/8"	0.07453	0.14909	0.07900	0.15804
3/4"	0.11182	0.22362	0.11853	0.23704
1"	0.18635	0.37270	0.19753	0.39506
1 1/2"	0.37270	0.74540	0.39506	0.79012
2"	0.59631	1.19264	0.63209	1.26420
3"	1.11812	2.23620	1.18521	2.37037
3" Turbine	1.30445	2.60891	1.38272	2.76544
4"	1.86351	3.72699	1.97532	3.95061
4" Turbine	2.23620	4.47241	2.37037	4.74075
6"	3.72699	7.45398	3.95061	7.90122
6" Turbine	4.65874	9.31748	4.93826	9.87653
8"	5.96318	11.92639	6.32097	12.64197
10" Turbine	10.80829	21.61659	11.45679	22.91359

*Outside City Double Rate

c. Commodity Charge:
All user classifications shall be subject to a commodity charge for recovering the costs of sewer system operation and maintenance, and replacement of equipment. The user's commodity charge shall be based on the volume of wastewater discharged during the current billing period.

Commodity Rates	**Wastewater**	**Wastewater**
(Rates shown per 100 cu.ft.)	**FY 2023/24**	**FY 2024/25**
All Consumption	$2.45	$2.60

EXTRA STRENGTH CHARGES FOR ALL CLASSES INSIDE & OUTSIDE THE CITY

7. Extra strength charges apply to all users - residential, commercial and industrial. For recovering the cost of treating wastewater which is permitted for discharge into the City wastewater treatment facilities, but which has extra strength properties, a surcharge shall be assessed upon the user as follows for FY 2023/24 & FY 2024/25

a. $0.7000 per pound of Suspended Solids when Suspended Solids concentration is greater than 160 mg/l.

b. $0.1400 per pound of BOD_5 when the BOD_5 concentration is greater than 200 mg/l.

c. $0.1400 per pound of COD when the COD concentration is greater than 400 mg/l.

d. $0.2500 per pound of TKN when the TKN concentration is greater than 40 mg/l.

e. $0.2500 per pound of Ammonia-N when the Ammonia-N concentration is greater than 20 mg/l.

f. $5.0100 per pound of total Phosphorus when the total Phosphorus concentration is greater than 4.3 mg/l.

* If a user's discharge is surcharged for BOD_5, that user's discharge shall not at the same time be surcharged for COD.

** If a user's discharge is surcharged for Ammonia-N that user's discharge shall not at the same time be surcharged for TKN.

OUTSIDE THE CITY WASTEWATER RATES

8. Persons, firms or corporations owning or occupying premises outside the City of Jackson which discharge wastewater to the City wastewater treatment facilities, not otherwise covered by a service agreement, shall be subject to service charges as follows:

a. If the discharge passes through the City's wastewater collection system prior to treatment and the individual user has a City-read meter, the service charges shall be the same as the City service charges set forth in paragraphs 6 and 7 of this resolution, except that the readiness to serve charge, to cover the user's share of the debt service, shall be double that for City users.

b. If the discharge passes through the City's wastewater collection system and is unmetered, the service charges shall be determined by the following:

	FY 2023/24		**FY 2024/25**	
Commodity Charge per *Facility Unit of:	$65.67	per bill	$69.61	per bill
Billing Charge of:	$8.52	per bill	$9.03	per bill

Plus double the City readiness charge for the equivalent size meter. (For unmetered accounts inside the City, the readiness charge will equal the City rate.)

* For purpose of this resolution, a "facility unit" means the amount of wastewater discharge from a residential dwelling. The City Manager may determine the number of facility units attributable to a service according to standard discharges from wastewater contributors therein.

OTHER CHARGES

9. Additional charges equal to the actual expense incurred by the City shall be billed to and paid by any user when it is necessary to collect and analyze wastewater samples discharged by the user, to remove or treat prohibited material discharged by the user, or to clean or repair wastewater facilities or any part thereof as a result of the user's discharge.

10. All water and wastewater bills shall be subject to a late charge of 10 percent if payment is not received in the office of the City Treasurer on or before the due date thereof.

11. In case any person shall, for the space of thirty (30) days after its water and wastewater service bill has become due and payable, refuse or neglect to pay the same, it shall be the duty of the City Manager to cause the water and/or wastewater service to be discontinued. Service shall not be restored until all arrears in water and wastewater service charges are paid in full, together with Thirty Five and 00/100 Dollars ($35.00) to cover expenses of office and/or field procedures associated with final notices for shutting off and/or turning on the water. The $35.00 charge will also be assessed when the Department attempts but is unable to turn the water off after the account is 30 days in arrears. If the turn on is not during regular working hours, the cost will include both the Thirty Five and 00/100 ($35.00) charge plus the charge for overtime calls made by the Water Department. All past due water and wastewater bills shall be collected as provided by law.

12. In the event the City adds an interest/late charge to any unpaid delinquent invoice for water and wastewater related services, it shall be added as an assessable cost when and if said invoice is placed on a special assessment roll by the City Clerk.

13. This resolution, upon its effective date, shall supersede and repeal all prior resolutions establishing or amending water and wastewater service charges to the extent each conflicts herewith.

14. This resolution shall take effect May 23, 2023, provided it has been published in accordance with the provisions of Chapter 27 of the Code of the City of Jackson.

* * * * *

STATE OF MICHIGAN)
COUNTY OF JACKSON) ss
CITY OF JACKSON)

I, Andrea Muray, 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 City Council on May 23, 2023.

IN WITNESS WHEREOFF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, this 24th day of May, 2023.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

BLACKMAN TOWNSHIP
Contract District Customer
Effective for all water billings after June 30, 2023

Blackman water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)
All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$10.11 per bill	$10.93 per bill

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.54534	0.58898
3/4"	0.81797	0.88341
1"	1.36330	1.47235
1 1/2"	2.72659	2.94472
2"	4.36256	4.71157
3"	8.17982	8.83421
3" Turbine	9.54310	10.30656
4"	13.63301	14.72365
4" Turbine	16.35962	17.66838
6"	27.26597	29.44725
6" Turbine	34.08248	36.80907
8"	43.62558	47.11563
10" Turbine	79.07138	85.39709

c. Commodity Charge: (City rates x 125%)
All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$5.64	$6.09

LEONI TOWNSHIP
Contract District Customer
Effective for all water billings after June 30, 2023

Leoni water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 175%)
All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$11.06 per bill	$11.95 per bill

b. Readiness Charge: (City rates x 175%)
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.59647	0.64419
3/4"	0.89465	0.96623
1"	1.49111	1.61039
1 1/2"	2.98221	3.22079
2"	4.77155	5.15328
3"	8.94668	9.66242
3" Turbine	10.43777	11.27280
4"	14.91110	16.10399
4" Turbine	17.89333	19.32480
6"	29.82215	32.20793
6" Turbine	37.27771	40.25992
8"	47.71548	51.53272
10" Turbine	86.48432	93.40307

c. Commodity Charge: (City rates x 175%)
All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$7.89	$8.52

SUMMIT TOWNSHIP
Contract District Customer
Effective for all water billings after June 30, 2023

Summit water service charges will be based on the following rate schedules:

a. Billing Charge: (Same as City rate)
All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$6.32 per bill	$6.83 per bill

b. Readiness Charge: (Same as City rate)
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.34084	0.36811
3/4"	0.51123	0.55213
1"	0.85206	0.92022
1 1/2"	1.70412	1.84045
2"	2.72660	2.94473
3"	5.11239	5.52138
3" Turbine	5.96444	6.44160
4"	8.52063	9.20228
4" Turbine	10.22476	11.04274
6"	17.04123	18.40453
6" Turbine	21.30155	23.00567
8"	27.26599	29.44727
10" Turbine	49.41961	53.37318

c. Commodity Charge: (City rates x 137.5%)
All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$6.20	$6.70

OUTSIDE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS
Effective for all water billings after June 30, 2023

As noted in paragraph 5 of this resolution, all users owning or occupying premises outside the City of Jackson whom receive their water supply from the City water distribution system, not otherwise covered by contract, shall be subject to double rates.

Outside City water rates will be based on the following rate schedules:

a. Billing Charge: (City rate x 200%)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$12.64 per bill	$13.66 per bill

b. Readiness Charge: (City rates x 200%)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.68168	0.73622
3/4"	1.02246	1.10426
1"	1.70412	1.84044
1 1/2"	3.40824	3.68090
2"	5.45320	5.88946
3"	10.22478	11.04276
3" Turbine	11.92888	12.88320
4"	17.04126	18.40456
4" Turbine	20.44952	22.08548
6"	34.08246	36.80906
6" Turbine	42.60310	46.01134
8"	54.53198	58.89454
10" Turbine	98.83922	106.74636

c. Commodity Charge: (City rates x 200%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$9.02	$9.74

MICHIGAN DEPT. OF CORRECTIONS
Contract District Customer
Effective for all water billings after June 30, 2023

Michigan Dept. of Corrections water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)
All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2023/24	FY 2024/25
$10.11 per bill	$10.93 per bill

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)
All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2023/24	Daily Charge FY 2024/25
5/8"	0.54534	0.58898
3/4"	0.81797	0.88341
1"	1.36330	1.47235
1 1/2"	2.72659	2.94472
2"	4.36256	4.71157
3"	8.17982	8.83421
3" Turbine	9.54310	10.30656
4"	13.63301	14.72365
4" Turbine	16.35962	17.66838
6"	27.26597	29.44725
6" Turbine	34.08248	36.80907
8"	43.62558	47.11563
10" Turbine	79.07138	85.39709

c. Commodity Charge: (City rates)
All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates *(Rates shown per 100 cu.ft.)*	Water FY 2023/24	Water FY 2024/25
All Consumption	$4.51	$4.87

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: May 23, 2023

SUBJECT: **Approve a Resolution of Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-East Division**

Recommendation:

> **Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-East Division to Bailey Excavating of Jackson, Michigan at a cost of $5,268,528.26, and authorization for the City Clerk to execute the appropriate document(s).**

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

I recommend approval. Your consideration and concurrence is appreciated.

JD/sms

T:\2022 Projects\22-02_FOUR INCH WATER MAIN REPLACEMENTS\DIVISION EAST_ARNOLD, BURR, DEYO, DWIGHT & EAST\2_DESIGN AND PRECON\PROPOSAL & LETTING\22-02_DWSRF PHASE 1 WATER MAIN REPLACEMENTS_EAST DIVISION_Bid Award Cover Memo.docx

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: May 23, 2023

RECOMMENDATION: **Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-East Division to Bailey Excavating of Jackson, Michigan at a cost of $5,268,528.26, and authorization for the City Clerk to execute the appropriate document(s).**

SUMMARY

On April 19, 2023 bids were opened in the Purchasing Department for the DWSRF Phase 1 Water Main Replacement-East Division contract.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $4,541,477.25. Bids were as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$5,268,528.26
Dunigan Brothers, Inc., Jackson, MI	$5,495,000.82

This project will be paid out of the following funds:

Local Street Funds	$1,966,340.79
Water Funds	$2,295,116.43
Sewer Funds	$1,007,071.04

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
Bailey Excavating	25	25	25	15	10	100
Dunigan Brothers	23.97	25	25	15	10	98.97

HISTORY, BACKGROUND and DISCUSSION

The City has approximately 169 miles of water mains of which over 100 miles are still old cast iron water mains. Over 6 miles of water mains are 4-inch cast iron pipes.

DISCUSSION OF THE ISSUE

The streets in the east division are: Arnold Street: Cooper Street to east end; Burr Street: Cooper Street to Waterloo Avenue; Deyo Street: Elm Avenue to Gorham Street; and Dwight Street: Chapin Street to Tyson Street. Each of these streets will have the existing 4-inch water main replaced with an 8-inch water main, the street reconstructed and some of the streets will have the sanitary sewer replaced.

City Council received the Engineer's Reports for each of these streets on October 12, 2021, and City Council held Public Hearings of Necessity on November 9, 2021. The Public Hearings to approve the assessment rolls will be held on July 11, 2023.

POSITIONS

I am requesting the attached resolution for tentative award of the DWSRF Phase 1 Water Main Replacement-East Division contract to Bailey Excavating of Jackson, Michigan, at a cost of $5,268,528.26, be approved by City Council and the City Clerk be authorized to execute the appropriate document(s).

JHD/sms

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on _____, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements as the DWSRF Phase 1 Water Main Replacement-East Division and has received a low bid in the amount of $5,268,528.26 from Bailey Excavating, Inc.; and

WHEREAS, the project engineer, Hubbell, Roth & Clark, Inc., has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson tentatively awards the contract for construction of the proposed water system improvements project to Bailey Excavating, Inc., contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on May 23, 2023. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

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: May 23, 2023

SUBJECT: **Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement Contract, East Division**

Recommendation:

> **Approve Change Order 1 to the DWSRF Phase 1 Water Main Replacements East Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change.**

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 to the DWSRF Phase 1 Water Main Replacements contract.

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

JG

Attachments

T:\2022 Projects\22-02_FOUR INCH WATER MAIN REPLACEMENTS\DIVISION EAST_ARNOLD, BURR, DEYO, DWIGHT & EAST\3_CONSTRUCTION\CONTRACT MODS\CHANGE ORDER 1_CONTRACT DOCS\ENG22-02_EAST_CO1_BOILER PLATE CHGS_COV MEMO.docx

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: May 23, 2023

RECOMMENDATION: Approve Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacements East Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.

SUMMARY

The attached Change Order 1 will update federal boilerplate language that was included in the contract to meet current requirements. A few pages that were included in the bid documents have been found to be out of date. This change order will correct that deficiency.

BUDGETARY CONSIDERATIONS

The current contract amount is $5,268,528.26. There is no change in the contract amount as a result of this change order.

HISTORY, BACKGROUND and DISCUSSION

Previously, City Council approved a Resolution for Tentative Award for the Drinking Water State Revolving Fund (DWSRF) East Division Contract for water main, sanitary sewer and street construction on Arnold Street, Burr Street, Deyo Street and Dwight Street.

DISCUSSION OF THE ISSUE

Bids for the subject contract were taken on April 19, 2023. Since that time, the Michigan Department of Environment, Great Lakes and Energy has provided notice that two requirements of the federal boilerplate language that was included in the proposal are out of date and require this change order to correct. The two contract changes included in this change order are as follows:

1) The subject project qualifies for a waiver of the Build America Buy America (BABA) requirements for the procurement of iron and steel construction materials. As such, these requirements are removed from the contract.

2) Language relating to federal requirements for telecommunication was not included in the proposal when the contract was let. This change order adds that language to the contract.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

CHANGE ORDER NO. 1
To Contract for
ENG22-02 DWSRF PHASE 1 WATER MAIN REPLACEMENTS, EAST DIVISION
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 5,268,528.26**
CHANGE ORDER NO. 1	**$ 0.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 5,268,528.26**

REASON FOR CHANGE:

The contract amount is unchanged by the Change Order. However, the contract is modified as follows:

1. The *Build America, Buy America Contract Language* (EQP1451 Rev 9/2022) on page 4 of 92 of the proposal is removed from the contract.

2. The attached *Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment* (single page, EQP1451 Rev. 3/2023) is hereby added to the contract documents.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc. Date:

ACCEPTED BY:

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

ACCEPTED BY:

Jonathan Greene, City Manager Date:

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **Approve a Resolution of Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-West Division**

Recommendation:

> **Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-West Division to Bailey Excavating of Jackson, Michigan at a cost of $3,865,829.50, and authorization for the City Clerk to execute the appropriate document(s).**

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

I recommend approval. Your consideration and concurrence is appreciated.

JD/sms

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: May 23, 2023

RECOMMENDATION: **Approve a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement-West Division to Bailey Excavating of Jackson, Michigan at a cost of $3,865,829.50, and authorization for the City Clerk to execute the appropriate document(s).**

SUMMARY

On April 19, 2023 bids were opened in the Purchasing Department for the DWSRF Phase 1 Water Main Replacement-West Division contract.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $3,246,209.27. Bids were as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$3,865,829.50

This project will be paid out of the following funds:

Local Street Funds	$1,235,013.11
Water Funds	$1,395,234.40
Sewer Funds	$1,235,581.99

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
Bailey Excavating	25	25	25	15	10	100

HISTORY, BACKGROUND and DISCUSSION

The City has approximately 169 miles of water mains of which over 100 miles are still old cast iron water mains. Over 6 miles of water mains are 4-inch cast iron pipes.

DISCUSSION OF THE ISSUE

The streets in the west division are: Biddle Street: Greenwood Avenue to Williams Street; Grinnell Street: Norfolk Street to Wildwood Avenue; McBride Street: Fourth Street to First Street; and Williams Street: Biddle Street to Wilkins Street. Each of these streets will have the existing 4-inch water main replaced with an 8-inch water main, the street reconstructed and some of the streets will have the sanitary sewer replaced.

City Council received the Engineer's Reports for each of these streets on October 12, 2021, and City Council held Public Hearings of Necessity on November 9, 2021. The Public Hearings to approve the assessment rolls will be held on July 11, 2023.

POSITIONS

I am requesting the attached resolution for tentative award of the DWSRF Phase 1 Water Main Replacement-West Division contract to Bailey Excavating of Jackson, Michigan, at a cost of $3,865,829.50, be approved by City Council and the City Clerk be authorized to execute the appropriate document(s).

JHD/sms

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on _____, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements as the DWSRF Phase 1 Water Main Replacement-West Division and has received a low bid in the amount of $3,865,829.50 from Bailey Excavating, Inc.; and

WHEREAS, the project engineer, Hubbell, Roth & Clark, Inc., has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson tentatively awards the contract for construction of the proposed water system improvements project to Bailey Excavating, Inc., contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on May 23, 2023. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

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: May 23, 2023

SUBJECT: **Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacements Contract, West Division**

Recommendation:

> **Approve Change Order 1 to the DWSRF Phase 1 Water Main Replacements West Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.**

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 to the DWSRF Phase 1 Water Main Replacements West Division contract.

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

JG

Attachments

T:\2022 Projects\22-02_FOUR INCH WATER MAIN REPLACEMENTS\DIVISION WEST_BIDDLE, GRINNELL, McBRIDE & WILLIAMS\3_CONSTRUCTION\CONTRACT MODS\CO1_CONTRACT LANGUAGE\ENG22-02_WEST_CO1_BOILER PLATE CHGS_COV MEMO.docx

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: May 23, 2023

RECOMMENDATION: Approve Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacements, West Division contract with Bailey Excavating, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.

SUMMARY

The attached Change Order 1 will update federal boilerplate language that was included in the contract to meet current requirements. A few pages that were included in the bid documents have been found to be out of date. This change order will correct that deficiency.

BUDGETARY CONSIDERATIONS

The current contract amount is $3,865,829.50. There is no change in the contract amount as a result of this change order.

HISTORY, BACKGROUND and DISCUSSION

Previously, City Council approved a Resolution for Tentative Award for the Drinking Water State Revolving Fund (DWSRF) West Division Contract for water main, sanitary sewer and street construction on Biddle Street, Grinnell Street, McBride Street and Williams Street.

DISCUSSION OF THE ISSUE

Bids for the subject contract were taken on April 19, 2023. Since that time, the Michigan Department of Environment, Great Lakes and Energy has provided notice that two requirements of the federal boilerplate language that was included in the proposal are out of date and require this change order to correct. The two contract changes included in this change order are as follows:

1) The subject project qualifies for a waiver of the Build America Buy America (BABA) requirements for the procurement of iron and steel construction materials. As such, these requirements are removed from the contract.

2) Language relating to federal requirements for telecommunication was not included in the proposal when the contract was let. This change order adds that language to the contract.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

CHANGE ORDER NO. 1
To Contract for
ENG22-02 DWSRF PHASE 1 WATER MAIN REPLACEMENTS, WEST DIVISION
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 3,865,829.50**
CHANGE ORDER NO. 1	**$ 0.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 3,865,829.50**

REASON FOR CHANGE:

The contract amount is unchanged by the Change Order. However, the contract is modified as follows:

1. The *Build America, Buy America Contract Language* (EQP1451 Rev 9/2022) on page 4 of 93 of the proposal is removed from the contract.

2. The attached *Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment* (single page, EQP1451 Rev. 3/2023) is hereby added to the contract documents.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc. Date:

ACCEPTED BY:

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

ACCEPTED BY:

Jonathan Greene, City Manager Date:

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **Resolution for approval of the tentative contract award to Monroe Plumbing & Heating Co. of Monroe MI, for the construction of the Drinking Water State Revolving Fund, Fiscal Year 2023 Improvements project.**

Recommendation:

Approve a resolution for the tentative contract award to Monroe Plumbing & Heating Co. of Monroe, MI in the amount of $1,476,000 for the construction of the Drinking Water State Revolving Fund, Fiscal Year 2023 Improvements project.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 23, 2023

RECOMMENDATION: Approve a resolution for the contract award to Monroe Plumbing & Heating Co. of Monroe MI, in the amount of $1,476,000 for the construction of the Drinking Water State Revolving Fund (DWSRF), Water Treatment Plant Fiscal Year 2023 Improvements project.

SUMMARY

On June 14, 2022, the City Council adopted the resolution for the water system improvements final project plan as part of the City's DWSRF loan application this application included necessary improvements at the City's Water Treatment Plant. The DWSRF project plan went out for public bids on March 8, 2023, to move forward with the construction phase of the project. The City received bids from two contractors for this project. It was determined in the evaluation process that Monroe Plumbing & Heating Co. of Monroe MI is the lowest responsive, responsible bidder capable of performing the work at a cost of $1,476,000. In order to proceed with construction phase of this project the resolution for the tentative contract award requires the approval of City Council.

BUDGETARY CONSIDERATIONS

The DWSRF Fiscal Year 2023 Improvements project bids were as follows:

Company	Bid
Monroe Plumbing & Heating Co., Monroe, MI	$ 1,476,000
Allied Mechanical Services, Inc., Grand Rapids, MI	$ 1,609,879

The $1,476,000 in funding for the contract for DWSRF Fiscal Year 2023 Improvements with Monroe Plumbing & Heating Co., will be paid for using the State of Michigan's Drinking Water State Revolving Fund loan program along with grant funding and principal forgiveness.

Bid evaluation criteria are part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Monroe Plumbing & Heating Co.	25	23	25	15	10	98
Allied Mechanical Services, Inc.	15	23	22.75	15	6.67	82.42

HISTORY, BACKGROUND and DISCUSSION

The DWSRF is a low interest loan-financing program with possible principal forgiveness that assists qualified municipalities with the construction and improvements to the Water Treatment Plant's infrastructure. On June 14, 2022, the City Council adopted the resolution for the water system improvements final project plan as part of the City's DWSRF loan application. As part of the State of Michigan's DWSRF Intended Use Plan for Fiscal Year 2023 released in October 2022, the City was within the fundable range to take advantage of this program with grant funding and principal forgiveness.

In March of 2023, bids were solicited for the DWSRF Fiscal Year 2023 Improvements project to include the proper metering of decant water returned from the lime lagoons to increase cost savings. Replacement of the lime and soda ash fill lines as they have been repaired many times and are original to the building. The addition of mixers to both City owned water towers to help protect the inside coating from ice damage and to prevent stagnation and aging water. The replacement of the cast iron drain lines in most of the WTP are also original to the building and have begun deteriorating due to age. They are starting to break and leak in the plant causing water to leak onto valuable equipment causing irreplaceable damage. Finally adding soft starters to sixteen of the plants wells to prevent damage during the startup of the wells.

Bids were received from two contractors, through the evaluation process it was determined that the lowest responsible bidder is Monroe Plumbing and Heating Co., and they should receive the tentative contract award in the amount of $1,476,000. Utilizing the DWSRF loan program provides the City's Water Treatment Plant with the opportunity to make much-needed upgrades to their aging facility at a reduced cost using the loans available grant funding and principal forgiveness. These major system improvements at the City's Water Treatment Plant will increase equipment life, reduce operation and maintenance demand, and provide a greater level of reliability for the City's Water Treatment Plant and the connected communities that utilize our system.

POSITIONS

Approve the resolution for the tentative contract award to Monroe Plumbing & Heating Co., in the amount of $1,476,000 for the construction of the DWSRF, Fiscal Year 2023 Improvements project.

JACKSON
Founded 1829

BID TABULATION
FOR
DRINKING WATER STATE REVOLVING FUND (DWSRF)
FY 2023 IMPROVEMENTS
MAY 2, 2023

		MONROE PLUMBING AND HEATING COMPANY 506 COOPER STREET MONROE, MI 48161	**ALLIED MECHANICAL SERVICES, INC.** 5688 EAST ML AVE. KALAMAZOO, MI 49048
Line	**Description**	**BID AMOUNT**	**BID AMOUNT**
BASE BID	Tank Mixers", furnish and install tank mixers as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "SoftStart Motor Controllers", as specified in Division 40 Section "Instrumentation and Control for Process Systems", as specified in Division 46 Section "Tank Mixing Systems", and as indicated on Drawings, P101, E101, and E102.	$ 156,000.00	$ 174,691.00
ALTERNATE 1	"Return Flow Meter", furnish and install return flow meter, meter appurtenances, and meter related piping as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "Soft-Start Motor Controllers", as specified in Division 40 Sections "Process Piping Systems", "Process Valves", and "Instrumentation and Control for Process Systems", and as indicated on Drawings, P102 and E103.	$ 36,000.00	$ 57,507.00
ALTERNATE 2	"Lime and Soda Ash Fill Line Replacement", demolish and replace lime and soda ash lines as specified in Division 05 Section, "Aluminum Railings", Division 09 Section "Painting", Division 40 Section "Process Piping Systems", and as indicated on Drawing, P103.	$ 292,000.00	$ 254,120.00
ALTERNATE 3	"Basement Drain Replacement and Separation", demolish and replace basement drains and separate sewage lines from basement drains as specified in Division 02 Section, "Selective Demolition", Division 03 Section, "Cast-In-Place Concrete", Division 40 Section "Process Piping Systems", and as indicated in Drawings, M101 and M102.	$ 229,000.00	$ 355,183.00
ALTERNATE 4	"Well Motor Starter Replacement", replace existing well motor starter with soft motor starter units as specified in Division 26 all Sections and as indicated in Drawings E104, E105, and E106.	$ 763,000.00	$ 768,378.00

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

May 11, 2023
Project No. 221854

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

City of Jackson DWSRF FY 2023 Improvements
Contractor Award Recommendation

The City of Jackson received bids for the DWSRF FY 2023 Improvements project on May 2, 2023. Two bids were received with the total bids ranging from $1,476,000 to $1,609,879. A tabulation of the bids is attached. Monroe Plumbing and Heating Company was the apparent low bidder. The two bids differed by $133,879, or approximately 9.1% of the cost of the low bid. The engineer's estimate was $1,230,000 in June 2022 when the project plan was submitted. The majority of the difference between the estimate and bids is due to an escalation in the cost of electrical equipment since the submittal of the project plan.

An evaluation of the low bidders was conducted to verify qualifications to successfully complete the project. On May 9, 2023, virtual interviews were held with the two bidders. During the interviews, the cost breakdown, subcontractors, and project schedule for the project were discussed with Monroe Plumbing and Heating Company and Allied Mechanical Services, Inc. During the interviews, both bidders demonstrated good understanding of the project and a good approach to the construction.

Fishbeck has experience working with both bidders on previous projects. Both have reputations for doing good work and being reasonable in their approach to construction claims. It is our understanding that Monroe Plumbing and Heating Company has done work for the City of Jackson in the past, including work at the Water Treatment Plant, where the majority of the work will be done. Monroe is understood to be in good standing with the City.

Based on our evaluation we find that both bidders are qualified to complete the work. As such, we recommend that the City award the project to the low bidder, Monroe Plumbing and Heating Company in the amount of $1,467,000.

Monroe Plumbing and Heating Company indicated a willingness to execute a contract with the City to complete the work for their stated bid price.

If you have any questions or require additional information, please contact me at 616.464.3825 or cmccorkle@fishbeck.com.

Sincerely,

Colin McCorkle

Colin McCorkle, PE
Senior Water and Wastewater Engineer

Attachment
By email

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Monroe Plumbing and Heating Company
506 Cooper Street
Monroe, Mi 48161

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

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):
City of Jackson

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:
5% of accompanying bid

PROJECT (Name, location or address, and Project number, if any):
Jackson Water Treatment Plant DWSRF Improvements
740 E Mansion St, Jackson, MI 49203

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 (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May 2023

Kathryn Bygrall
(Witness)

Bonnie Jakes
(Witness)

Monroe Plumbing and Heating Company
(Principal) *(Seal)*

(Title) President

THE CINCINNATI INSURANCE COMPANY
(Surety) *(Seal)*

Carol D.B. Whitton
(Title)
Carol D.B. Whitton - Attorney - In- Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles O. Howey; Reba S. Wilkins; Carol Whitton; Bonnie J. Pabis and/or Mark Revesz

of Woodhaven, Michigan
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 2nd day of May, 2023.

BN-1457 (3/21)

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

March 30, 2023

INVITATION TO BID

The City of Jackson will receive sealed bids for the DRINKING WATER STATE REVOLVING FUND (DWSRF) FY 2023 IMPROVEMENTS project until 1:00:00 PM local time on TUESDAY, MAY 2, 2023 at the offices of the Purchasing Department, 161 W. Michigan Avenue, 10th Floor, Jackson, Michigan. Bids will be publicly opened at 2:00 PM.

The work includes the following partial listing of items with approximate quantities:

1.Furnishing and installation of tank mixers at the City's elevated tanks.
2.Furnishing and installation of a return flow meter in the basement of the treatment plant.
3.Replacement of the lime and soda ash fill lines.
4.Modification of drain piping to separate the sanitary system from the floor drains in the basement of the plant.
5.Installation of soft starters on the City's well pump motors.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms from the city's website at http://www.cityofjackson.org/rfq.

Prospective bidders are invited to attend a pre-bid meeting on TUESDAY, APRIL 18, 2023 at 10:00:00 AM, *JACKSON WATER TREATMENT PLANT, 740 E. MANSION STREET, JACKSON, MI 49203.*

Any questions concerning contract documents or specifications will be addressed at this meeting. This will give companies contemplating submitting a bid a chance to examine the locations of the proposed service/goods and receive interpretations of the contract documents.

The City of Jackson does not discriminate on the basis of race, religion or national origin, color, age, sex, height, weight, marital status, and physical or mental handicap as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson
By
Heather Ehnis, Purchasing Agent

CHECKLIST FOR BID SUBMITTAL

✓ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

✓ PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

✓ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: MN8KKGL4MML5 if you have received it.

PROPOSAL

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

Date: 5/2/23

In compliance with your invitation for bids dated **March 8, 2023** to perform **DRINKING WATER STATE REVOLVING FUND (DWSRF) FY 2023 IMPROVEMENTS** in the City of Jackson, the undersigned, a(n)

1. individual, resident of NA
   doing business as _____
   at _____
2. partnership, consisting of NA
   and _____
   under the firm name of _____
3. corporation by the name of Monroe Plumbing and Heating Co.
   organized and existing under the laws of the State of Michigan
   with offices at 121 N. Tecumseh St. Adrian MI 49221 and 506 Cooper St. Monroe MI 48161
   (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 one hundred twenty (120) 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# 38-1296178

(Corporate Seal, if applicable)

Name of Bidder: Monroe Plumbing and Heating Co.

Signed By: Thomas Theisen

Its: Vice President

BID SHEET

DATE:

PROPOSAL FOR: DRINKING WATER STATE REVOLVING FUND (DWSRF) FY 2023 IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
Addendum #1	4/25/23
Addendum #2	4/28/23

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM	DESCRIPTION	BID AMOUNT
BASE BID	Tank Mixers", furnish and install tank mixers as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "Soft-Start Motor Controllers", as specified in Division 40 Section "Instrumentation and Control for Process Systems", as specified in Division 46 Section "Tank Mixing Systems", and as indicated on Drawings, P101, E101, and E102.	$156,000
BASE BID WRITTEN OUT: One Hundred Fifty-Six Thousand Dollars		

ITEM	DESCRIPTION	BID AMOUNT
ALTERNATE 1	, "Return Flow Meter", furnish and install return flow meter, meter appurtenances, and meter related piping as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "Soft-Start Motor Controllers", as specified in Division 40 Sections "Process Piping Systems", "Process Valves", and "Instrumentation and Control for Process Systems", and as indicated on Drawings, P102 and E103.	$36,000
ALTERNATE 2	"Lime and Soda Ash Fill Line Replacement", demolish and replace lime and soda ash lines as specified in Division 05 Section, "Aluminum Railings", Division 09 Section "Painting", Division 40 Section "Process Piping Systems", and as indicated on Drawing, P103.	$292,000
ALTERNATE 3	"Basement Drain Replacement and Separation", demolish and replace basement drains and separate sewage lines from basement drains as specified in Division 02 Section, "Selective Demolition", Division 03 Section, "Cast-In-Place Concrete", Division 40 Section "Process Piping Systems", and as indicated in Drawings, M101 and M102.	$ 229,000
ALTERNATE 4	"Well Motor Starter Replacement", replace existing well motor starter with soft motor starter units as specified in Division 26 all Sections and as indicated in Drawings E104, E105, and E106.	$ 763,000

Base Bid

Submitted Bid:	$156,000
Labor Costs:	$52,000
Materials Costs:	$ 4,000
Equipment Costs:	$100,000
Possible Change Orders:	
Bidder's Name:	Monroe Plumbing and Heating Co.- Adrian Location
Address:	121 N. Tecumseh St.
City, State, Zip:	Tecumseh, MI 49221

Telephone:	517-280-5511
Fax:	734-241-3602
Email Address:	tomf@monroeplumbing.com
Federal ID Number:	38-1296178
Bid Signed By:	Print or Type Thomas Theisen
Title:	Vice President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Thomas Theisen Its Vice President

CONTRACT COMPLIANCE

DATE: March 8, 2023

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

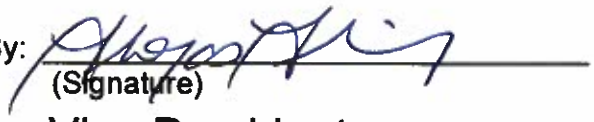
Monroe Plumbing & Heating Co. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual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

In connection with this commitment Monroe Plumbing & Heating Co. 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: 5/2/23

By: Monroe Plumbing and Heating Co.
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

121 N. Tecumseh St.
Address

Adrian
City

MI 49221
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:	Monroe Plumbing and Heating Co.
ADDRESS:	121 N. Tecumseh St.
	Adrian, MI 49221
SIGNED BY:	Thomas Theisen
TITLE:	Vice President
DATE:	5/2/23

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: 5/2/23

By: Monroe Plumbing and Heating Co.
(Bidder's Name)

By: _____
(Signature)

By: Vice President
(Title)

121 N. Tecumseh St.
Address

Adrian
City

MI 49221
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Monroe)

Thomas Theisen, being first duly sworn, deposed and says that:

1. He is Vice President of, Monroe Plumbing and Heating Co. 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: 5/2/23 By: Monroe Plumbing and Heating Co.
(Company)

By: Vice President
(Title)

Subscribed and sworn to before me, a Notary Public, this 2nd day of May, 2023.

AMANDA M RAPP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires April 13, 2029
Acting in the County of Monroe

Notary Public, Monroe County,
My commission expires: 4/13/29

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.

Architectural/Concrete Work - Krieghoff Lenawee

Electrical -

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Thomas Theisen an authorized representative of Monroe Plumbing and Heating Co. 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 5/2/23

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Thomas Theisen	Monroe Plumbing and Heating Co.
Telephone	Email Address
734-241-4277	tomf@monroeplumbing.com

Contract or matter pending with the City:

City of Jackson DWSRF FY 2023 Improvements

I, Thomas Theisen, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☒ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

NA

Additional information regarding any of the above:

NA

☐ None of the above apply.

Dated: 5/2/23

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023,
By Thomas Theisen.

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:	Monroe Plumbing and Heating Co.
ADDRESS:	121 N. Tecumseh St.
CITY, STATE, ZIP:	Adrian, MI 49221
TELEPHONE:	517-280-5511
OFFICERS:	
President: Karol Straub	Email Address: karol@monroeplumbing.com
Vice President: Thomas Theisen	Email Address: tomt@monroeplumbing.com
Secretary: Thomas Theisen	Email Address: tomt@monroeplumbing.com
Treasurer: Karol Straub	Email Address: karol@monroeplumbing.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 75 YEARS	
PARENT COMPANY NAME:	Monroe Plumbing and Heating Co.
STREET ADDRESS:	506 Cooper St.
CITY, STATE, ZIP CODE:	Monroe, MI 48161
UNDER CURRENT MANAGEMENT SINCE (DATE):	1947

CRITERIA 3: See Attached

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

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

CRITERIA 4:

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

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) See Attached Sub List and Completed Jobs List

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) See Attached

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

X NONE

CRITERIA 9:

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

_____ NONE

2022- Employee removed hard hat on job site

CRITERIA 10:

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

X NONE

CRITERIA 11: COI Attached

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:	Howey Insurance
Type of Coverage:	See Attached
Telephone:	734-676-6600

Are you self-insured for Worker's Compensation Insurance? Yes_____ No X

CRITERIA 12 (ATTACHMENT REQUIRED): Attached

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:

MUST Program

CRITERIA 14: See Attached

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.

Monroe Plumbing and Heating Co., 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.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Monroe Plumbing and Heating will comply with the ordinance above regarding applicable federal, state, or local wage laws.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

– No currently identified change order costs

CRITERIA 18:

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

Tom Friar- Adrian Branch Manager/Project Manager (5 years experience in Mechanical Contracting)

Site Foreman- TBD (Will have ample experience in Water Treatment projects)

CRITERIA 19 (ATTACHMENT REQUIRED): See Attached

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: See Attached

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

PP Program Documentation

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Monroe Plumbing and Heating will complete the desired work within these parameters.

CRITERIA 22 (ATTACHMENT REQUIRED): Attached

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.

Ratio of Journeyman to Apprentices will be determined just prior to job start, once union labor is secured.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

X Yes

_____ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED) See Attached

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

X Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Monroe Plumbing and Heating Co., plus its Subcontractors are union, therefore labor will be sourced from local labor unions. Employees on project will all be from Jackson and surrounding areas up to a 50 mile radius.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29: See Attached

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:**

Monroe Plumbing and Heating Co.

Print Firm Name/Principal

Signature/Principal

5/2/23

Date

Criteria 1

Monroe PLUMBING & HEATING CO.

506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (313) 241-3602
PHONE: (313) 241-4277

I, Thomas Theisen, secretary of Monroe Plumbing & Heating Company, a Corporation organized and existing under the laws of the State of Michigan, do hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 3rd day of May, 2022 at which a quorum was present and acting throughout, the following action was taken:

RESOLVED: Edward R. Theisen is Chairman of the Board

Karol Straub is President/Treasurer

Thomas Theisen is Vice President/Secretary

Joseph Theisen is Vice President

RESOLVED: That the following Officers be authorized to sign any and all checks and Legal Documents on behalf of the Monroe Plumbing & Heating Company: **Thomas Theisen, Joseph Theisen.**

Chairman of the Board

President/Treasurer

Vice President/Secretary

Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 3rd day of May, 2022.

Secretary

Corporate Seal

Criteria 3+26

Monroe PLUMBING & HEATING CO.

506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161-0307
PHONE: (734) 241-4277

121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

State of Michigan License List for Monroe Plumbing and Heating Co.

Mechanical Contractor	Joseph Theisen	7117445
Plumbing Contractor	Joseph Theisen	8004790
Plumbing Master	Joseph Theisen	8111091
Boiler Installer	Thomas Theisen	315363
Boiler Repairer	Dale Batson	3200520

Criteria 6, 19+22

COMPLETED PROJECTS	OWNER	ARCHITECT	CONTRACT $	COMPLETED	Work	Contacts & Phone #
La-Z-Boy (LEED)	La-Z-Boy, Monroe, MI	Collaborative Group	$9,766,964.04	2015	56%	Brian Lamerson, 419-241-5000
UofM BFX Building	University of Michigan	University of Michigan	$139,490.00	2016	63%	
Holcim Restroom Remodel	Holcim		$605,212.00	2016	30%	
UofM Hatcher Heating Piping	University of Michigan	University of Michigan	$333,573.58	2016	62%	John Hetrick, dhetrick@umich.edu
UofM Wolverine Tower	University of Michigan	University of Michigan	$215,846.00	2016		Jan Sawyer, jmsawyer@umich.edu
UofM South Hospital AHUs	University of Michigan		$1,210,191.05	2016	58%	Eric Winquist, ericw@demarlabuild.com
AAPS Burns Park Elem. Boiler	Ann Arbor Public Schools		$550,047.30	2016	79%	Diana Kelley, 734-994-8118
Ida High School Gym HVAC Replace	Ida Public Schools	Kohler Architect	$301,100.00	2016	39%	Mark Kohler, mkohler@kohlerarchitect.net
Fermi OSB Chiller Replace	Fermi		$301,948.00	2015	85%	
DTE PAC Room Renovation	Detroit Edison		$142,989.00	2016	60%	Barton Malow
UofM School of Education	University of Michigan		$578,959.05	2016	36%	Jan Sawyer, jmsawyer@umich.edu
Frenchtown Place HVAC Upgrades	Forest City Residential Mnagmnt,Cleveland		$637,245.00	2016	60%	
UofM Taubman (LEED)	University of Michigan		$3,255,242.00	2016	65%	Paul Yambor, 313-585-5740
UofM Ingalls Chilled Water	University of Michigan	University of Michigan	$310,699.48	2016	73%	Hannah Smith, 734-764-7422
UofM South Athletic Complex SPC	University of Michigan		$262,020.99	2016	98%	Anthony Amalio
UofM Institute for Social Research	University of Michigan		$120,930.00	2016	100%	Matt Fuller, mbfuller@umich.edu
Henry Ford CC Cooling Tower Replacement	Henry Ford Community College		$633,190.00	2017	64%	sandro@hfcc.net
DTE Fermi- Roncelli	Detroit Edison		$567,759.00	2017	65%	Roncelli
UofM Motts Hospital	University of Michigan		$1,256,000.00	2018	81%	Ron Darr, rdarr@umich.edu
Grosse Ile Schools HS/MS Renovations	Grosse Ile Schools		$949,349.29	2018	73%	Donielle Wunderliich, dwunderlich@auchconstruction.com
UofM Simpson Medical Research	Univeristy of Michigan		$700,314.00	2018	37%	Andrew Smith, andrewws@umich.edu
Sygma HVAC/Plumbing Improvements	Sygma		$249,325.10	2018	74%	Jennifer Carlsen; jcarlsen@primusbuilders.com
EMU Mark Jefferson/Roosevelt Hall	Eastern Michigan University		$846,933.00	2018	50%	Andy Burch; aburch@clarkcc.com
Airport High School RTU Replace	Airport Schools		$234,500.00	2017	38%	Dan Fahnestock; dfahnestock
Fermi Outage Work	Fermit		$292,732.50	2017	100%	
DTE Monroe FGD Waterline	Detroit Edison		$436,198.78	2017	94%	
Monroe Co. Community College	Monroe County Community College		$6,778,142.50	2017	76%	Ray Ruiz, 419-654-5855
UofM Central Power Plant	University of Michigan		$2,228,048.00	2017	59%	Trudy Whitte, trudyz@umich.edu
Guardian Industries	Guardian Industries	Span Construction	$1,621,985.00	2018	59%	Tim Miller; timm@spanconstruction.com
EMU Strong Hall PreConstruction	Eastern Michigan University		$235,000.00	2018	58%	Andy Burch; aburch@clarkcc.com
Promedica Lenawee Hospital PreCon	ProMedica		$121,883.50	2018	100%	
DTE Monroe Dust Collector	Detroit Edison	Commercial Construction	$202,258.65	2018	99%	
Dundee WWTP	City of Dundee		$3,446,959.00	2018	80%	Brian LaBaza, blabaza@sgcs.com
EMU Strong Hall Construction (LEED)	Eastern Michigan University		$8,241,886.00	2019	67%	Andy Burch aburch@clarkcc.com
UofM Central Power Plant- Aristeo	University of Michigan	Aristeo	$945,632.28	2018	95%	Jason Evens jevans@aristeo.com
UofM Tisch Tennis AHU	University of Michigan		$977,055.00	2018	69%	Mike Marenghi; marenghi@umich.edu
UofM Shepherd Gymnastics RTU	University of Michigan		$411,427.00	2018	31%	Mike Marenghi; marenghi@umich.edu
Gerdau Caster Upgrade	Gerdau	Walbridge	$836,766.90	2018	100%	
Grosse Ile Schools Admin Boiler/HS Coil	Grosse Ile Schools	Auch Construction	$245,665.00	2018	80%	Danielle Eschner; deschner@auchconstruction.com
U of M Student Activities Cooling Tower	University of Michigan		$439,575.00	2019	60%	John Hetrick, dhetrick@umich.edu
City of Monroe Fire Station	City of Monroe	Auch Construction	$560,255.00	2019	55%	Aaron St.. Dennis; astdennis@auchconstruction.com
Gerdau Ladle Building	Gerdau	Musson	$228,026.12	2019	58%	Brian Bostedor; brianbostedor@gmail.com
Great Lakes Freight- Valley Trucking	Valley Trucking	Rudolph Libbe	$185,711.00	2019	71%	Jamie Generous; jamie.generous@rigbuilds.com
Gerdau Melt Shop	Gerdau	Walbridge	$846,096.16	2019	78%	Chris Moffat; cmoffat@walbridge.com
YanFeng Gas Piping	YanFeng		26,400.00	2020	99%	
U of M Life Sciences	University of Michigan		23,700.00	2020	99%	Nicole Snyder; nicoles@vmsystems.com
Oerlikon Metco: HW System	Oerlikon Metco		92,291.00	2020	99%	
U of M Schembechler Hall	University of Michigan		491,779.70	2020	90%	Paul Doepher; pdoepfer@umich.edu
EMU Strong Hall Domestic Booster Pump	EMU		38,472.00	2020	99%	
Newco Meijer Howell Remodel	Meijer		113,400	2020	93%	Taylor Arbogast; taylor@newcodb.com
EMU Jones Pool Locker Room- Granger	EMU		241,685.00	2020	79%	Chris Scharlach; cscharlach@granger.com
U of M Modern Languages Building	University of Michigan		245,680.00	2020	49%	dcknight@umich.edu

Monroe Public Schools Custer Furnace Replace	Monroe Public Schools	Kohler	64,200.00	2020	50%	Mark Tafelski; mtafelski@kohlerarchitect.net	
Macomb Community College AHU	Macomb Community College		49,900.00	2020	99%		
Airport Schools Boiler	Airport Schools		98,300.00	2020	99%	Ken Andrews	
Henry Ford College Drinking Fountains	Henry Ford College		15,705	2020	99%		
Frenchtown Water Treatment Plant	Frenchtown Township		204,706	2020	17%		
Monroe Co. Community College	Monroe County Community College		393,740.00	2020	25%		
Toyota Chassis #9	Toyota		271,543.00	2020	70%		
DTE Underdrain Laterals	Detroit Edison		142,793.00	2020	100%		
DTE Coalsweeps	Detroit Edison		199,606.05	2021	100%		
ProMedica Hickman Hosptial	ProMedica		13,509,350.00	2020	99%	Patricia Eckelberry; peckelberry@tcco.com	
U of M Dearborn RTU Replace	University of Michigan		225,696.00	2021	99%	Jerry Vancouwenberghe; jerryvan@umich.edu	
EMU DC3 Boiler Replace	EMU		427,385.00	2020	99%	Chris Longerbeam; clongerbe@emich.edu	
Dearborn Schools Mcdonald Elementary	Dearborn Schools		49,871.00	2020	99%		
Canton VA Center	Canton VA		1,069,411	2021	99%		
DTE Oily Waste	Detroit Edison		367,288	2021	99%		
Gerdau Cooling Bed Lubrication Systems	Gerdau		415,354	2021	67%		
Gerdau EAF	Gerdau		3,491,855	2021	96%		
Chelsea 300, 400, Media Remodel	Chelsea School District		254,994	2021	75%	75%	
Monroe Public Schools 2021 Bond Project	Monroe Public Schools		6,197,830	2021	70%	70%	
Bedford High School Tunnels	Bedford Public Schools		1,196,514.00	2021	80%	80%	
Toyota Chassis 8	Toyota		314,400	2021	63%	63%	

Criteria 7

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Charlie Heider, AFSB
Field Director
Surety

June 10, 2022

Re: **Monroe Plumbing & Heating Company**
Monroe, Michigan

To Whom It May Concern:

It is the privilege of The Cincinnati Insurance Company to provide surety bonds on behalf of Monroe Plumbing & Heating Company. In our opinion Monroe Plumbing & Heating Company remains properly financed, well equipped, and capably managed.

At the present time, The Cincinnati Insurance Company provides a $15 million single project limit and a $25 million aggregate limit to Monroe Plumbing & Heating Company. As always, The Cincinnati Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or your affiliates if for any reason we do not execute such bonds.

The Cincinnati Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ (Superior), Financial Category size XV by A.M. Best Company.

Very truly yours,

Charlie Heider, AFSB
Field Director - Surety

Mailing Address: 9285 Nantucket Ct. NE • Rockford, MI 49341-7385 ■ Headquarters: 6200 S. Gilmore Road • Fairfield, Ohio 45014-5141
charlie_heider@cinfin.com • 616.884.0093 Office

Criteria 11

MONRO-3 OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/27/2023

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 Charles O. Howey, Jr. Howey & Associates, Inc. 22333 Allen Road Woodhaven, MI 48183 Charles O. Howey, Jr 734-676-6600	CONTACT NAME: Charles O. Howey, Jr PHONE (A/C, No, Ext): 734-676-6600 FAX (A/C, No): 734-676-1372 E-MAIL ADDRESS: showey@howey-insurance.com
INSURED Monroe Plumbing and Heating Co PJ Building 506 Cooper St Monroe, MI 48161	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Insurance Co. — 19488 INSURER B : Citizens Insurance Co. — 31534 INSURER C : Hartford Steam Boiler INSURER D : Greenwich Insurance Company — 22322 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CPP2048254	09/01/2022	09/01/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X X,C & U Included			CPP2048254	09/01/2022	09/01/2023	MED EXP (Any one person)	$ 10,000
A	X CONTRACTUAL LIAB			CPP2048254	09/01/2022	09/01/2023	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY — SCHEDULED AUTOS			CA2048255	09/01/2022	09/01/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB — CLAIMS-MADE			CU2048256	09/01/2022	09/01/2023	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE — OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / N/A			WC2112780005	09/01/2022	09/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Crime			BDH-D402324-02	09/01/2022	09/01/2023	See notes	
A	Leased From Others			CPP2048254	09/01/2022	09/01/2023	Lease/Ren	265,000

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

For the DWSRF 2023 Improvements

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
Charles O. Howey, Jr

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Crime policy with Citizens Hanover Ins. with $1,000,000 limit and includes ERISA and Third Party $5,000 deductible. Policy number BDH-D402324-00.

Amerisure Leased/Rented From Others $265,000 with $2,500 Deductible, Leased/Rented To Others $265,000 with $2,500 Deductible Policy Number CPP2048254.

Cyber Liability Policy - Hartford Steam Boiler.
Policy # 01-CY-0005511345-00
Terms Dates: 09/01/2022 thru 9/1/2023
Limites:
$1,000,000 Aggregate Cyber Liability,
$1,000,000 Aggregate Privacy Liability
Ded. $5,000

Professional & Pollution Legal - Greenwich Ins. Co.
Policy # PEC002107916
Terms Dates: 09/01/2022 thru 9/1/2023

Coverage A - Professional Liability:
$2,000,000 Coverage A-Professional Liability Limit of Liability for each Act, Error or Omission.
$2,000,000 Coverage A-Professional Liability Aggregate Limit of Liability

Coverage B - Contractor's Pollution Legal Liability
$2,000,000 Coverage B-Contractor's Pollution Legal Liability Limit of Liability for each POLLUTION CONDITION
$2,000,000 Coverage B-Contractor's Pollution Legal Liability Aggregate Limit of Liability.

Contractor's Blanket Additional Insured Endorsement - CG7048 1015 and Contractors General Liability Extension Endorsement - CG7049 0417 and Advantage Commercial Automobile Broad Form Endorsement - CA7115 1109 included.

Installation Floater coverage/limit $1,000,000 Deductible $2,500
Commercial Auto: Designated Insured - Primary Non-Contributory Coverage When Required by Insured Contract or Certificate - CA7165 0911 included.

Included as named insured - Monroe/VM,A Joint Venture

A residential exclusion does not apply.

Criteria 12

506 Cooper Street
PO Box 307
Monroe, Michigan 48161
Phone: (734) 241-4277
Fax: (734) 241-3602

Celebrating over 70 Years of Mechanical Customer Service

To: City of Jackson

Attn: Ms. Shelly Allard

To Whom it May Concern:

Monroe Plumbing & Heating and its subcontractors are fully capable of sourcing the required manpower to staff this project. All Monroe Plumbing & Heating Employees as well as subcontract employees will not be misclassified as independent contractors.

Thank you,

Tom Friar

Criteria 14

Guarantee

To: *Date:*

Job:

To Whom It May Concern:

We, the Monroe Plumbing and Heating Company, do hereby Guarantee our material, workmanship, and that of our sub-contractors for the mechanical and plumbing work performed by us on the above-mentioned job for a period of 1 (one) year from the date of acceptance.

Acceptance Date:

Monroe Plumbing and Heating Co.

By:

Criteria 20

506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision 0
Date: 5/25/21

Monroe Plumbing & Heating Company

QUALITY CONTROL PROGRAM FOR FABRICATION & INSTALLATION OF POWER PIPING PER ASME CODE SECTION I & B31.1 AND METALLIC REPAIRS AND ALTERATIONS TO PRESSURE RETAINING ITEMS PER THE NATIONAL BOARD INSPECTION CODE (NBIC) AND JURISDICTION REQUIREMENTS AT: 506 COOPER ST MONROE, MICHIGAN 48161 (MAIN ADDRESS) AND 810 S ROESSLER ST MONROE, MICHIGAN 48161 (SECONDARY ADDRESS) AND FIELD SITES CONTROLLED BY THE MAIN LOCATION.

Issue #5 Date: 5/25/21

__X__ Controlled Copies
___ Uncontrolled Copies

Monroe
PLUMBING & HEATING CO.

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Revision: 0
Date: 5/25/21

STATEMENT OF AUTHORIZATION & RESPONSIBILITES

Monroe Plumbing & Heating Company, has formed this Quality Control Program in accordance with Section 1, B31.1 of the ASME Boiler and Pressure Vessel Code & the NBIC (Code). Monroe Plumbing & Heating Company, area of work is in the commercial and industrial field including new installations, replacement of existing installations and metallic repairs and/or alterations to Pressure Retaining Items.

This program is to be used on all job sites where the previously mentioned Code applies. This program is enacted to produce the quality of work we wish to attain using the ASME Code, NBIC and jurisdictional requirement as a minimum requirement wherever our ASME Certification Mark or R stamp is required.

The Quality Control Administrator has been given full responsibility and freedom to achieve complete compliance with this program and the ASME Code, NBIC and jurisdictional requirements and the Organizational freedom to identify Quality Problems and to initiate, recommend and provide solutions.

Throughout this manual all references to approvals, certification and authorizations shall be by written signature /initial and date. No electric signatures are used.

In the event a conflict arises, the President has the final authority and will not compromise the requirements of the ASME Code, the NBIC, jurisdictional requirement or this manual.

This program has the full support of Management.

Monroe Plumbing & Heating Company

Karol Straub
President
5-25-2021

Monroe PLUMBING & HEATING CO.

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Calculations, Drawings & Specifications

301 – Responsibility

The Responsibility of assigning project identification, preparing, checking and approval of all Code drawings, design calculations, and specifications will be by our Quality Control Administrator (QCA). The Quality Control Administrator will check design documents whether they are prepared by Monroe Plumbing & Heating Company or by others.

302 – Availability to Authorized Inspector

The drawings, design calculations and specifications will be filed by project identification in duplicate files at the job site and office. This information is available for review at either location to the Authorized Inspector. The Quality Control Administrator will review drawings, specifications, & calculations with the Authorized Inspector prior to fabrication.

303 – Drawings will Contain as a minimum:

- Bill of Material
- Weld Identification
- Weld Details
- WPS to be used
- Code Edition
- NDE
- PWHT

304 – Revisions

Revisions to drawings, calculations & specifications will be handled in the same manner as the original by the Quality Control Administrator & the original will be retrieved and destroyed or marked as obsolete.

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403 Material Test Reports, when required by code, shall be checked against Section II of the ASME Code and the Quality Control Administrator will so note his approval by signature/initial and date on Material Test Report.

If all material complies with the Purchase Order, the Receiving Inspection Report will be marked approved and signed by the Quality Control Administrator. One copy is filed in the project field file and one in the office file.

Once the Material has been verified as acceptable, it will be moved out of the material reviewing area.

404 Acceptable Items & Identification

Code required markings will be transferred prior to cutting of material into smaller pieces. This will be verified by the Quality Control Administrator.

405 If the receiving inspection reveals nonconforming materials, the Quality Control Administrator indicates these items as non-code on the packing list and handles them per Section 900.

406 If further material testing is required, at receiving or during manufacturing, it shall be handled with a Non-Conformity Report in accordance with Section 900 of this manual.

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Revision: 0
Date: 5/25/21

Welding

601 Welding Conformity

All welding will conform to requirements of ASME Section IX and any additional requirements of Section I & B31.1

602 Responsibility

The Quality Control Administrator has the responsibility for the preparation, qualification & certification of all WPS, PQR's and WPQR's. Monroe Plumbing & Heating Company may use NCPWB Welding Procedures. The Quality Control Administrator is responsible for selection of the Welding Procedures used. Individuals performing supervisory activities related to welder/procedure qualification shall meet welder requirements.

603 Qualified Welding Procedures

WPS's are available to the workers in the work area.

604 Qualified Welders

The Shop/Field Foreman will be responsible for assigning qualified Welders.
The Quality Control Administrator shall maintain, through the NCPWB a Welders Continuity Log (see Exhibit MA-4). Welders will be requalified when they have not welded in a specific process for 6 months or more.
The Quality Control Administrator or the AI may require WPS or welder requalification for cause.

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Date: 5/25/2021

Nondestructive Examination

700 Current design and fabrication does not include the use of NDE other than VT. If required for future work, this manual section will be revised to reflect the necessary controls before use.

VT personnel shall be qualified in accordance with ASME B31.1 and Monroe Plumbing and Heating Company procedure VT-1, or as an alternative, we may use an AWS QC1 inspector.

Monroe PLUMBING & HEATING CO.

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Date: 5/25/21

Correction of Nonconformities

900 Definition of Nonconformity

A nonconformity is a condition prior, during or after Code work that does not satisfy the minimum requirements as set forth in this Quality Control Manual, applicable Codes, or the Jurisdictional requirements.

901 Shop/Field Foreman Responsibilities

Shop/Field Foreman are responsible for identifying, segregation, and tagging non-conforming items. He then shall initiate a Non-Conformity Report (NCR) (See MA-2) to the Quality Control Administrator.

902 The Quality Control Administrator Responsibilities

The Quality Control Administrator develops a disposition regarding the nonconformity and obtains concurrence of the Authorized Inspector.

903 The Quality Control Administrator documents the resolution of the Nonconformity on Form MA-2

The Quality Control Administrator maintains records of the nonconformance & verifies that the proper solution is achieved. After completion of Disposition, the Quality Control Administrator & the Authorized Inspector shall reinspect the item and if acceptable, close out the NCR by signing and dating the NCR. The Quality Control Administrator verifies about the resolution of the nonconformity. This form will be maintained in the permanent job file as a record that the nonconformity was resolved.

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Date: 5/25/21

Record Retention

1100 The Quality Control Administrator shall maintain Manufacturer's Data Reports, RT film, RT/UT reports, and welder continuity records, for a minimum of 5 years.

1101 Manufacturer's Data Reports will be distributed as follows:

1). Jurisdiction when required.
2). Owner
3). Authorized Inspector (when requested)
4). Job File

Monroe PLUMBING & HEATING CO.

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1202 The QCA shall present any quality system changes to the Authorized Inspector prior to implementation.

1203 Quality Control Administrator to Notify Authorized Inspector when ready for inspection as to time and date

The Quality Control Administrator will inform the Authorized Inspector when ready for Code inspection.

1204 The Authorized Inspector shall have free access to all Code Design Drawings, Specifications, Purchase Orders and all job records he may wish to review along with free access to all areas where code activity is occurring.

The Quality Control Administrator will have available all material records, drawings and purchase orders for review by the Authorized Inspector.

1205 Authorized Inspector to be informed and concur with the resolution of all Non-Conformities prior to implementation of resolution.

Should there be any Non-Conformities, the Authorized Inspector shall be made aware of them and his recommendations will be followed and concurred with.

1206 A controlled copy of this Quality Control Program will be presented to the Authorized Inspector for his use.

1207 The Authorized Inspector has free access to all locations where Code Work is being performed.

1208 Access granted above shall also apply to Authorized Inspector's Supervisor.

Monroe PLUMBING & HEATING CO.

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MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision 0
Date: 5/25/21

EXHIBITS

FORM	TITLE	REVISION	DATE
MA-1	Purchase Order	0	2/14/12
MA-2	Nonconformity Report	0	2/14/12
MA-3	Job Traveler	0	3/16/18
MA-3A	Job Traveler	0	3/16/18
MA-4	Welders Continuity Log	0	2/14/12
MA-5	National Board Form "R" Number Log	2	5/25/21
MA-6	Receiving Inspection Report	0	3/16/18

Monroe PLUMBING & HEATING CO.

506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 3/6/18

MA-2
Nonconformity report

NCR #_____
Job # _____
Date: _____

RECEIVING INSPECTION_____
IN PROCESS _____
DOCUMENT _____

PROBLEM:

Found By: _____
Date: _____

DISPOSITION:

Approved By: _____
Date: _____
Al Concur_____
Date: _____

CUSTOMER APPROVAL REQUIRED: Yes_____ No: _____

REINSPECTION
Nonconformity Cleared
Quality Control Administrator: _____Date: _____
Authorized Inspector: _____Date: _____

Monroe Plumbing & Heating Co.

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Date: 3/6/18

MA-3A
Job Traveler

Job Name: _____
Job #_____ Drawing #_____ *indicates Hold Point

Weld ID	Welder ID	Fit Up QCA	FIT Up AI	Final QCA	Final AI	NDE	HT

Monroe PLUMBING & HEATING CO.

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FAX: (734) 241-3602
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Revision: 2
Date 5/25/21

MA-5
National Board Form "R" Number Log

R-Form Type/#	Date Inspector Signed	Date Sent to NB	Description of Item	MFR S/N	N/B	Job #

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MECHANICAL & WELDED REPAIRS/ALTERATIONS

1501 Scope of Work

Shop & field metallic repairs and alterations to Pressure Retaining Items are made in accordance with the applicable requirements of NBIC, jurisdictional requirements, and this Quality Control Program.

Where any provision herein presents a direct or implied conflict with any jurisdictional regulation, the jurisdictional regulation shall govern.

1502 DRAWINGS, DESIGN, & SPECIFICATIONS

The NBIC Edition will be recorded on the Job Traveler.

Drawings (as appropriate) and specifications shall be prepared, reviewed and approved in accordance with Section 300 of this manual to describe the repair or alteration in sufficient detail prior to performing the activity. The drawing may be a sketch, which is documented on the Job Traveler, prepared by the QCA.

The QCA shall, prior to the start of work, provide the Inspector with drawings, procedures, checklists, and any other documents, including a copy of the original Manufacturer's Data Report (if available) necessary for the Inspector to accept the repair and designate Hold Points.

Documents for Field use shall be issued as described in this manual to the QCA at the field location.

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1506 WELDING, NDE, AND HEAT TREATMENT

The QCA shall be responsible to assure that the welding procedures; Welders are qualified in accordance with the original Construction Code used. If used, the Standard Welding Procedures Specifications referenced in the applicable Edition of the NBIC may be used without revision or change after they are signed by the QCA. All procedure qualifications records and all Welders qualification records shall be certified by the QCA and available for review by the Inspector. It is also the QCA's responsibility to assure that the Welders maintain their qualifications per Section 600 of this Manual. The QCA will maintain a Welder Continuity Log for a minimum of 5 years.

1507 HEAT TREATMENT

Preheat shall be performed as stipulated per the qualified Welding Procedure Specification.

Postweld heat treatment is not used at this time.

Alternatives to postweld heat treatment acceptable to the Inspector may be used if the original methods are inadvisable or impractical. The alternative methods of postweld heat treatment or special welding methods are described in the applicable Edition of the NBIC. Competent technical advice shall be obtained prior to using these alternate welding methods.

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1510 Continued

Pressure test may be a pneumatic test provided the QCA gets the concurrence of the Inspector, jurisdictional authority where required and the owner. Precautionary requirements of the applicable section of the Original Code of Construction shall be applied.

1511 CALIBRATION

The calibration of pressure gauges, measurement, examination and test equipment and documentation of calibration shall be performed per Section l000 of this Manual and shall be in accordance with the standard used for construction.

1512 NONCONFORMING ITEMS

A nonconformity is any condition which does not comply with the applicable rules of the NBIC, construction Code, jurisdictional requirements or this Quality Control System.

The system described in Section 900 of the Manual shall be used. All nonconformities shall be corrected or eliminated before the repair component can be considered in compliance with the NBIC.

Monroe PLUMBING & HEATING CO.

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Revision: 0
Date: 5/25/21

1513 Continued

Inspector accepted, description of item, and serial number. The National Board "R" Number shall be issued in sequence without skips or gaps.

"R" Forms registered with the National Board shall be sent within 60 days of completion.

All records used to substantiate repairs or alterations and "R" Forms shall be retained on file for a minimum of 5 years. All records referenced in this Section are available for review by the Inspector.

1514 NATIONAL BOARD COMMISSIONED INSPECTOR

An individual who holds a valid National Board IS or AI Commission, with the R Endorsements. The Inspector shall be employed by one of the following:

The Jurisdiction.

The AIA on contract/agreement by this organization.

The Insurance Inspector which insures the pressure retaining item.

1515 ROUTINE REPAIRS

Prior to performing routine repairs this organization shall determine that routine repairs are acceptable to the Jurisdiction where the pressure retaining item is installed and with concurrence of the Inspector. The Jurisdiction may mandate specific additional or other requirements not directly specified in the current NBIC.

Visual Inspector Certification

This is to Certify that

Thomas Theisen

(X) has completed 8 hours of instruction and 4 hours of on-the-job training in visual inspection of materials, piping components, and pipe welding and fabrication using ASME B31.1 and other materials. In addition, he/she has been orally examined and observed in the inspection of piping fabrication.

(X) has performed visual inspection satisfactorily during the last year and is certified to continue performing visual inspection during the next year.

(X) has performed a written exam and observed in the inspection of piping fabrication and is certified to resume performing visual inspection during the next year.

We hereby certify that he/she is qualified to perform visual inspection of piping fabrication in accordance with B31.1.

Edward Theisen
President

Date: 2/14/12

6). The Quality Control Manager shall complete a Visual Inspector Certification Form annually for each Inspector. Any Inspector who has not performed visual inspection for more than one year shall have his/her near vision acuity determined, be given an examination by the Quality Control Manager and be certified again before his is permitted to perform visual inspection.

7). Substantial changes in product, equipment or procedures, as determined by the Quality Control Manager, shall require retaining and certification of Inspectors.

8). Individuals, who are qualified to AWS QC-l, Standard for Qualification and Certification of Welding Inspectors, may be accepted as qualified to perform visual inspection without training and certification. Annual documentation of visual acuity is, however, still required.

Criteria 24

Amerisure Insurance
The Advantage of Partnership

August 17, 2022

Monroe Plumbing & Heating Company
506 Cooper Street
Monroe, MI 48161

To Whom It May Concern:

I am writing to verify the Experience Modification Factor (EMF) for the Worker's Compensation policy for Monroe Plumbing & Heating Company for the past three years. The modification factors are as follows:

Michigan – Intrastate
9/1/22-23 – 0.79
9/1/21-22 – 0.64
9/1/20-21 – 0.65

These factors have been verified via the experience modification sheets provided by the State bureau as found in our files.

Sincerely,

Brandon Kellam, AINS CPCU
Marketing Underwriter
517-898-6235

Criteria 28/29

506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161-0307
PHONE: (734) 241-4277

121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

MONROE PLUMBING & HEATING COMPANY
EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT

It is the policy of **Monroe Plumbing & Heating Company** to:

1). Recruit, hire and promote into all job classifications without regard to race, color, creed, national origin, sex, religion, age, height, weight, marital status, arrest & arrest records, handicap or veteran's (including Vietnam veteran's) status.

2). Make employment and promotional decisions by utilizing objective standards based on the individual's qualifications as they relate to a particular job vacancy and to the furtherance of equal employment opportunity.

3). Insure that all other personnel actions, such as compensation benefits. transfers, layoffs, return from layoff, Company sponsoring training, education tuition assistance, social and recreation programs will be administered without regard to race, color, creed, national origin, sex, religion, age, height, weight, marital status, arrest & arrest records, handicap & veterans status.

Thomas Theisen, Vice President is the designated EEO Coordinator at this facility. Thomas Theisen's responsibility is to implement and to monitor adherence to this policy. Employees should feel free to contact Thomas Theisen should they experience any problems.

I personally make my commitment to all of the objectives of equal employment opportunity and expect the cooperation and participation of all employees of the Company in achieving these objectives.

Karol Straub
11/14/22

RESPONSIBLE CONTRACTOR 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 mum, each of the evaluation criteria listed in this Section in e City may require contractors or subcontractors to provide a usion in bid documents. Additionally, the list set forth belo tional criteria that the City may deem relevant for purposes of the best bid.

- TOM -
Additional pages, if you think needed.

Bid documents must require any contractor or subco ect 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.

Disadvantaged Business Enterprises (DBE) Requirements

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.

3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.

3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.

4. The prime contractor must employ the Good Faith Efforts.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Monroe Plumbing and Heating Co.

Subcontract Area of Work (one per worksheet): _____

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Type of Contract	Date of Contract	Price Quote Received	Accepted or Rejected	If rejected, explain why

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.

2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as email, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/emails and fax confirmation sheets must be provided with the worksheet.

3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and www.sam.gov registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.

4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.

5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.

6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.

7. Each DBE firm's price quote must be identified if one was received, or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.

8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.

9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:

    - Follow-up emails, faxes, or letters.
    - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Disadvantaged Business Enterprise (DBE) and Good Faith Efforts (GFE) Requirements
Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet and how is it completed?
A: The worksheet captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate GFE Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany the worksheet that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?
A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?
A: Applications to be certified by MDOT can be found at mdotjboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm
To register with the U.S. Small Business Association visit sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business
To be certified by EPA, a DBE must first have sought certification through SBA, MDOT, or a tribal, state, or local organization and be unsuccessful in that attempt.

Q: If a bidder follows the MDOT DBE requirements, will the bidder comply with the SRF DBE requirements?
A: No. Federally funded highway projects utilize DBE goals, which require a certain percentage of work be performed by DBE subcontractors. For SRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF. However, if the SRF project is part of a joint project with MDOT, the project can be
excluded from SRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

Q: Should the Good Faith Efforts Worksheet and supporting documentation be submitted with bid proposals?
A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and GFE. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meeting. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

Q: What kinds of documentation should a contractor provide to document solicitation efforts?
A: Documentation can include fax confirmation sheets, copies of solicitation letters/emails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

Q: What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
A: While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

Q: How much time will compliance with GFE require in terms of structuring an adequate bidding period?
A: Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

Q: How does a contractor locate certified DBEs?
A: MDOT has a directory of all Michigan certified entities located at mdotjboss.state.mi.us/MUCPWeb/. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at sam.gov. SAM contains information from the former Central Contractor Registration (CCR) database.

Q: If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
A: The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

Q: If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
A: Yes, the DBE requirements still apply if the prime intends to subcontract work out. GFE must be used to solicit DBEs.

Q: If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
A: Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

_____

Name and Title of Authorized Representative

_____

Name of Participant Agency or Firm

_____

Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Jackson ("Owner") and the Michigan Department of Environment, Great Lakes, and Energy (the "Funding Authority") that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)'s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

   (1) Procure or obtain, extend, or renew a contract to procure or obtain,

   (2) Enter into a contract (or extend or renew a contract) to procure; or

   (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

AGREEMENT

THIS AGREEMENT, made and entered into this __ day of _____, 2023, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and whose address is Monroe Plumbing and Heating Co. herein "the Contractor".

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the herein described Project; and

WHEREAS, the City has advertised for sealed proposals for said Project; and

WHEREAS, the Contractor submitted a proposal for said Project which was accepted by the City as the lowest responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and

B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the total sum of

C. Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Instructions to Bidders.

II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.

III. This Agreement includes of all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.

IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.

V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.

VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

_____ By _____
Witness Daniel J. Mahoney, Mayor

_____ By _____
Witness Andrea Muray, City Clerk

* * * * * * *

Monroe Plumbing and Heating Co.
Company Name

_____ By _____
Witness Signature

Thomas Theisen
Please print or type name

Title Vice President

_____

APPROVED AS TO SUBSTANCE:

_____
Jonathan Greene
City Manager

APPROVED AS TO FORM:

_____
Matthew M. Hagerty
City Attorney

Do not submit this page with your bid bond.

BID BOND COVER PAGE

You estimated the cost of this project,

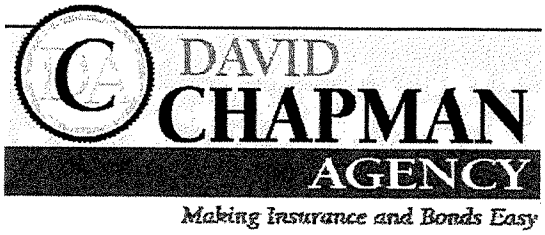
Drinking Water State Revolving Fund-- FY 2023 Improvements

_____,

to be

$3,000,000.

As a courtesy,
please contact our office
if your final estimate exceeds
this amount by 10%.



Marcia 517-319-8220 Nicole 517-492-8263

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc PO Box 2587 Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Jackson, 161 W Michigan Ave, Jackson, MI 49201 , as Obligee, in the sum of Five Percent of Bid Dollars ($5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Drinking Water State Revolving Fund-- FY 2023 Improvements

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 2nd day of May, 2023.

Allied Mechanical Services, Inc

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Marcia J Miller, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marcia J Miller** 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 **2nd** day of **May**, **2023**.

_____
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.

May 2nd, 2023
Attention: Shelly Allard
City of Jackson
Reference: Drinking Water State Revolving Fund (DWSRF) FY 2023 Improvements

Assumptions: We assume there will be a post bid meeting verifying the cost of the base bid and each alternate with respect to the scopes. The price is based of all work as described in drawings dated 03/30/2023. This includes:

- Furnishing and installation of the (2) tank mixers
- Furnishing and installation of return flow meter
- Replacement of the lime and soda ash lines
- Modifications of the basement drain piping
- Installation of the soft starters on the City's well pump motors

We are assuming the basement floor concrete removal to coincide with the underground drawing on M101. Also, we assume the basement floor to be 6" thick and the existing underground drain piping will not be deeper than 3' deep. We plan on using the existing soils for bedding the new pipe.

Inclusions:

- Taxes
- Permits
- $15,000.00 allowance for Tetra Tech (base bid)
- Electrical work
- Instrumentation
- 3rd Party NETA testing
- Plumbing/mechanical work
- Tank mixers
- Flow Meter
- Concrete removal and replacement
- GPR of basement floor
- Cranes/Lifts/Scaffolding
- Dumpsters
- Lime and soda ash coating

Exclusions:

- Dewatering
- New pipe bedding materials
- Floor painting
- Abatement of any kind
- Material testing
- Overtime

Steve Lemmer
Piping Estimator
269.998.9545
slemmer@alliedmechanical.com

CHECKLIST FOR BID SUBMITTAL

x BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

x PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

x SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: NCRDZFXK4J96 if you have received it.

PROPOSAL

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

Date: 5-02-2023

In compliance with your invitation for bids dated **March 8, 2023** to perform **DRINKING WATER STATE REVOLVING FUND (DWSRF) FY 2023 IMPROVEMENTS**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Allied Mechanical Services, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 5688 East ML Ave Kalamazoo,MI 49048
   (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 one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2606103

(Corporate Seal, if applicable)

Name of Bidder: Rich Wackerle

Signed By: _____

Its: President

BID SHEET

DATE: 3-02-2023

PROPOSAL FOR: DRINKING WATER STATE REVOLVING FUND (DWSRF) FY 2023 IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
Addendum #1	4-25-2023
Addendum #2	4-28-2023

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM	DESCRIPTION	BID AMOUNT
BASE BID	Tank Mixers", furnish and install tank mixers as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "Soft-Start Motor Controllers", as specified in Division 40 Section "Instrumentation and Control for Process Systems", as specified in Division 46 Section "Tank Mixing Systems", and as indicated on Drawings, P101, E101, and E102.	$174,691.00
BASE BID WRITTEN OUT: One Hundred Seventy Four Thousand Six Hundred Ninety-One & 00/100 Dollars		

ITEM	DESCRIPTION	BID AMOUNT
ALTERNATE 1	, "Return Flow Meter", furnish and install return flow meter, meter appurtenances, and meter related piping as specified in Division 26 portions of all Sections within Division, expecting "Motor Control Centers" and "Soft-Start Motor Controllers", as specified in Division 40 Sections "Process Piping Systems", "Process Valves", and "Instrumentation and Control for Process Systems", and as indicated on Drawings, P102 and E103.	(ADD) $57,507.00
ALTERNATE 2	"Lime and Soda Ash Fill Line Replacement", demolish and replace lime and soda ash lines as specified in Division 05 Section, "Aluminum Railings", Division 09 Section "Painting", Division 40 Section "Process Piping Systems", and as indicated on Drawing, P103.	(ADD) $254,120.00
ALTERNATE 3	"Basement Drain Replacement and Separation", demolish and replace basement drains and separate sewage lines from basement drains as specified in Division 02 Section, "Selective Demolition", Division 03 Section, "Cast-In-Place Concrete", Division 40 Section "Process Piping Systems", and as indicated in Drawings, M101 and M102.	(ADD) $355,183.00
ALTERNATE 4	"Well Motor Starter Replacement", replace existing well motor starter with soft motor starter units as specified in Division 26 all Sections and as indicated in Drawings E104, E105, and E106.	(ADD) $768.378.00

Submitted Bid: (Base Bid)	$174,691.00
Labor Costs:	$21,000.00
Materials Costs: (plus subs)	$120,691.00
Equipment Costs:	$33,000.00
Possible Change Orders:	NA
Bidder's Name:	Allied Mechanical Services, Inc.
Address:	5688 East ML Ave
City, State, Zip:	Kalamazoo, MI 49048

Telephone:	269-344-0191
Fax:	269-344-0196
Email Address:	slemmer@alliedmechanical.com
Federal ID Number:	38-2606103
Bid Signed By:	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: March 8, 2023

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

In connection with this commitment Allied Mechanical Services, 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: 5-02-2023

By: Allied Mechanical services
(Bidder's Name)

By:
(Signature)

By: President
(Title)

5688 East ML Ave
Address

Kalamazoo
City

MI 49048
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

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

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Allied Mechanical Services

ADDRESS: 5688 East ML Ave

Kalamazoo, MI 49048

SIGNED BY:

TITLE: President

DATE: 3-02-2023

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: 5-02-2023

By: Allied Mechanical Services
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

5688 East ML Ave
Address

Kalamazoo
City

MI 49048
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Kalamazoo)

Rich Wackerle, being first duly sworn, deposed and says that:

1. He is President of, Allied Mechanical Services 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: 5-02-2023 By: Allied Mechanical Services
(Company)

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20_____.

_____

Notary Public, _____ County,
My commission expires:_____

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Kasten Insulation, Blasting and Coating-- They will blast and coat the lime/soda ash lines. They are woman owned.

Grand River Construction, Inc.-- They will remove and replace the concrete in the basement.

Centennial Electric-- They will be doing the electrical portion of the projects.

Hi-Ball Co.-- They will be doing the crane work for the lime and soda ash installation.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Rich Wackerle an authorized representative of Allied Mechanical Services 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 5-02-2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Rich Wackerle	Allied Mechanical Services
Telephone 616-299-1643	Email Address rwackerle@alliedmechanicalservices.com

Contract or matter pending with the City:

Drinking Water State Revolving Fund (DWSRF) FY 2023 Improvements

I, Rich Wackerle, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
By _____.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Allied Mechanical Services
ADDRESS:	5688 East ML Ave
CITY, STATE, ZIP:	Kalamazoo, MI 49048
TELEPHONE:	269-998-9545
OFFICERS:	
President: Rich Wackerle	Email Address: rwackerle@alliedmechanical.com
Vice President: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Secretary: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Treasurer: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

Allied Mechanical holds the following licenses:

Mechanical State Contractor: James Oudbier, 7117225

Plumbing State Contractor: Mark Huizinga, 88004708
Michigan Master Plumber: Mark Huizinga, 8112605

See Attached

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

Allied Mechanical Services offers a US Dept. of Labor approved apprenticeship program for pipefitters.

See Attached

CRITERIA 4:

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

Allied Mechanical Services has not had a lapse in licensing, and does not forsee a lapse for the duration of this project. AMS guarantees that any subcontractors, employees and individuals are held to the same standards.

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.

AMS verifies compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens. AMS will disclose any work visas sought or obtained on our behalf, for sub-contractors or any employees and independent contractors performing any portion of the project.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_X_ NONE

CRITERIA 9:

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

_____ NONE

2018 & 2019, See attachment

CRITERIA 10:

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

_X_ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	TriCoast Advisors/Old Republic, Continental Ins. Co Greewich Insurance Compnay
Type of Coverage:	Commercial General Liability, Automobile, Workers Comp, Professional Liability and pollution Liability
Telephone:	616-264-3002

Are you self-insured for Worker's Compensation Insurance? Yes_____ No_x_

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

__x__ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See Attachment

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.

AMS affirms that all craft employees on this project will be paid current wage rates and fringe benefits under all federal, state and local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

AMS acknowledge the obligation of ordinance compliance in each contract and subcontract on this project.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

At the time of bidding, AMS does not foresee any change orders to complete the project.

CRITERIA 18:

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

AMS has a history of excellence and talent in all roles. The following attachments indicate the experience for each team member.

Rich Wackerle- President
Bob Sweet- Project Manager
Dave Stuart- Site Foreman

Please see attached resumes and licenses to verify qualification.

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.

AMS has systems for QA/QC that result in projects completing on time and on budget.

Attached is a sample log.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

AMS has a long history of completing projects economically, efficiently, and continuously without interruption. AMS excels at meeting project timelines within budget.

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.

AMS attends to use both journeypeople and apprentices at a ratio 1:2

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

__x__ Yes

_____ No

Additional Information:

See Attached

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

__x__ Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

AMS is an established mechanical contractor that strives to hire from the communities it serves.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

AMS makes every effort to provide Equal Employment Opportunities beyond Federal, State or Local laws. Ams does not discriminate against employees or applicants with regards to race, color, religion, age, sex, national origin, disabilities status, genetics, protected veteran status, gender identity or expression, or any other characteristic protected by federal, State or Local laws.

Allied Mechanical Services, Inc.

Print Firm Name/Principal

President

Signature/Principal

5-02-2023

Date

RESPONSIBLE CONTRACTOR 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.

Disadvantaged Business Enterprises (DBE) Requirements

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.

3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.

3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.

4. The prime contractor must employ the Good Faith Efforts.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Allied Mechanical Services, Inc

Subcontract Area of Work (one per worksheet): Coating

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Type of Contract	Date of Contract	Price Quote Received	Accepted or Rejected	If rejected, explain why
Kasten Insulation	Coating		$20,000	accepted	

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.

2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as email, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/emails and fax confirmation sheets must be provided with the worksheet.

3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and www.sam.gov registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.

4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.

5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.

6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.

7. Each DBE firm's price quote must be identified if one was received, or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.

8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.

9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:

    - Follow-up emails, faxes, or letters.
    - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Disadvantaged Business Enterprise (DBE) and Good Faith Efforts (GFE) Requirements
Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet and how is it completed?
A: The worksheet captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate GFE Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany the worksheet that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?
A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?
A: Applications to be certified by MDOT can be found at mdotjboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm
To register with the U.S. Small Business Association visit sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business
To be certified by EPA, a DBE must first have sought certification through SBA, MDOT, or a tribal, state, or local organization and be unsuccessful in that attempt.

Q: If a bidder follows the MDOT DBE requirements, will the bidder comply with the SRF DBE requirements?
A: No. Federally funded highway projects utilize DBE goals, which require a certain percentage of work be performed by DBE subcontractors. For SRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF. However, if the SRF project is part of a joint project with MDOT, the project can be
excluded from SRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

Q: Should the Good Faith Efforts Worksheet and supporting documentation be submitted with bid proposals?
A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and GFE. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meeting. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

Q: What kinds of documentation should a contractor provide to document solicitation efforts?
A: Documentation can include fax confirmation sheets, copies of solicitation letters/emails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

Q: What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
A: While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

Q: How much time will compliance with GFE require in terms of structuring an adequate bidding period?
A: Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

Q: How does a contractor locate certified DBEs?
A: MDOT has a directory of all Michigan certified entities located at mdotjboss.state.mi.us/MUCPWeb/. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at sam.gov. SAM contains information from the former Central Contractor Registration (CCR) database.

Q: If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
A: The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

Q: If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
A: Yes, the DBE requirements still apply if the prime intends to subcontract work out. GFE must be used to solicit DBEs.

Q: If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
A: Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

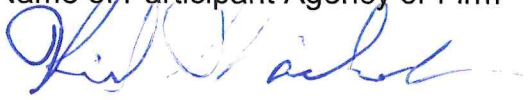
I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Rich Wackerle President

Name and Title of Authorized Representative

Allied Mechanical Services, Inc.

Name of Participant Agency or Firm



3-02-2023

Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Jackson ("Owner") and the Michigan Department of Environment, Great Lakes, and Energy (the "Funding Authority") that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)'s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

   (1) Procure or obtain, extend, or renew a contract to procure or obtain,

   (2) Enter into a contract (or extend or renew a contract) to procure; or

   (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

L333742

Mechanical Contractor License

JAMES R OUDBIER
2120 CRYSTAL STONE CT
CALEDONIA, MI 49316

Classifications:

1 - Hydronic & Cooling and Process Piping
2 - HVAC Equipment
4 - Refrigeration
5 - Limited Heating Service
6 - Unlimited Heating Service
7 - Limited Refrigeration and Air Conditioning Service
8 - Unlimited Refrigeration and Air Conditioning Service

License No.
7117225

Expiration Date:
08/31/2025

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

P747842

Plumbing Contractor License

MARK A HUIZINGA
10159 S. VANKAL AVE
MATTAWAN, MI 49071

License No.
8004708

Expiration Date:
04/30/2024

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

P747614

Master Plumber License

MARK A HUIZINGA
10159 VANKAL AVE
MATTAWAN, MI 49071

License No.
8112605

Expiration Date:
04/30/2024

This document is duly issued under the laws of the State of Michigan

July 14, 2021

To whom it may concern:

Allied Mechanical Services does not assign any tradespeople to jobsites that are not currently in a registered apprenticeship program or a certified journeyman. Each employee's growth in their profession is of high importance to AMS, and that is shown with onsite mentorship, continued training, and an annual review to discuss strengths and areas to improve reported by site foreman and project managers. Accompanying this letter is validation of our DOL registered apprenticeship program. All Sheet Metal tradespeople are members of the sheet metal workers local 7 which has their own accredited apprenticeship program.

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

Allied Mechanical Services
5688 E. ML Ave
Kalamazoo, MI 49048

FOR THE OCCUPATION OF

Occupation	RAPIDS Code	O*NET/SOC Code
Pipefitter	**0414**	**47-2152.01**

Approved by the

United States Department of Labor
Office of Apprenticeship

74 N. Washington – Room 2-1-56
Battle Creek, MI 49037

Registration Date: June 30, 2004

RAPIDS Program Number: MI010040044

Revision Date:

ALLIED MECHANICAL SERVICES

Representative WWTP & WTP Projects

Project	Engineer	Owner	Contract $	Year of Completion
Ada Lift Station Valve Replacement & Vent Replacement	AMS	Ada TWP	$ 46,000	In Progess
GR WRRF FEW Improvements	Tetra Tech	City of Grand Rapids	$ 1,303,000	In Progess
Ott Story Ground Water Treatment Facility NPW Improv.	Fishbeck	State of Michigan	$ 88,900	In Progess
Holland WRF Clarifiers 3&4	Tetra Tech	Holland BPW	$ 1,524,000	In Progess
Big Rapids WWTP NPW Improvements	Fleis & Vandenbrink	City of Big Rapids	$ 55,500	In Progess
Delta TWP WWTP	Tetra Tech	Delta TWP	$ 20,000,525	In Progess
Delhi WWTP Instruments	HRC	City of Delhi	$ 21,500	In Progess
City of Kalamazoo Well Station 11 Filter Improvements	Fishbeck	City of Kalamazoo	$ 627,400	In Progess
Benton Harbor-St. Joe WWTP Thickened Sludge Pump	AECOM	Benton Harbor-St. Joe	$ 136,000	In Progess
GR East Paris Pump Station Valve Replacement	Fishbeck	City of Grand Rapids	$ 533,000	In Progess
Zeeland CWP Primary Clarifier Replacement	Moore & Bruggink	City of Zeeland	$ 285,211	In Progess
South Haven Blueberry Tank Valve	Fishbeck	City of South Haven	$ 151,132	In Progess
East Lansing WRRF Clarification & Aeration	Tetra Tech	City of East Lansing	$ 13,510,000	In Progess
Wyoming Donald K Shine WTP Dehumidification	Donohue & Associates	City of Wyoming	$ 1,708,000	In Progess
Ottawa County Meter Stations	Prein & Newhof	Ottawa County Road Comission	$ 68,200	In Progess
Battle Creek WWTP Headworks HVAC & Misc Improve	Jones & Henry	City of Battle Creek	$ 1,894,500	In Progess
Caledonia WWTP	FTC&H	Caledonia TWP	$ 2,748,000	In Progess
Kalamazoo Stadium Drive Valve Replacement	City of Kalamazoo	City of Kalamazoo	$ 65,402	2022
Big Rapids WWTP Screw Pump	Fleis & Vandenbrink	City of Big Rapids	$ 289,900	2022
Delhi WWTP RAS Screw Pump Bearing Replacement	AMS	City of Delhi	$ 19,758	2022
Delhi WWTP Tapping Saddles, Flow meter, & actuators	AMS	City of Delhi	$ 18,866	2022
Zeeland Clean Water Plant Solids Handling	Moore & Bruggink	City of Zeeland	$ 583,500	2022
Hastings WWTP	HRC	City of Hastings	$ 2,668,000	2021
Grand Rapids WRRF Phosphorus Recovery	Tetra Tech	City of Grand Rapids	$ 1,238,000	2021
Grand Rapids WRRF RNG	Tetra Tech	City of Grand Rapids	$ 1,205,000	2021
Grand Rapids Biodigester	Tetra Tech	City of Grand Rapids	$ 17,801,795	2021
Grand Rapids Biodigester Mixing System	Tetra Tech	City of Grand Rapids	$ 1,598,000	2021
Jackson WWTP Clarifier Launder Covers	Fishbeck	City of Jackson	$ 344,400	2022
Holland WRF Washer Compactor	AMS	Holland BPW	$ 35,452	2021
Jackson WTP Filter Pipe Gallery Improvements	Tetra Tech	City of Jackson	$ 1,165,000	2021
Delhi WWTP Valve Replacements	AMS	City of Delhi	$ 17,565	2021
Graphics Packaging Clarifier	Graphics Packaging	Graphics Packaging	$ 168,400	2021
Sun Chemical Clarifier	AMS	Sun Chemical	$ 133,520	2021
Ott Story Ground Water Treatment Facility	FTC&H	State of Michigan	$ 249,800	2021
East Lansing WRRF Solids Handling with Digestion	Tetra Tech	City of East Lansing	$ 11,320,000	2021
North Kent Sewer Authority Flow Meter Replacement	AMS	North Kent Sewer Authority	$ 5,900	2021
Ada Booster Station	Moore & Bruggink	Ada TWP	$ 234,200	2021
South Haven WWTP Clarifier Drive Replacement	AMS	City of South Haven	$ 82,000	2021
Grand Haven WWTP Blower Replacement	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 373,400	2021
East Lansing CSO RTB	HRC	City of East Lansing	$ 674,000	2021
Allendale Booster Station Improvements	Fleis & Vandenbrink	Allendale Charter TWP	$ 220,800	2021
MMPA WWTP Influent EQ Tank Ovid, MI	FTC&H	Michigan Milk Producers Association	$ 373,300	2021
Wyoming WTP FRP Tanks	City of Wyoming	City of Wyoming	$ 175,900	2021
Coopersville 60th Ave Booster	Prein & Newhof	City of Coopersville	$ 475,500	2021
South Haven WWTP Air pipe replacement	AMS	City of South Haven	$ 9,941	2020
Homer WWTP Lagoon	Civica / Moore & Bruggink	Village of Homer	$ 135,000	2020
GR LMFP Filter 1	FTC&H	City of Grand Rapids	$ 89,800	2020
Jonesville WTP	Fleis & Vandenbrink	Jonesville	$ 909,608	2020
Grand Haven WWTP Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,667,000	2020
Michigan State University WTP	FTC&H	MSU	$ 3,890,000	2020
Grand Haven WWTP Pump Station Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	$ 1,216,000	2020
Wyoming Clean Water Plant Odor Control	FTC&H	City of Wyoming	$ 363,900	2019
City of Niles Primary Clarifier Replacement	AMS	City of Niles	$ 170,000	2018
Coldwater WWTP Plant Improvements	FTC&H	City of Coldwater	$ 2,390,000	2018
City of Holland WTP	No Engineer- Worked Directly with City	City of Holland	$ 135,000	2018
Jamestown Hudsonville Booster Station	Vriesman & Korhorn	City of Jamestown	$ 425,000	2018
City of Niles Secondary Clarifier Replacemant	AMS	City of Niles	$ 154,000	2017
City of Ionia WWTP Secondary Clarifier Replacement	FTC&H	City of Ionia	$ 436,980	2017
City of Holland Waverly Booster Station	FTC&H	City of Holland	$ 326,000	2016
City of Grand Rapids Coldbrook Pump Station	FTC&H	City of Grand Rapids	$ 346,000	2013
Allendale WWTP	Fleis & Vandenbrink	City of Allendale	$ 1,094,000	2013
Grandville Clean Water Plant Renovations	Moore & Bruggink	City of Grandville	$ 8,000,000	2013

Mancelona WWTP Plant Upgrades	Gourdie Frashier	Mancelona Area Water & Sewer Authority	$ 307,000	2012
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 140,000	2012
South Haven Water Treatment	FTC&H	City of South Haven	$ 3,100,000	2011
St. Joseph Shorewell	FTC&H	City of St. Joseph	$ 1,009,220	2011
St Joseph Filtration Plant	FTC&H	City of St. Joseph	$ 225,000	2011
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	$ 197,000	2010
City of Kalamazoo Aeration	Jones & Henry	City of Kalamazoo	$ 7,314,000	2010
D.K. Shine Water Treatment Plant	Black &Veatch	City of Wyoming	$ 24,000,000	2010
City of Grand Rapids WWTP	Tetra Tech	City of Grand Rapids	$ 165,000	2010
Zeeland Clean Water Plant	Moore & Bruggink	City of Zeeland	$ 633,000	2010
City of Kentwood Actuator Replacement	Prein & Newhoff	City of Kentwood	$ 42,000	2010
Muskegon County WW Management	Prein & Newhoff	Muskegon County	$ 540,000	2010
Niles WWTP	FTC&H	City of Niles	$ 3,080,000	2010
Grand Haven Biological Phosphorus Treatment	FTC&H	City of Grand Haven	$ 208,000	2008
Rockhill Pump Station	Prein & Newhof	Plainfield Township	$ 156,000	2008
Market Street Storm Water Pump Station	FTC&H	City of Grand Rapids	$ 403,000	2008
City Wyoming Clean Water Plant	Black &Veatch	City of Wyoming	$ 8,812,000	2007
Kalamzoo WWTP Fine Screens	Jones & Henry	City of Kalamzoo	$ 1,104,000	2006
Remembrance Road Lift Station	Moore & Bruggink	City of Grand Rapids	$ 169,000	2006
Andrews University WWTP	Engineer W&W Engineering	Andrews University	$ 775,000	2005
City of Battle Creek WWTP - New Headworks	Jones & Henry	City of Battle Creek	$ 4,160,000	2005
City of Battle Creek WWTP Chlorination Project	Jones & Henry	City of Battle Creek	$ 450,000	2004
Plainwell WWTP Digester Upgrades	Fleis & Vandenbrink CM	City of Plainwell	$ 382,000	2004
City of Battle Creek WWTP Sludge Conveyance Project	Jones & Henry	City of Battle Creek	$ 515,000	2003
Northwest Ottawa Lift Station	Prein & Newhof	Ottawa County Road Comission	$ 690,000	2001

DAVID CHAPMAN AGENCY

Making Insurance and Bonds Easy

March 29, 2023

Allied Mechanical Services, Inc
PO Box 2587
Kalamazoo, MI 49003

RE: Bond Reference

To Whom It May Concern:

It has been the privilege of the David Chapman Agency, Inc and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Allied Mechanical Services, Inc. for many years. During that time we have had excellent experience. All projects have been completed, and all obligations have been met. In our opinion Allied Mechanical Services, Inc remains properly financed, well equipped, and capably managed.

We evaluate every project based upon its own merits, and the opinion of Allied Mechanical Services, Inc. However, at the present time, we have a Seventy Five Million single project and One Hundred Fifty Million aggregate surety program for this customer. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability to you or affiliates if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A++ (XV) by A.M. Best's Company.

Sincerely,

Cloyd W Barnes
Attorney-in-Fact

5700 W. Mount Hope Hwy. Lansing, MI 48917
517.321.4600
www.DavidChapmanAgency.com

ALLIED MECHANICAL SERVICES, INC.

2018 Citation

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical submitted an appeal for MIOSHA to reduce or drop the citation. Allied Mechanical felt that the violation was incorrectly categorized as a "Serious" violation as it did not fit the definition of a "Serious" violation. MIOSHA agreed to settlement of the contested citation and the citation was reduced from "Serious" to "Other than Serious."

Sincerely,

Dan Nielsen
Safety Director

2018 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. A company wide toolbox talk was administered on proper mobile equipment operation while on the jobsite. This included safe transportation of employees and material across the jobsite using correct mobile equipment. It was expressed to employees that riding on loads, fenders, running boards, sideboards, tailgates, or equipment will not be tolerated and is a direct violation of Allied Mechanical Services Safety and Health Policy.

Sincerely,

Dan Nielsen
Safety Director

2019 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. From this point forward, a revised approach to ladder safety was implemented for all new hires as well as refresher training for all existing employees on correct ladder usage. Training included proper ladder selection, inspection, set up, securement, 3 points of contact, etc.

Sincerely,

Dan Nielsen
Safety Director

2019 Citation

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result, two violations were cited as "Serious", Citation #1, Item #1a and Citation #1, Item #1b. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical filed a petition for modification and/or dismissal of the citations issued. MIOSHA agreed to settlement and Citation #1, Item #1b was vacated. Citation #1, Item #1a petition was denied and the proposed penalty was reaffirmed. As a result, a fine of $2,940 was paid to MIOSHA.

Sincerely,

Dan Nielsen
Safety Director

To whom it may concern:

Allied Mechanical Services employs all our plumbers and pipefitters as direct employees. Currently, we do not foresee any conflicting labor schedules. If any unseen circumstances require temporary workers, Allied Mechanical participates in labor sharing with other trade contractors with trade specific trained professionals. Allied Mechanical makes these statements based on project schedule and our manpower forecast. Labor is then reserved for the duration of the project. Allied Mechanical does not misclassify its employees as independent contractors.

Substance Abuse Policy

Policy Statement

Allied Mechanical Services (AMS) and Subsidiaries recognizes the national concerns on drug abuse, as demonstrated by the Drug Free Workplace Act and regulations promulgated pursuant to that Act by the U.S. Department of Transportation, Defense and other Federal agencies which require federal contractors to establish drug testing programs. AMS and Subsidiaries recognizes the similar concern over alcohol use on the job and abuse of legal substances of all sorts.

Purposes of the Policy

Alcohol and drug abuse is a problem that results in injury to employees, decreased productivity, increased worker's compensation and health care costs, plus increased tool and material costs.

As a result, action must be taken to work effectively to preserve the integrity of the work site and the safety and health of all employees. The Policy is established to:

1. promote a safe work environment for employees, other contractors, owners and the public;
2. protect employee and Company property;
3. increase productivity; and
4. enhance operational security.

Application

1. This Policy applies to all AMS and Subsidiaries job classifications, including management and owner employees.
2. At times, other companies and general contractors on specific jobs may establish drug and alcohol policies and or rules which must be accepted by AMS and Subsidiaries as part of its obligations and expectations. In situations where such rules and/or policies have been established and have been agreed to by AMS and Subsidiaries as part of its obligations, these rules and policies will be strictly adhered to by AMS and Subsidiaries and all its employees who are working on the particular job involved. These rules and/or policies may include, but are not limited to, pre-employment, on the job, or random testing; removal of AMS and Subsidiaries employees from the job for reasonable suspicion of drug or alcohol use; inspection of AMS and Subsidiaries property and that of its employees when present on the job sites; and other rules or policies established for this general purpose.

When Policy Applies

The Policy shall apply to AMS and Subsidiaries employees when they are on AMS and Subsidiaries "time" or on AMS and Subsidiaries "premises." AMS and Subsidiaries "premises" is defined for the purposes of this Policy as all property, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles (as driver or passenger), whether owned, leased or used by AMS and Subsidiaries and the job sites of all those customers using AMS and Subsidiaries construction and maintenance services. AMS and Subsidiaries "time" is defined as any period when an AMS and Subsidiaries employee is on duty, is performing, expected to be performing, whether or not the employee is at his/her assigned work location.

The Policy also prohibits the use of "prohibited substances" (as defined in Section F) while off AMS and Subsidiaries time or premises if such use in any way affects the employee's ability to safely or competently perform his/her job.

Any off-the-job conduct resulting in a criminal drug statue conviction will be considered a violation of this policy and may result in disciplinary action. In deciding what actions to take, AMS and Subsidiaries will
consider the nature and circumstances of the conviction, employee's work record, length of service and other relevant factors.

Prohibited Conduct

1. Unauthorized use, possession, manufacture, distribution dispensation or sale of a prohibited substance on AMS and Subsidiaries time or premises.
2. Storing a prohibited substance in a locker, desk, lunch container, automobile or other repository on AMS and Subsidiaries premises.
3. Being under the influence of an illegal drug, controlled substance or alcohol on AMS and Subsidiaries time or premises. "Under the influence" of alcohol is defined as a breath alcohol concentration of equal to or greater than 0.02%. "Under the influence" of a controlled substance or illegal drug is defined as testing positive at a professionally recognized mg/ml level of the "panel 10" list which is attached and incorporated into this Policy.
4. Possession, use, manufacture, distribution, dispensation or sale of a prohibited substance off AMS and Subsidiaries time or premises that adversely affects the employee's work performance, his own or others' safety at work.
5. Substituting or adulterating any body substance specimen or sample fluid submitted for testing. Any form of tampering or substitution shall constitute a refusal to be tested and subject an employee to discharge.
6. Refusing consent to testing or to submit a urine, breath or other sample for testing without valid medical explanation when requested by AMS and Subsidiaries consistent with the requirements of this Policy.
7. Refusing to submit to an inspection when requested by AMS and Subsidiaries or an owner or general contractor consistent with the requirements of this Policy.
8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
9. Conviction under any criminal drug statute under circumstances which adversely affect AMS and Subsidiaries' regard or reputation in the community.
10. Failure to report to AMS and Subsidiaries the use of a prescribed or over the counter drug which may alter the employee's behavior or physical or mental ability to safely perform work activities.
11. Refusing to acknowledge in writing receipt of AMS and Subsidiaries' Substance Abuse Policy.

Prohibited Substances are defined as:

1. Illegal drugs and other controlled substances (including trace amounts).
2. Alcohol, which is defined as alcoholic beverages and any beverage, mixture or preparation, including medication, containing alcohol.
3. Prescription drugs which are known to or may impair a person's work performance or are not being used for its intended purpose or in its prescribed or recommended manner or quantity -- except as provided in Section VII.

Prescription Drugs and Other Medications

1. Employee Responsibility. Employees using prescription drugs or using over-the-counter medications which may impair work performance are responsible for being aware of any potential effects such substances may have on their judgment or ability to perform duties and for reporting such use to their supervisor prior to beginning work. If an employee fails to comply with the prescription restrictions stated in the Policy, neither a physician's prescription nor other medical reason will be an acceptable excuse. Violations of this Section shall be treated as any other violation under this Policy.

Supervisors and Union officials shall maintain the strict confidentiality of any information regarding an employee's use of prescription or over-the-counter drugs.

2. Affirmative Duties.

a. Employees shall inform the supervisor prior to starting work of the need to use prescribed drugs which have the potential to impair job performance.

b. Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician.

c. Employees shall possess only enough medication for a twenty four hour period. AMS and Subsidiaries at all times reserves the right to have its Company physician determine if a prescription drug or over-the-counter medication impairs work performance and may restrict the employee's work activity accordingly.

Implementation and Enforcement of Policy

The following procedures will be employed to assure compliance with the Policy:

1. Testing. Employees or potential employees will be requested to submit samples for substance testing, including, but not limited to, urine, saliva, blood, plasma, breath, hair follicle or other generally accepted testing procedures in the following circumstances:

a. As a condition of consideration for employment.

b. As a condition of being assigned to a job site where the contractor or owner requires pre-assignment testing of AMS and Subsidiaries employees.

c. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has used or that use of prohibited substances has impaired the employee's ability to competently or safely perform work. An employee who is selected for reasonable suspicion testing is considered unqualified to work and will be placed on immediate unpaid suspension pending the results of the tests. If the test are negative, the employee will be paid for all lost wages incurred during the period of suspension, and his or her personnel file shall be updated to reflect reversal of suspension.

d. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has unauthorized possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances on AMS and Subsidiaries time or premises.

e. Following an accident or incident on AMS and Subsidiaries time and premises in which AMS and Subsidiaries is reasonably assured that safety precautions have been violated or AMS and Subsidiaries is reasonably assured that the employee engaged in careless acts or behavior, or where any employee's performance was a contributing factor in an accident resulting in personal injury or property.

f. While an employee is subject to a Last Chance Agreement.

g. AMS and Subsidiaries will random test only where local, state, and Federal laws require, in "Last Chance Agreements where specified, and as otherwise specified in this policy. Random testing may also be conducted on employees who are assigned to work sites where the requirements of the general contractor or owner require AMS and Subsidiaries employees to participate in such testing. Assignment to such jobs shall constitute notice to and acceptance by the employee of their obligation to participate in such programs.

Testing Procedures

1. Any laboratory used for testing shall be licensed and be in good standing with the State of Michigan. In addition, such laboratory shall follow the guidelines of the National Institute of Drug Abuse and the U.S. Department of Health and Human Services. In addition, the laboratory shall be willing to explain its procedures, be subject to reasonable inspection by AMS and Subsidiaries and Union and be willing to provide expert testimony.
2. All test samples shall be collected in a manner to protect:
   a. Personal privacy.
   b. Proper chain of custody and identification.
   c. Against tampering.
3. All initial positive test results shall be confirmed by the GCIMS test or its equivalent.
4. The affected employee will be given a copy of the test results. Test result confidentiality shall be strictly maintained and made available only on a need to know basis or when required by law.
5. The affected employee will be advised of positive results by medical "personnel and have the opportunity to provide an explanation. The affected employee shall have the right to have his/her sample independently retest by an approved laboratory of his/her choice at his/her expense. If the independent retest does not indicate a positive test result, the employee shall be reinstated as soon as possible to work with full back pay and benefits.
6. Pre-Employment Testing. Consideration for employment at AMS and Subsidiaries is contingent upon submitting to a substance screening test. Employment applicants will be required to sign a substance screening test consent form allowing (1) AMS and Subsidiaries to administer the substance screening test and (2) the release of test results from the independent laboratory retained by AMS and Subsidiaries to analyze the specimen. Applicants that test positive on the substance screening test shall be given the opportunity to explain their positive test result. Only explanations that can be verified by reference to information provided on the substance screening test consent form will qualify an employee for further consideration. AMS and Subsidiaries retains sole discretion to accept or reject such explanations. AMS and Subsidiaries hires only those applicants that (1) test negative, or (2) are able to explain their positive test result, to AMS and Subsidiaries' satisfaction, based on information disclosed on the substance screening test consent form.

Consequences of A Policy Violation

AMS and Subsidiaries reserves the right to impose disciplinary action, up to and including discharge, upon an employee who violates any provision of this Policy.

Investigation

1. Searches. Employees, while on AMS and Subsidiaries' "premises," shall be required as a condition of employment to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or other repositories, when AMS and Subsidiaries has reasonable suspicion to believe that an employee has used, possesses or is concealing, transporting, promoting, selling or manufacturing unauthorized, illegal or prohibited substances as defined in this Policy. AMS and Subsidiaries reserves the right to inspect the contents of any Company property being used by the employee at any time.
2. Employee Privacy. Testing and searches will be conducted with due regard for the personal privacy of each employee.

Refusal to Submit to Tests or Searches

No employee search or substance test will be conducted without the employee's consent. However, an employee that refuses to submit to a search or test within the scope of this Policy will be subject to disciplinary action up to and including discharge.

Substance Abuse Problems and Last Chance Agreements

1. An employee who test positive following a properly implemented drug screening procedure, as set forth in this Policy, under normal circumstances in the discretion of AMS and Subsidiaries, but without precedent to any future incident which this or any other employee, may be offered the opportunity to enter into a Last Chance Agreement. The primary objective of the Last Chance Agreement is to help rehabilitate an employee who has or may develop alcohol, drug dependency health or behavioral problems. As part of the Last Chance process, an employee will be referred to an employee assistance program or to some form of inpatient or outpatient treatment program.

   Regardless, such a referral does not insulate the referred employee from the responsibility when at work to abide by all terms and conditions of employment.

2. AMS and Subsidiaries shall have the sole discretion to determine whether or not to allow the employee to continue working while undergoing treatment or counseling. Upon completion of the approved counseling center program, and provided there is work available, the employee shall be reinstated to his/her former position of employment.

3. During the period of treatment and/or counseling and upon return to work following completion of treatment and or counseling the employee shall be subject to random mandatory drug testing for a period of twelve (12) months.

4. The Last Chance Agreement shall provide that an employee testing positive for substance abuse may return to employment at AMS and Subsidiaries only under the following conditions:

   a. The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.

   b. The employee must successfully complete a treatment protocols recommended to the employee and AMS and Subsidiaries

   c. The employee must agree to submit to unannounced random testing for the duration of the treatment plus twelve (12) months following completion of the treatment.

   d. An employee returning to work under a Last Chance Agreement will be subject to immediate discharge without recourse for any violation of this Policy including, but not limited to, a positive drug test result, alcohol test result of 0.02 or greater or refusal to test.

   e. An employee who successfully completes the treatment or counseling program and who is returned to work will be encouraged to contact and avail him/herself of the AMS and Subsidiaries Employee Assistance Program for assistance and support on a self-referral basis.

WARRANTY

Allied Mechanical Services, Inc. hereby warrants that all work performed, or materials furnished in the construction of the above referenced project, pursuant to our contract, shall be free of defects of faulty workmanship and/or materials per the time period mentioned in specifications.

Upon written notice of any defects resulting from faulty workmanship or material within the above time period, Allied Mechanical Services, Inc. will correct or replace same within a reasonable period of time.

This warranty shall not cover defects resulting from damage not caused by the defect, negligence, normal wear and tear, or failure to follow maintenance or operating instructions. Under no circumstance will Allied Mechanical Services, Inc. be liable for incidental or consequential damage.

BOB SWEET

PROJECT EXECUTIVE

ALLIED MECHANICAL SERVICES

EDUCATION

4-year Apprenticeship at Kellogg Community College

CERTIFICATIONS

Medical Gas Certification, First Aid, Confined Space, Licensed Master Plumber

Bob has been a part of the AMS team since 1989 and is one of AMS' most experienced project managers. Throughout his time with AMS, Bob has been in the roles of Pipefitter, Plumber, Field Forman, Superintendent and has been in the Project Manager role since 2005. During the course of his Career, Bob has held his Master Plumber's license as well as continued his education through workshops to stay current on piping components, P.R.V.'s, Traps, etc.

RECENT EXPERIENCE

- Graphic Packaging Paper Mill
- Plains LPG Brine Emissions Project
- Seisuki Voltek Mill Grinder Project Zoetis OSD Phase 1 & 2
- Pfizer B66 Micronizing Upgrades Pfizer API Centralized Chiller Addition B663
- Andersons Ethanol Plant Expansion
- Pfizer Site Chilled Water Upgrades\
- Benton Harbor St Joe Wastewater Treatment Plant
- Pfizer AOV Work Center
- City of Kalamazoo Wastewater Treatment Plant
- Kalamazoo Public Schools
- Battle Creek High School – 2008 - 12.5 M Addition

DAVE STUART

PROJECT SUPERINTENDENT

ALLIED MECHANICAL SERVICES

Dave joined Allied Mechanical Services in 1991 as an apprentice, and completed the program in 1995. He is a state licensed journeyman plumber who has been a site superintendent since 1997 with an expansive knowledge of wastewater projects.

CERTIFICATIONS

- Licensed Journeyman Plumber
- Licensed Med gas Installer/Brazer
- OSHA 10hr Training
- OSHA 30hr Training
- Skytrack/Forklift
- Scaffolding
- Aerial/Scissor lifts
- Asbestos awareness
- Confined Space

RECENT EXPERIENCE

- Jackson WWTP Clarifier Launder Covers
- Jackson WTP Filter Pipe Gallery Improvements
- Jonesville WTP
- Homer WWTP Lagoon
- Albion College Misc. Projects
- Charles River Archives Central Shipping

DAN NIELSEN

SAFETY DIRECTOR

ALLIED MECHANICAL SERVICES

EDUCATION

Grand Valley State University

Bachelor's Degree in Occupational Safety and Health Management

CERTIFICATION

Graduate Safety Practitioner (GSP) designation through the Board of Certified Safety Professionals.

Dan plays a crucial role in the safety of all AMS employees both in our shops as well as on our various jobsites. Dan brings with him extensive safety experience in a multitude of facilities and jobsites, both creating and managing safety programs. His attention to detail, ability to demonstrate active listening, and attentiveness on all jobsites and in both shops have created a safer environment for not only our team, but also companies around us.

RECENT EXPERIENCE

- Graphic Packaging
- Western Michigan University Student Center
- Various Pfizer Projects
- East Lansing Wastewater
- Hastings Wastewater
- Grand Rapids Phosphorus Recovery
- Grand Rapids Renewable Natural Gas
- Metro Health – Allendale
- Borgess Hospital
- Ludington Elementary

References from individuals/Entities:

Nick Mangas
City of Jackson
nmangas@cityofjackson.org
517-788-4073

Bill Poelma
wpoelma@grand-rapids.mi.us
616-334-7876

The City of EL WRRF contact from Tetra Tech is Brent Bode
brent.bode@tetratech.com
(616) 262-4203

Ada Booster station:
Jacob Bruggink
616-363-9801
jbruggink@mbce.com

Coopersville Booster station:
Larry Erhardt Jr. with Skye Construction
lerhardtjr3@msn.com
616-915-5279

Brian Phillips
Fishbeck
MSU WTP
616-443-9915
bdphillips@ftch.com

Quality Control Log

	Compan	Item	Location	Solution	Date Identified	Date Resolved	Ready for Review?	Reviewed by/Date	Comments
1	AMS	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	All equipment connections are complete. Any lines needing adjustment have been addressed.
2	AMS	Additional hangers needed or adjusted.	Throughout site.	Add hangers or adjust hangers as needed when piping is connected to equipment.	8/20/18	7/18/19	Yes	jb 8/14/19	Hangers have been adjusted/added where needed.
3	AMS	Mains not square	2C, Corridor H_222	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
4	AMS	Mains not square, branch lines not level.	2C, Open Office 28100	Plumb hangers up, adjust mains as needed. Adjust hangers as needed.	8/20/18	11/8/18	Yes	jb 2/1/19	
5	AMS	CHW lines need to be re-positioned.	2C, Corridor H_226	Sqaure up and reposition lines in hangers.	8/20/18	8/30/18	Yes	jb 2/1/19	
6	AMS	Mains not square	2C, Open Office 27000	Plumb hangers up, adjust mains as	8/20/18	9/7/18	Yes	jb 2/1/19	
7	AMS	2" HHW lines not straight.	1C, Rm 17030	Plumb hangers up, square lines up.	8/20/18	9/12/18	Yes	jb 2/1/19	
8	AMS	2.5" HHW mains not straight.	1C, H_116 corridor	Plumb hangers up, adjust mains as	8/20/18	9/10/18	Yes	jb 2/1/19	
9	AMS	Protect FCU, square unit up.	1A, FCU-1116	Cover unit and square up/adjust hangers as needed.	8/20/18	8/30/18	Yes	jb 2/1/19	
10	AMS	Lowpoint drain not square	1 E near womens R_109	Square valve up to main.	8/21/18	9/12/18	Yes	jb 2/26/19	
11	AMS	Lines not square (former storm clash)	1F, near STU-13001_1	Repipe branch line as needed.	8/21/18	9/20/19	Yes		
12	AMS	Line not square	1G near stairwell	Square line up as needed.	8/22/18	12/3/18	Yes	jb 4/3/19	
13	AMS	Clash with conduit	3E near Elec e_303	Investigate w/ Buist, repipe if needed.	8/22/18	8/30/18	Yes	jb 3/1/2019	
14	AMS	Line feeding AHU-11 not	3F near risers to AHU-11	Re-weld and square line up as needed.	8/22/18	9/13/18	Yes	jb 4/3/19	
15	AMS	Insulation clearance issue with sprinkler.	3G near Collab 32032	Investigate w/ Total and repipe as needed.	8/22/18	8/30/18	Yes	jb 3/1/19	
16	AMS	Carbon riser feeding AHU-17 not plumb.	3G feeding AHU-17	Adjust riser as needed.	8/22/18	8/31/18	Yes	jb 2/26/19	
17	AMS	Missing strut clamps.	3G near stairwell.	Add strut clamps.	8/22/18	9/6/18	Yes	jb 2/1/19	
18	RCM	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	9/20/19	Yes		
19	RCM	Adjust varous hangers	Throughout site.	Adjust/plumb hangers up when connected to equipment.	8/20/18	9/20/19	Yes		
20	RCM	P-traps not supported	LL- Multiple locations	Add hangers on p-traps	8/21/18	4/25/19	Yes	jb 5/6/19	All p-traps are supported throughout site
21	RCM	Support various storm clean outs	Throughout site	Install hanger at wye/cleanout	8/21/18	4/30/19	Yes	jb 8/14/19	All wye/cleanouts are supported throughout site
22	RCM	Pipes not straight or supported to wall	1A- rm 15010	Secure to wall and straighten.	8/21/18	8/29/18	Yes	jb 4/10/19	
23	RCM	Piping not straight to N. wall	1A- rm 15052	Straighten lines and secure to wall	8/21/18	8/30/18	Yes	jb 3/1/2019	
24	RCM	VTR riser not plumb	1A- rm 15054	Plumb riser	8/21/18	8/30/18	Yes	jb 4/3/19	
25	RCM	Air line not plumb	1A- rm15057	Plumb air line	8/21/18	8/30/18	Yes	jb 4/3/19	
26	RCM	Additional couplings	1A- rm 06009	Repipe as needed .	8/21/18	8/30/18	Yes	jb 8/31/18	
27	RCM	Pipe not in wall	1C- @ col 18C	Move pipe into framing around column	8/22/18	9/14/18	Yes	jb 2/13/19	
28	RCM	Pipe not properly supported	2A- corr @ col 4C	Add hanger on 8" 90	8/22/18	9/6/18	Yes	jb 4/15/19	
29	RCM	Pipe pushed out of wall for framing	2A- corr @ col 4D	Re-install lines into framing around column	8/22/18	9/6/18	Yes	jb 2/13/19	Verified lines are back within framing on 9-6-18
30	RCM	Pipe not properly supported	2A- corr H 214	Add hanger on 6" 90	8/22/18	10/4/18	Yes	jb 2/13/19	
31	RCM	Pipe not properly supported	2B- corr H 219 @ col 9B	Add hanger on 6" 90	8/22/18	9/12/18	Yes	jb 2/13/19	
32	RCM	Unistrut out of chase	2B- 26026	Relocate unistrut into chase	8/22/18	9/7/18	Yes	jb 9/7/18	
33	RCM	Additional couplings	3F- corr H 303	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
34	RCM	Additional couplings	3E- rm 33000	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	jb 8/31/18	
35	RCM	Pipe not in wall	1E- rm R 110	Move pipe into wall	8/22/2018	8/29/2018	Yes	jb 8/31/18	
36	RCM	Multiple couplings in bathroom group water piping.	2E/F, Mens R_205, Womens R_204	Repipe bathroom group to eliminate excess couplings	8/16/2018	1/8/2019	Yes	jb 1/11/19	Bathroom group has been
37	RCM	Pipe not properly supported	1E - rm 14000	Add hanger on 8" 90	8/22/2018	9/6/2018	Yes	jb 4/15/19	
38	AMS	Lowpoint drains needed	Bsmnt. Rm 05002	Cut tee's in place & install l.p. drains.	9/7/2018	9/12/2018	Yes	jb 5/3/19	
39	AMS	Touchup paint roof AHU's	PD/WP Roofs	Clean units and re-paint as needed.	9/17/2018				**9/20 UPDATE: Unit touchup painted has begun and will be ongoing for the next week or two.**
40	AMS	HRC liquid supply lines kinked.	Chiller Rm 07020	Evacuate refridgerant, replace and recharge chiller.	9/12/2018	6/20/2019	Yes	jb 8/14/19	Trane techs have replaced lines.
41	AMS	Various AHU coil fins have been hit.	PD/WP Roofs	Comb out coil fins as needed.	9/13/2018				Once construction in AHU units has be completed, we will clean and comb out fins. 1.9.19 UPDATE: We have been doing a preliminary "comb" of the fins as the AHU's have been tested.
42	AMS	CH-1,2,3 insulation has been damaged.	Chiller Rm 07020	Touch up paint economizer barrels and re-insulate damaged areas.	9/11/2018	7/18/2019	Yes	jb 8/14/19	Kasten has completed the insulation repairs.
43	RCM	Strut not in wall.	2A, Open Office 25070	Cut strut back inside of wall.	9/19/2018	10/10/2018	Yes	jb 2/1/19	
44	RCM	Lines not level.	1E, Servery 13000	Adjust hangers as needed.	9/18/2018	9/21/2018	Yes	jb 2/1/19	
45	AMS/RCM	Drywall damage due to ongoing RI work.	Various locations found, notably in 1A.	Coordinate with Titan on repairs.	9/21/2018	9/20/2019	Yes		
46	AMS	Insulation clearnace with stud walls.	Various locations.	Coordinate with Titan on clearance requirements.	9/21/2018	9/20/2019	Yes		This specific pic is at the 1D/H intersection, @ col. Line X.
47	RCM	PVC lines need hangers.	2C, outside of Elec Rm E-208	Add hangers as needed.	9/21/2018	11/6/2018	Yes	jb 2/4/19	
48	FHC	Coil needs to be replaced.	1A, corridor H_105	Replace coil.	9/28/2018	11/1/2018	Yes	jb 11/1/18	Coil has been replaced.
49	AMS	STU supply line not square.	LL B, Electronics Cleaning Rm.	Square supply line up as needed.	9/28/2018	10/5/2018	Yes	jb 3/5/19	
50	AMS	Hangers missing	1G, near Rm. 12033	Add hangers	10/4/2018	10/5/2018	Yes	jb 3/5/19	Lines have been cut back until equipment has been set.
51	AMS/FHC	UFW coil leaking.	Coil 24000-3, Open Office 24000 2E	Replace coil.	10/12/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
52	AMS/FHC	UFW coil leaking.	Coil 23040-2, Open Office 23040 2F	Replace coil.	10/15/2018	1/10/2019	Yes	jb 1/10/2019	Coils have been reinstalled. Piping reconnections to follow.
53	AMS/FHC	UFW coil damaged	Coil 31024, Collab 31024.	Replace coil.	10/19/2018	1/10/2019	Yes	jb 1/10/19	Coils have been reinstalled. Piping reconnections to follow.
54	AMS/FHC	UFW coil damaged	Coil 23036, Open Office 23040	Replace coil.	10/19/2018	10/24/2018	Yes	jb 2/6/19	Coil was inspected during a factory visit and damage was deemed to not affect performance.
55	AMS	Misc. underfloor piping repairs.	Throughout bld.	Address piping support issues and any damaged coils as needed.	10/25/2018	9/20/2019	Yes	jb 1/22/19	**9/20 UPDATE: All areas have been checked over and complete.**
56	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 2" vents thru the roof.	10/31/2018	1/16/2019	Yes	jb 1/16/19	
57	RCM	Riser not supported.	3F, Toilet R_206	Add supports on 4" vents thru the roof.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
58	RCM	Piping not plumb.	1F, Kitchen	Plumb lines up as needed.	10/31/2018	11/15/2018	Yes	jb 1/16/19	
59	AMS	Hanger not plumb.	Bsmnt. HHW Boiler Rm.	Plumb hanger up as needed.	11/9/2018	11/15/2018	Yes	jb 3/12/19	
60	AMS	Return piping not	1D, Rm. 19008	Plumb/square piping up as needed.	11/27/2018	1/17/2019	Yes	jb 5/4/19	
61	AMS	Supply line needs to be	2B, Corridor H 220	Clamp pipe to strut or add hanger.	11/27/2018	12/12/2018	Yes	jb 5/29/19	
62	AMS	Hanger installed on strainer	2C, Office 28090	Install hanger on pipe.	11/27/2018	12/11/2018	Yes	jb 5/29/19	
63	AMS	Piggy-back hanger in place	2C, Office 28091	Install individual hanger for piping.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
64	AMS	Hangers missing	2C, Huddle 28093	Install hangers on supply/return piping	11/27/2018	12/12/2018	Yes	jb 5/4/19	
65	AMS	Flex hose not straight	2C, Open Office 28130	Rework piping to straighten hose out.	11/27/2018	12/12/2018	Yes	jb 5/4/19	
66	AMS	Piggy-back hanger in place	2B, Corridor H 219	Install individual hanger for piping.	11/27/2018	12/3/2018	Yes	jb 3/12/19	
67	AMS	Supply line is sagging	LL A, Marketing Cage	Install pipe hanger as needed.	12/3/2018	12/4/2018	Yes	jb 4/18/19	
68	AMS	Lines not square.	LL A, Test Lab Storage 05041	Square lines up as needed.	12/3/2018	1/3/2019	Yes	jb 4/18/19	
69	AMS	Flex hose not straight	LL B, Corridor	Square flex hoses up as needed.	12/3/2018	12/7/2018	Yes	jb 5/4/19	Lines will be squared up after final duct connections have been made.
70	AMS	Hangers installed on flex hoses	LL B, Electronics Cleaning Rm.	Install hangers on piping.	12/3/2018	12/5/2018	Yes	3/12/2019	
71	AMS	Lines not square	LL B, Electronics Coating	Square lines up as needed.	12/3/2018	12/5/2018	Yes	jb 2/13/19	
72	AMS	Hanger needed on supply line	LL C Boiler Rm.	Install hanger.	12/3/2018	12/4/2018	Yes	jb 2/26/19	

73	AMS	Return line insulation clash w/ cast iron line.	LL C, Facilities Storage	Coordinate with RCM for required insulation clearance.	12/3/2018	12/4/2018	Yes	jb 5/4/19	
74	RCM	Piping not straight	1G- Corr. H_101	Straighten cast iron piping	12/4/2018	1/4/2019	Yes	jb 4/18/19	
75	RCM	Pipe not properly supported	2F- Central Coffee Bar	Add support to 2" drain to DW	12/4/2018	12/12/2018	Yes	jb 12/12/18	
76	RCM	Pipe not properly supported	2F- 7.9A/GG	Add support to 4" San stack	12/4/2018	12/12/2018	Yes	jb 12/12/18	
77	RCM	Pipe not properly supported	2F- Women's R_204	Add support to 2" vent off carrier	12/4/2018	12/12/2018	Yes	jb 12/12/2018	
78	FHC	Hanger rods crooked	1B, Woody 15051	Plumb hangers up.	12/11/2018	9/20/2019	Yes		
79	AMS	Hanger on flex hose	1A, Rm 15017	Relocate hanger.	12/11/2018	12/19/2018	Yes	3/12/2019	Strut support has been added downstream of return flex hose.
80	AMS	Flex hose laying on strut	1A, Corridor H_107	Relocate strut.	12/11/2018	1/10/2019	Yes	jb 5/4/19	
81	FHC	Spiral not straight	LLB, Test Lab Storage	Square duct up.	12/7/2018	1/4/2019	Yes	jb 1/25/19	
82	AMS	Supply line not square	1B, Woody Junior 15028	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 4/22/19	
83	AMS	Supply / return lines not	1B, Packaging Lab 18007	Square lines up as needed.	12/18/2018	1/11/2019	Yes	jb 5/4/19	
84	AMS	Supply line not square	1B, Corridor H_115	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	jb 5/29/19	
85	AMS	Hangers on flexes	1B, Test Systems 18021	Relocate hangers as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
86	AMS	Return line not square	1B, Test Systems 18021	Square return line up as needed.	12/18/2018	12/19/2018	Yes	jb 5/29/19	
87	FHC	"L" brackets loose or missing on underfloor coils.	Throughout underfloor system.	Reinstall / tighten "L" brackets for UFW coils.	12/18/2018	9/20/2019	Yes		**9/20 UPDATE: All brackets have been secured as part of our underfloor sweep.**
88	FHC	Various hangers not plumb.	1A/B	Plumb up or reinstall hanger rods.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
89	FHC	Various duct runs not square	1A/B	Square duct up as needed.	12/19/2018	8/6/2019	Yes	jb 8/14/19	
90	RCM	Pipe not supported	3F- Coffee Bar 33036	Add supports as needed.	1/8/2019	1/16/2019	Yes	jb 5/29/19	
91	AMS	Piping not square	1F/G, Open Office 12020	Straigthen piping out as needed.	1/10/2019	4/1/2019	Yes	jb 4/22/19	
92	AMS	Return side ball valve not	1F/G, Open Office 12020	Re-install ball valve so handle is plumb.	1/10/2019	4/1/2019	Yes	jb 6/5/19	
93	AMS	Piping / wall interference	1F, Storage 13014	Repipe coil to avoid wall.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
94	AMS	Unnecessary supply pipe loop.	1F, ER 13015	Repipe supply line to remove flex loop.	1/10/2019	4/2/2019	Yes	jb 6/5/19	
95	AMS	Supply line not level	2A, Build/Test 25064	Adjust hanger to level supply.	1/24/2019	7/19/2019	Yes	jb 8/14/19	
96	AMS	Coil connections sagging.	2B, Corridor H 221	Add hangers to coil connections.	1/24/2019	4/3/2019	Yes	jb 4/10/19	
97	AMS	Coil connections sagging.	2C, Huddle 28003	Add hangers to coil connections.	1/24/2019	4/4/2019	Yes	jb 4/10/19	
98	AMS	Supply line clash with stud	1E, Womens R_109	Re-pipe supply to avoid wall clash	1/24/2019	4/2/2019	Yes	jb 4/10/19	
99	AMS/FHC	UFW coil froze and cracked.	2A, Open Office 25060-1	Replace coil and reinstall pipe coil kit.	2/1/2019	4/3/2019	Yes	jb 4/10/2019	
100	RCM	Pipe not properly supported	3G, Coffee 32036	Add support on 2- 2" vtr's	2/12/2019	2/22/219	Yes	jb 4/22/19	
101	RCM	Pipe not properly supported	3G, R303	Add support on 4" VTR	2/12/2019	2/22/2019	Yes	jb 4/10/19	
102	RCM	Pipe not properly supported	3G, R303	Add support on 8" storm in chase	2/12/2019	2/22/2019	Yes	jb 4/10/19	
103	RCM	Pipe not properly supported	3F, Kitchen/Servery	Add support on 2" VTR	2/12/2019	2/22/2019	Yes	jb 4/5/19	
104	RCM	Pipe out of plumb	3F, Open Office 33000	Straighten/plumb line	2/12/2019	2/22/2019	Yes	jb 4/5/2019	
105	AMS	Torn/removed insulation, verify no piping issues.	1G, stu-12032	Review piping/replace insulation	2/19/2019	5/28/19	Yes	jb 5/29/19	
106	RCM	Pipe not properly supported	1 E, Mens R110	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 5/29/19	
107	RCM	Pipe not properly supported	1E, Private Locker - R108	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	jb 8/14/19	
108	RCM	Piping not straight	LL Plumbing - 07000	Straighten pipe as needed.	3/12/2019	3/18/19	Yes	jb 4/5/19	
109	FHC	Fulton boiler stack gaskets need replacing.	stack shaft	Reinstall stacks with new gaskets	3/20/2019	4/11/19	Yes	jb 4/5/19	All stacks have been replaced. FHC will continue to monitor for any leaks.
110	AMS	CHW coil has a hairline crack	AHU-5	Trane tech to repair crack.	4/5/2019	6/12/19	Yes	jb 8/14/19	**6/13 Update: Trane techs were onsite 6/12 to make the coil repairs.**
111	AMS	CHW coil has a hairline crack	AHU-6	Trane tech to repair crack.	4/5/2019	5/2/19	Yes	jb 8/14/19	
112	RCM	CPVC lines not square	LL C	Square lines up as needed.	4/17/2019	4/24/19	Yes	jb 5/29/19	
113	AMS	Return line not square	1F, Servery 13000	Square line up as needed.	4/17/2019	4/19/19	Yes	jb 4/22/19	
114	RCM	Copper touching steel pipe	Receiving- LL-A-05002	Re-pipe to avoid contact with steel pipe	5/2/2019	7/11/2019	Yes	jb 8/15/2019	
115	RCM	Piping not square	Receiving- LL-A-05002	Straighten/square up piping	5/2/2019	6/18/2019	Yes	jb 8/15/2019	
116	AMS	Various lowpoint drains below ceiling grid.	2A/B	Shorten drain valve piping as needed.	4/26/2019	5/2/2019	Yes	jb 5/29/19	
117	AMS	Return line below ceiling grid.	2A, Open office 25060-1	Raise return line as needed.	5/7/2019	5/11/2019	Yes	jb 5/29/19	
118	AMS	Lowpoint drain missing cap	3F, Open Office 32000	Install cap	5/30/2019	6/21/2019	Yes	jb 8/15/2019	
119	AMS	CH-1 purge valve was damaged.	Chiller Rm 07020	Replace damaged valve.	6/20/2019	9/16/2019	Yes		**9/16 UPDATE: Purge valve replacement and final startup has been completed.**
120	AMS	AHU-5 circulation pump	AHU-5	Inspect/replace motor	8/14/2019				**9/20 UPDATE: VFD startup tech is making a site visit to inspect the drive with Bulst/Siemens, as this may not be a motor related issue.**

ALLIED MECHANICAL SERVICES

Relevant Major Completed Work Last 5 Years

Project	Owner	Architect Contact information	Completion year	Contract $	Type Of Project
Stryker Intruments Divison Faciltiy	Stryker- Instruments	Tower Pinkster - 616- 456-9944	2019	$32,000,000.00	Plumbing and Mechanical
MSU Water Treatment Plant	Michigan State University	Fishbeck- 616-575-3824	2019	$ 3,890,000.00	Process Piping
Surgery Addition & 6 North Renovation	Ascension Health/Borgess	HED - 248-262-1500	2020	$ 6,200,000.00	Mechanical and plumbing
Boven Birthing Center Renovation	Holland Hospital	Matthei & Colin Associates, LLC - 312-939-4002	2020	$ 3,568,455.00	Mechanical and plumbing
Wastewater Plant Improvements	Grand Haven-Spring Lake Sewer Authority	Prein Newhof- 616-364-8491	2020	$ 1,900,000.00	Plumbing and Mechanical
BioDigestion with Combined Heat and Power	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$19,900,000.00	Process Piping
South Neighborhood Housing	Western Michigan University	Stantech - 1-866-782-6832	2020	$ 7,500,000.00	Mechanical
Renewable Natural Gas	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	$ 1,200,000.00	Process Piping
Solids Handling Improvements with Digestion	City of East Lansing	Tetra Tech - 517-394-7900	2020	$11,222,000.00	Plumbing
Mercy Health Muskegon Consolidation Project	Mercy Health	HGA - 414.278.8200	2021	$23,310,000.00	Plumbing and Mechanical
South Christian	South Christian	AMBG - 616-454-1600	2021	$ 1,716,000.00	Mechanical Piping
MSU Research Center	Michigan State University	Smith Group - 312-641-0770	2021	$12,391,000.00	Plumbing and Mechanicl
Graphic Packaging International Inc.	Graphic Packaging	Afry- 646 651 1547	2021	$25,000,000.00	Process Piping and Mechanical

TriCoast Advisors

March 7, 2023

Allied Mechanical Services Inc
5688 E ML Avenue
PO Box 2587
Kalamazoo MI 49003

Re: Workers Compensation

The purpose of this letter is to confirm Allied Mechanical Services, Inc workers compensation experience modification factors for the current and previous three terms:

03/01/23 to 03/01/2024 – .81
03/01/22 to 03/01/2023 – .86
03/01/21 to 03/01/2022 – .85
03/01/20 to 03/01/2021 – .87

If you have any questions, please let me know. Thank you!

Respectfully

Tammy VanderStelt
Senior Account Manager

ALLIED MECHANICAL SERVICES

Allied Mechanical Employee OSHA10/30

Boone, Scott	P	10
Boucher, Andrew	P	10
Clark, Blake	SM	10
Deemer, Steve	P	10
Huizinga, Jeff	PM	10
Love, Bradley	SM	10
Matthews, Jeff	P	10
Meyer, Rick	P	10
Midose, Jeff	P	10
Miller, Terry	P	10
Raith, Richard	P	10
Rozema, Troy	Service	10
Shook, Randy	P	10
Sloan, Mark	P	10
Stahlhood, Rocky	P	10
Terry, Thomas	P	10
Witkowski, John	P	10
Anderson, Ed	P	30
Baatz, Mike	SM	30
Babcock, Charlie	P	30
Bamm, Doug	SM	30
Bergman, Brian	P	30
Black, Jeff	P	30
Blouin, Kerry	P	30
Bowers, Matt	P	30
Brown, Benjamin	P	30
Butler, Matt	SM	30
Cross, Darius	P	30
Doolittle, Jason	SM	30
Dowding, Dustin	SM	30
Eifler, Duane	P	30
Eifler, Rob	P	30

Eshuis, Ben	P	30
Flanders, Mark	P	30
Flanders, Zach	P	30
Hale, Dan	BIM	30
Halsey, Brian	SM	30
Harris, Todd	P	30
Herder, Jason	SM	30
Huizinga, Mark	PM	30
Jean, Samuel	P	30
Kienitz, Erik	SM	30
King, Robert	SM	30
Klein, Ken	P	30
Koppenol, Mike	P	30
Leep, Curtis	P	30
Lemmer, Steve	P	30
Manning, Mike	SM	30
Martinez, Ruben	P	30
Modderman, Jeff	PM	30
Modderman, Seth	P	30
Moore, Kevin	SM	30
Myers, Alex	P	30
Olney, Chuck	P	30
Parker, Bob	P	30
Reed, Don	P	30
Smith, Brandon	SM	30
Storey, Theron	P	30
Stuart, Dave	P	30
Szykely, Travis	SM	30
Taliaferro, Aaron	SM	30
Tyler, Ken	SM	30
Vandenberg, Steve	P	30
Wyman, Daniel S	SM	30

Allied Mechanical Safety

Allied Mechanical Services stresses the importance of workplace safety to all employees. Safety and health are an integral part of all operations including planning, development, production, admin, sales, and transportation. Accidents have no place in our company. We work consistently to maintain safe and healthful working conditions. Our efforts of creating a safe work environment include but are not limited to:

1. A full time Safety Director to implement site specific requirements
2. Individual project evaluations to determine potential risks
3. Routine site safety assessments
4. Minimum weekly Toolbox talks
5. Monthly safety committee meetings to discuss safety needs with various field and office personnel
6. Required OSHA training
7. Utilization of third party safety consultants to determine risk without bias- contact information: Thomas R. Schoenberger, 614-519-1940

All employees are expected to follow safe working practices, obey rules and regulations, and to work in a way which maintains safety and health standards developed and sanctioned by the company. We urge all employees to make our safety and health program an integral part of their daily operations. It is our goal that the total elimination of accidents and injuries will become not just an objective, but a way of life.

ALLIED MECHANICAL SERVICES, INC.

Allied Mechanical Services, Inc. has a rich culture of equity, inclusiveness and respecting and protecting its employees. All employees and applicants will not be discriminated against regarding race, color, religion, age, sex, national origin, sexual orientation, disability status, gender identity or expression or any other characteristic protected by federal and local laws.

Allied Mechanical Services is dedicated to creating an inclusive work environment for everyone. We embrace and celebrate the unique experiences, perspectives, and cultural backgrounds that each employee brings to our workplace. Allied Mechanical Services strives to foster an environment where our employees feel respected, valued, and empowered, and our team members are at the forefront in helping us promote and sustain an inclusive workplace.

Allied Mechanical is on a mission to change lives through employment and can back that statement with action. Our company has been actively hiring and recruiting returning citizens, working to identify and break down barriers to employment, and engaging in the communities we serve. In 2020 our company won a national diversity excellence award, based on our workforce hiring, retention practices and educational opportunities.

See the following web article about our work:

Diversity award: https://grbj.com/news/construction/allied-mechanical-wins-diversity-award/

Sincerely,

Rich Wackerle

President

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: May 23, 2023

SUBJECT: **Approve an Award for the Contract for 2023 HMA Patching on West Avenue and Brown Street to Bailey Excavating, Inc. of Jackson, Michigan**

Recommendation:

> **Approval of an award for the contract for the 2023 HMA Patching on West Avenue and Brown Street to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $141,681.05, 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, City Manager

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

DATE: May 23, 2023

RECOMMENDATION: **Approval of an award for the contract for the 2023 HMA Patching on West Avenue and Brown Street to Bailey Excavating of Jackson, Michigan at a cost of $141,681.05, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

SUMMARY

On May 3, 2023 bids were opened in the Purchasing Department for the 2023 HMA Patching on West Avenue and Brown Street.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $111,842.00. Bids were as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$141,681.05
Michigan Paving and Materials Co., Jackson, MI	$169,820.00

This project will be paid out of Major Street Funds.

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
Bailey Excavating	25	25	25	15	10	100
Michigan Paving	20.86	25	25	15	10	95.86

HISTORY, BACKGROUND and DISCUSSION

West Avenue from Fourth Street to Crescent Road is in fair condition with several bad areas. West Ave. from Fourth to Sunburst Drive was reconstructed in 2000 and from Sunburst to Crescent was reconstructed in 1998.

Brown Street from Michigan Avenue to Daniel Road is in fair condition with several bad areas. The roadway was last reconstructed in 1972 and in 2001 had a 2 lift mill and fill project.

DISCUSSION OF THE ISSUE

Engineering proposes to cold mill 3,615 square yards between West Ave. and Brown St. and repave with 115 tons of hot mix asphalt.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for the 2023 HMA Patching contract on West Avenue and Brown Street be awarded to Bailey Excavating of Jackson, Michigan, at a cost of $141,681.05. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

JHD/sms

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: 517-750-3030	Email Address: jbailey@bailey-excavating.com
Vice President: Mark Magner-Jacob Bailey	Email Address: markmagner@bailey-excavating.com
Secretary: Jacob W. Bailey	Email Address: jacobbailey@bailey-excavting.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? 50	
PARENT COMPANY NAME:	NA
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 #80013171,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, Michgan 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 require 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

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING

GRETCHEN WHITMER
GOVERNOR

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.

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, 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:
Birthdate:

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

NO. 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 PROGRAM

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

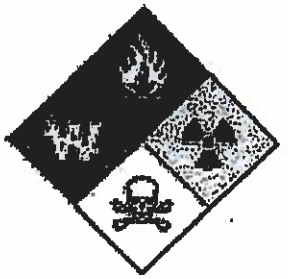
Awarded to

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 19159
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 Everst

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 Everst

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.

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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 Everst

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.

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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 Everst

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.

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CERTIFICATION CARD

BasicPlus

CPR, AED, and First Aid for Adults

Keegan 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 Everst

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

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 Everst

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

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

MEDIC First Aid

Dean Everst
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

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

MEDIC First Aid

Dean Everst
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.

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CERTIFICATION CARD

BasicPlus
CPR, AED, and First Aid for Adults

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

MEDIC First Aid

Dean Everst
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.

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CERTIFICATION CARD

BasicPlus
CPR, AED, and First Aid for Adults

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

MEDIC First Aid

Dean Everst
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.

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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.

MEDIC First Aid

Dean Everst
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.

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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.

MEDIC First Aid

Dean Everst
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.

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Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

Employee Name	Signature
Aper - Jason	
Bliss - Steve	
Blodgett - Blake	
Carpenter - Fred	
Carpenter II - Fred	
Connelly - Dylan	
Consley - Patrick	
Crabtree - Mike	
Darnell - Tyler	
Davis - Billy	
Double - Laurie	
Eubanks - Chris	Christopher Eggans
Havens - Mike	
Hawley - Kamerin	
Hunt - Brady	
Irish - Joe	
Irving - Mark	
Jorge - Yenquier	
Kemplin - Joey	
Ley - Bob	Bob Ley
Logan - Steve	
McArthur - Elijah	
Mena - Juan	
Merritt - Todd	
Nevins - Tim	

Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

Pancake - Sam	Sam Pancake
Pankhurst - Ray	Ray Pankhurst
Parker - Pat	Pat Parker
Peters - Conner	Conner Peters
Reams - Heath	
Rowland - Tom	Tom Rowland
Sherman - Matt	Matt
Swartz - Kirk	Kirk Swartz
Wright - Chad	Chad Wright

CRITERIA 6 (ATTACHMENT REQUIRED) See Attached

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

6.

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

November 1, 2022

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 $16,051,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until September 30, 2024.

2000	Cb	Hot Mix Asphalt/Bituminous Paving
16051	Ea	Grading, Drainage Structures & Agg. Cons
200	G	Building Moving And Demolition
500	I	Sodding And Seeding/Turf Establishment
3000	J	Concrete C, C&G, Driveways, Sidewalks
16051	K	Sewers and Watermains
16051	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	

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: 2019.12.13 14:40:33 -05'00'

Construction/Project Engineer (Date)

Kelby Wallace PE Kelby Wallace Feb 18 2020 8:15 AM

TSC Manager: Kelby Wallace - Jackson TSC (Date)

Bailey Excavating, Inc.

1073 TORO DRIVE –JACKSON, MI 49201
PHONE (517) 750-3030

No. 6

5/2/2023

Re: ENG-03 HMA Patching

Subcontractors: (2)

Cold Milling: Extreme Milling & Pulverizing

Barricades/Signs: Spartan Barricade & Traffic

7.

MOURER FOSTER
Bonds & Insurance

February 2, 2023

RE: Bonding Capacity for Bailey Excavating, Inc.

To Whom it May Concern:

It has been the privilege of Mourer Foster Inc. and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Bailey Excavating, Inc. In our opinion Bailey Excavating, Inc. remains properly financed, well equipped and capacity managed.

At the present time Bailey Excavating, Inc. maintains a single project surety line of $10,000,000 and an aggregate surety program to $20,000,000 which as of this date 53% is available. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting as the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to the owner if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Company, the industry's leading independent rating agency. They are also on the U.S. Treasury Department Listing of Approval Sureties (2022 Department Circular 570) and have individual underwriting limitation on bonds up to $211,846,000 as well as being licensed in all 50 states.

Bailey Excavating, Inc. and its principals enjoy an outstanding reputation, and our firm is proud to be associated with them. If you need any additional information, please feel to contact me.

Thank you,

Ian Foster

Ian Foster
Vice President

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.

6.

LAW OFFICES
ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK PLC
405 SOUTH JACKSON STREET
POST OFFICE BOX 450
JACKSON, MICHIGAN 49204-0450

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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,

Case No. 21-0135-GC

Hon. Donald L. Allen, Jr.

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.

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
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(517) 702-7056
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William D. Tomblin (P40540)
William D. Tomblin & Associates
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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
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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

Establishment Search Results

Establishment	Inspection Date Range	OSHA Office	Site Zip Code	State
Bailey Excavating	04/28/2018 to 04/28/2023	all	49201	MI

Note *Inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.*

Results By Date

Results 1 - 1 of 1

Sort by: Date | Name | Office | State

Return to Search

Get Detail Select All Reset

#	Activity	Date Opened	RID	ST	Type	Scope	SIC	NAICS	Violations	Establishment Name
1	1545667.015	08/04/2021	0552651	MI	Planned	Complete		237310	1	Bailey Excavating Inc

9.

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

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 [signature] 9-9-21

[signature]

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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	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 and 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.

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STATE AUTO®
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 Services Office, Inc., with its permission

STATE AUTO®
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.

ÙÀxÕÙ±@ÀÕÃ

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 Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

No. 12

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.

An Equal Opportunity Employer

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

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 wage laws.

(See Attached)

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

14.

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

An Equal Opportunity Employer

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. 6/22
EMPLOYERS MONTHLY FRINGE BENEFIT REPORT

NAME OF COMPANY	CONTRACTOR CODE NUMBER	WORK MONTH (MONTH/YEAR)
BAILEY EXCAVATING, INC.	13075	3 / 23

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	38-2009278

REQUEST FOR FORMS
☐ PLEASE SEND MORE PAPER FORMS
☐ PLEASE CONTACT ME REGARDING MY ONLINE REPORTING OPTIONS

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	6-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.19	-----	$1.10
		AX Small equipment addendum	6-1-22	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
B		B MUCG Underground Agreement	9-1-21	$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	9-1-21	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.03	-----	$0.06	$1.00
C		C AGC - Outstate Addendum	6-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.16	-----	$1.00
		CX Small equipent addendum	6-1-22	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
D		D Distribution and Communications	5-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.05	$0.14	-----	$1.00
		DX Cable-Com-Utility Engineer	5-1-22	$6.50	$3.00	----	15%	-----	$0.25	$0.05	$0.05	-----	-----	$1.00
E		E AGC - Upper Peninsula	5-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	-----	-----	$0.75
		EX Class E Operator	5-1-22	$6.50	$4.00	$0.10	15%	-----	$0.70	$0.05	$0.15	-----	-----	$0.75
G		G National Pipeline Agreement	6-1-22	$8.45	$13.95	$0.45	15%	$0.02	$1.00	----	-----	$0.15	-----	$2.35
		-												
H	X	H Highway, Bridge & Airport Agmt.	6-1-22	$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	6-1-22	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.03	-----	$0.10	$1.00
H U.P.		HU Highway, Bridge & Airport Agmt.	6-1-22	$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	6-1-22	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.08	-----	$0.05	$1.00
J		J Great Lakes Fab & Erector Assn	6-1-22	$8.40	$13.95	$0.45	15%	$0.05	$1.00	$0.05	$0.36	$0.19	-----	$1.00
		JX Oiler-Ground Man etc.	6-1-22	$6.50	$4.00	----	15%	-----	$0.45	$0.05	$0.36	$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	6-1-22	$8.40	$13.95	$0.45	----	-----	$1.00	$0.05	-----	$0.19	-----	$1.10
		-												
S		S Shop Agreement												
U		U CAM - S E Michigan	6-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.19	-----	$1.10
		UX Small equipment addendum	6-1-22	$6.50	$4.00	----	15%	-----	$0.50	$0.05	$0.15	$0.14	-----	$1.00
V		V CAM - Outstate Addendum	6-1-22	$8.40	$13.95	$0.45	15%	-----	$1.00	$0.05	$0.15	$0.16	-----	$1.00
		VX Small equipment addendum	6-1-22	$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!

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	1,427.00	PAID HOURS	$ 11,986.80	$	$ 11,986.80
	PENSION	$ 13.95	x	1,427.00	PAID HOURS	$ 19,906.65	$	$ 19,906.65
	RETIREE BENEFIT	$ 0.45	x	1,427.00	PAID HOURS	$ 642.15	$	$ 642.15
	VACATION	15.00%	x	53,771.67	BASE WAGES	$ 8,065.75	$	$ 8,065.75
	SUPPLEMENTAL VACATION	$ 0.05	x	1,427.00	PAID HOURS	$ 71.35	$	$ 71.35
	APPRENTICE & TRAINING	$ 1.00	x	1,427.00	PAID HOURS	$ 1,427.00	$	$ 1,427.00
	IUOE NTF	$ 0.05	x	1,427.00	PAID HOURS	$ 71.35	$	$ 71.35
	ADVANCEMENT OR PROMOTION	$ 0.03	x	1,427.00	PAID HOURS	$ 42.81	$	$ 42.81
	324 LABOR MGMT EDUCATION COMM.	$ 0.16	x	1,427.00	PAID HOURS	$ 228.32	$	$ 228.32
	INDUSTRY LABOR MANAGEMENT FUND	$ 0.10	x	1,427.00	PAID HOURS	$ 142.70	$	$ 142.70
	DEFINED CONTRIBUTION PLAN	$ 1.00	x	1,427.00	PAID HOURS	$ 1,427.00	$	$ 1,427.00
								$ 44,011.88

Rev 6-1-2022 (interactive)

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS

FORM 3029 REV. 6/22
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	3/23	2

EMPLOYEE'S NAME		SOCIAL SECURITY NUMBER	A	B
LAST NAME	INITIALS		HOURS PAID*	BASE WAGES - SEE INSTRUCTION NO. 2
BLISS	S		173.00	$6,707.76
CARPENTER	F		134.50	$4,882.68
CARPENTER, II	F		189.00	$7,063.61
CRABTREE	M			
DARNELL	T			
DAVIS	W		205.00	$7,882.62
HAVENS	M		25.50	$894.83
IRISH	J			
IRVING	M			
JORGE	Y			
KEMPLIN	J		52.00	$1,957.92
LEY	R		8.00	$270.00
LOGAN	S		171.00	$6,658.61
MERRITT	T			
PANKHURST	R		171.00	$6,309.94
PARKER	P		182.00	$6,907.41
ROWLAND	T		116.00	$4,236.29
SWARTZ	E			
SWARTZ	K			
WRIGHT	C			
		TOTALS THIS SHEET	1427.00	$53,771.67

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

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)
Mar-23	
JOB SITE(CTY) OR UNION LOCAL NO.	TOTAL HOURS WKD (ALL PAGES)
Local 499 - Zone 1 AA	710

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	710.00	x	$ 5.50	= 3,905.00	+/-	= 3,905.00
VACATION	778.50	x	$ 4.65	= 3,620.03	+/-	= 3,620.03
PENSION	710.00	x	$ 7.00	= 4,970.00	+/-	= 4,970.00
TRNG-APPR	710.00	x	$ 0.45	= 319.50	+/-	= 319.50
LABOR MGMT	710.00	x	$ 0.35	= 248.50	+/-	= 248.50
INDUSTRY	710.00	x	$ 0.12	= 85.20	+/-	= 85.20
ANNUNITY	710.00	x	$ 1.00	= 710.00	+/-	= 710.00
		x		= -	+/-	= -
		x		= -	+/-	= -
EFFECTIVE 6/1/22 Section H0				13,858.23	+/- -	= $13,858.23
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		167.5	180.75	$ 840.50	$ 4,947.26
CONNELLY	D L					
CONSLEY	P R					
DOUBLE	L A		159	178	$ 827.71	$ 4,872.05
EUBANKS	C					
MENA	J R		127	141	$ 655.66	$ 3,943.91
NEVINS	T C		161.5	174	$ 809.10	$ 4,866.91
PANCAKE	S W					
REAMS	H D		95	104.75	$ 487.09	$ 2,867.11
TOTAL THIS PAGE			710	778.5	$ 3,620.06	$ 21,497.24

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)
Mar-23	
JOB SITE(CTY) OR UNION LOCAL NO.	TOTAL HOURS WKD (ALL PAGES)
Local 499 - Zone 2 Jxn	243

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	243.00	x	$ 5.50	= 1,336.50	+/-	= 1,336.50
VACATION	254.75	x	$ 4.40	= 1,120.90	+/-	= 1,120.90
PENSION	243.00	x	$ 7.00	= 1,701.00	+/-	= 1,701.00
TRNG-APPR	243.00	x	$ 0.45	= 109.35	+/-	= 109.35
LABOR MGMT	243.00	x	$ 0.45	= 109.35	+/-	= 109.35
INDUSTRY	243.00	x	$ 0.12	= 29.16	+/-	= 29.16
ANNUNITY	243.00	x	$ 1.00	= 243.00	+/-	= 243.00
		x		= -	+/-	= -
		x		= -	+/-	= -
EFFECTIVE 6/1/22 Section H0				4,649.26	+/- -	= $4,649.26
				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					
CONNELLY	D L					
CONSLEY	P R					
DOUBLE	L A		11.5	11.5	$ 50.60	$ 292.91
EUBANKS	C		73	76.5	$ 336.60	$ 1,948.50
MENA	J R		1	1	$ 4.40	$ 26.13
NEVINS	T C		4	4	$ 17.60	$ 104.52
PANCAKE	S W		150	158	$ 158.00	$ 4,024.34
REAMS	H D		3.5	3.75	$ 16.50	$ 95.52
		TOTAL THIS PAGE	243	254.75	$ 583.70	$ 6,491.92

TYPE OF WORK OR AREA OF CONSTRUCTION

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 **Criteria 18**

Contact: Rhonda L. Blair *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 50 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:	

Michigan Paving & Materials
1600 N. Elm Ave. Jackson, Michigan
Report of Bituminous Mix Design
2022 13A T2

Code	Aggregate	Source	Yr. LA tested
2605	Rap	Yard	
2217	3/4 X 1/2	30-71	2017
2370	Mfg Sand	30-71	2017
2272	2NS	30-71	2017
2218	Birdseye	30-71	2017
Baghouse	Breakdown	Plant	

AGGREGATE GRADATION - PERCENT PASSING

Sieve	Rap	2217	2370	2272	2218	Baghouse	Blend	Spec
1"	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100
3/4"	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100
1/2"	96.7	46.2	100.0	100.0	100.0	100.0	90.9	75-95
3/8"	88.1	11.8	100.0	100.0	100.0	100.0	83.1	60-90
No 4	70.7	3.0	88.6	98.1	77.9	100.0	70.6	45-80
No 8	54.3	2.7	52.9	81.0	20.0	100.0	46.2	30-65
No 16	41.1	2.5	34.9	56.0	7.5	100.0	32.1	20-50
No 30	30.6	2.3	25.5	34.2	3.9	100.0	22.3	15-40
No 50	19.7	2.1	18.1	13.8	2.4	100.0	13.4	10-25
No 100	11.9	1.8	10.8	4.9	1.9	95.0	8.0	5-15
No 200	7.7	1.4	5.3	2.2	1.5	90.0	5.3	3-6
AC	4.8							
%Cr 1 Fac	94.9	94.1	100.0		64.4		89.1	25 min

AGGREGATE BLEND

Percent	30.0	15.0	13.0	21.5	19.0	1.5	100.0	

Bitumen Data

Type: 58-28 **Source:** MP& M ABS 6505 **Content:** 5.0 **Gb:** 1.026

Marshall Mixture Data

Mixing Temp: 289-297F **CompactionTemp:** 270-279F **Blows:** 50/50

Michigan Department of Transportation 1911 (03/14)

File 305

JOB MIX FORMULA (JMF)
HMA FIELD COMMUNICATION

This form 1911 applies to the project listed below and is not transferable to other projects.

DISTRIBUTION: ORIGINAL - Project Engineer COPY - Contractor COPY - Testing Laboratory COPY - Inspector COPY - TMI

CONTROL SECTION	JOB NUMBER	PROJECT ENGINEER	DATE EFFECTIVE
38102	210047A	Jason Fossitt	04/22/22

CONTRACTOR	PLANT LOCATION	PLANT NUMBER
Michigan Paving & Materials Co.	Jackson	440-11

TYPE OF MIXTURE	MIX DESIGN NUMBER	BINDER CONTENT METHOD	PLANT CERTIFICATION DATE	CONTRACTOR'S QC PLAN TO PROJECT ENGINEER
3EML (58-22) T2	22MD149	vacuum	04/18/22	[X] YES [ ] NO

STAND. SPEC. DATE	MIX SP. PROV. DATE	QC/QA SP. PROV. DATE	VMA	VFA	% AIR VOIDS	ANGULARITY	DUST CORR.
2020	2020	09/17/21	13.94	78.52	3.00	44.1	N/A

Gmm	Gmb	Gb	Gse	Gsb	FINES / ASPHALT RATIO	COMPACTION TEMP.	MIXING TEMP.
2.505	2.430	1.030	2.725	2.673	1.08	278 F	306 F

MIX / AGG. GRADATION, %		MIX / AGG. PROPORTION, %		
ITEM	PERCENT	MATERIAL / PRODUCER	PIT NUMBER	PERCENT
ASPHALT,%	5.33	2NS	30-71	23.0
P 1-1/2" (37.5 mm)	100.00	Grey Sand	93-31	17.0
P 1" (25.0 mm)	100.00	3/8X4	30-71	14.0
P 3/4" (19.0 mm)	100.00	3/4X1/2	30-71	19.0
P 1/2" (12.5 mm)	88.90			
P 3/8" (9.5 mm)	79.50			
P No. 4 (4.75 mm)	60.40			
P No. 8 (2.36 mm)	49.90			
P No. 16 (1.18 mm)	35.30			
P No. 30 (600 um)	23.90			
P No. 50 (300 um)	14.10	RECLAIMED	CONTRACTORS YARD	27.0
P No. 100 (150 um)	8.10			
P No. 200 (75 um)	5.00	ASPHALT BINDER GRADE: PG58-22	CERTIFIED BINDER SUPPLIER / LOCATION / ABS CERTIFICATION #: Michigan Paving & Materials / Monroe / ABS 6505	% ADDED: 4.05
CRUSHED 1 FACE	93.9	AWI (Spec.):	AWI (Actual): NA	
CRUSHED 2 FACE		[X] QUALITY ASSURANCE TESTING [ ] REGULAR TESTING [ ] TESTING SPECIFIED BELOW		
BOND COAT		PRODUCER / LOCATION: LTBC-2 / Michigan Paving & Materials / Alma, MI	CERTIFIED [X] YES [ ] NO	

REMARKS:
For Shoulder

JOB LOCATION	TRAVELING MIX INSPECTOR (TMI)		DATE
I-94		Melinda Maihofer	04/22/22

WILLBEE TRANSIT-MIX CO., INC.

PLANT #801508

2323 BROOKLYN RD.

JACKSON, MI 49203

PLANT MANAGER/DISPATCHER CHRIS WILLBEE 517-745-1511

OUTSIDE SALES/QC AARON SHERWOOD 517-812-8343

CONTROL SECTION:

JOB NUMBER:

PROJECT LOCATION: **WEST AVE.**

CONTRACTOR: **T & D CONSTRUCTION**

DISTANCE TO JOB: **4 MILES**

PLANT AND FLEET CAPABILITY: **120 YARDS PER HR.**

MIX DESIGNS:

13-0403S- CURB

13-0403MRS- FLATWORK

Michigan Department of Transportation 1976 (06/17)

JOB MIX FORMULA (JMF)
CONCRETE FIELD COMMUNICATION

File 206

This form applies only to the project listed below and is not transferable to other projects

DISTRIBUTION: ORIGINAL – Project Engineer **COPIES** – Contractor, Lansing CFS, Region, Inspector

CONTROL SECTION	JOB NUMBER	PROJECT LOCATION	PROJECT ENGINEER
		WEST AVE.	HRC

CONCRETE SUPPLIER	PLANT LOCATION	PLANT NUMBER
WILLBEE TRANSIT MIX	2323 BROOKLYN RD.	805

GRADE OF CONCRETE	PSI REQUIREMENT	MIX DESIGN NUMBER	INTENDED USE (S)	CONTRACTOR QC PLAN SUBMITTED? (MDOT use only)
S2	3500PSI	13-0403S	CURB	Y ☐ N ☐

PRIME / SUBCONTRACTOR(S)
T & D CONCRETE

STANDARD SPEC DATE	QC/QA SPECIAL PROVISION DATE	JMF EFFECTIVE DATE	AGG. CORRECTION
			.1

MATERIAL DESIGN SOURCES AND PROPERTIES

COARSE AGGREGATE		INTERMEDIATE AGGREGATE		FINE AGGREGATE	
Aggregate Type	LIMESTONE	Aggregate Type			
Source Name	STONECO	Source Name		Source Name	STONECO
MDOT Source No.	58-003	MDOT Source No.		MDOT Source No.	58-003
MDOT Series Class	6AA	MDOT Series Class		MDOT Series Class	2NS PREMIUM
Specific Gravity (Bulk Dry)*	2.68	Specific Gravity (Bulk Dry)*		Specific Gravity (Bulk Dry)*	2.61
Specific Gravity (Bulk SSD) optional	2.71	Specific Gravity (Bulk SSD) optional		Specific Gravity (Bulk SSD) optional	
Absorption	1.7	Absorption		Absorption	1.4
Unit Weight (Dry Rodded) DR or	93.3	Unit Weight (Dry Rodded) DR or		Fineness Modulus (FM)	2.76
Unit Weight (Dry Loose) DL		Unit Weight (Dry Loose) DL			
Percent Crushed	100	Percent Crushed			
MDOT Freeze-Thaw (F-T) Dilation	.010	MDOT Freeze-Thaw (F-T) Dilation			
Specific Gravity (Bulk Dry) of F-T Sample*	2.64	Specific Gravity (Bulk Dry) of F-T Sample*			
Date of MDOT Freeze-Thaw Report		Date of MDOT Freeze-Thaw Report			

* If the bulk dry specific gravity is more than 0.04 less than the bulk dry specific gravity of the most recently tested freeze-thaw sample, the aggregate will be considered to have changed characteristics and be required to have a new freeze-thaw test conducted prior to the use on Department projects.

CEMENTITOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE IL
Cement Specific Gravity	3.15
Fly Ash Source (distributer & plant)	
Fly Ash Class	
Fly Ash Specific Gravity	
Slag Cement Source	ST. MARYS/DETROIT
Slag Cement Grade	
Slag Cement Specific Gravity	2.90
Other	

ADMIXTURES

Air Entrainment	SIKA AEA 14
Water Reducer	
Water Reducer	
Water Reducer	
Accelerator	
Other	

(Indicate Source & Product name with ticket code)

TYPE OF MIX WINTER/SUMMER	SUMMER

MIX PROPORTIONS

Volume of Coarse Aggregate (DR)	.70	Design Slump	1-3"
Coarse Aggregate Weight (Dry)	1775	Specified Slump	0-3"
Intermediate Aggregate Weight (Dry)		Design Air %	6.5%
Fine Aggregate Weight (Dry)	1303	Specified Air %	5.5-8.5%
Portland Cement Weight	342	PSI minimum required	3500PSI
Fly Ash Weight		Total Cementitious	526
Fly Ash Percent of Cementitious		Yield cu/ft	27.0
Slag Cement Weight	184		
Slag Cement Percent of Cementitious			
Total Water Weight	290		
Net Water Weight	242		
WC (as designed)	.46		
Air Entrainer (dosage)	3OZ/100WGT		
Water Reducer (dosage)			
Other (dosage)			

I certify that all applicable standard test methods have been followed verifying the mix design and JMF:

Signature

MCA Level II Expiration Date: 04/15/23

Date: 04/04/22

METHOD 2 WAS USED FOR VERIFICATION OF THIS MIX

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Report No: CTR:04082444-10-C1
Issue No: 2
This report replaces all previous issues of this report signed on 09/13/2021

These test results apply only to the specific locations and materials noted and may not represent any other locations or elevations. This report may not be reproduced, except in full, without written permission by Professional Service Industries, Inc. If a non-compliance appears on this report, to the extent that the reported non-compliance impacts the project, the resolution is outside the PSI scope of engagement.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
JEFF PRATT
MIKE ROMKEMA
TROY WHITE

Project: CLINTON ST RECONSTRUCTION
JACKSON, MI

Approved Signatory: Joel Walter (Branch Manager)
Date of Issue: 9/13/2021

Mix Data

		Material	Source	Amount	Moisture
Mix Submitted By:	Willbee Transit Mix				
Supplier:	Willbee Transit Mix				
Plant:	Willbee Transit Mix-Jackson				
Mix Identification:	13-0403S-3500-S				
Specified Design Strength (psi):	3500 at age 28 days				
Design Unit Weight (pcf):					
Water Cement Ratio (lb/lb):					

Sample Details

Date Sampled:	06/17/21	**Date Received:**	06/18/21	**Specification:**	Mix Design			
General Location:	Curb and gutter						**Measured**	**Specified**
Sample Location:	STA 40+50			**Slump (in):**		ASTM C 143	2.5	
Curing Method:	One day Field/Laboratory Cure			**Slump w/ plasticizer (in):**			N/A	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Air Temp (°F):**			70	
		Low:		**Concrete Temp (°F):**		ASTM C 1064	77	
Contractor:	T & D Concrete Construction			**Air Content (%)**		ASTM C 231	6.2	
Ticket no.:	1694637	**Truck No.:**	25	**Unit Weight (pcf):**		ASTM C 138	143.4	
Sampled By:	Kevin Trowbridge			**Volume of Density Measure (ft³):**			N/A	
Submitted By:	Kevin Trowbridge			**Batch Size (yd³):**	9.0	**Time Batched:**	09:27	
Weather:	Sunny			**Yd³ Placed:**	9.0	**Time Sampled:**	10:00	
Est. Wind (mph):	5-10	**Est. Rh (%):**	5	**Water Added (gal) Before:**		**Time Placed:**	10:35	
				After:		**Time in Truck (mins):**	68	

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082444-10-C1\1	06/24/21	7	4.00	8.00	12.57	U	44600	5	3550	Savana Bellows
04082444-10-C1\2	07/15/21	28	4.01	8.00	12.63	U	67530	3	5350	Jeffery Southcott
04082444-10-C1\3	07/15/21	28	4.02	8.00	12.69	U	62380	5	4910	Jeffery Southcott
04082444-10-C1\4	07/15/21	28	4.01	8.00	12.63	U	63080	5	4990	Jeffery Southcott
04082444-10-C1\5		Hold				U				
							Average 28 Day Compressive Strength (psi)		5090	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 5 = C39: Side fracture-opposite ends; C1314: Semi-Conical Break

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intertek psi

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Concrete Test Report

Report No: CTR:04082443-55-C1
Issue No: 2

This report replaces all previous issues of this report signed on 09/24/2021

These test results apply only to the specific locations and materials noted and may not represent any other locations or elevations. This report may not be reproduced, except in full, without written permission by Professional Service Industries, Inc. If a non-compliance appears on this report, to the extent that the reported non-compliance impacts the project, the resolution is outside the PSI scope of engagement.

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
MIKE ROMKEMA
TROY WHITE

Project: MORRELL ST/STEWARD AVE
JACKSON, MI

Approved Signatory: Joel Walter (Branch Manager)
Date of Issue: 11/9/2021

Mix Data

Mix Submitted By:	Willbee Transit Mix
Supplier:	Willbee Transit Mix
Plant:	Willbee Transit Mix-Jackson
Mix Identification:	13-0403S-3500-S
Specified Design Strength (psi):	3500 at age 28 days
Design Unit Weight (pcf):	
Water Cement Ratio (lb/lb):	

Material	Source	Amount	Moisture

Sample Details

Date Sampled:	09/02/21	**Date Received:**	09/03/21	**Specification:**	Mix Design			
General Location:	Cortland Avenue, curb and gutter and concrete base						**Measured**	**Specified**
Sample Location:	Curb and gutter			**Slump (in):**		ASTM C 143	3	
Curing Method:	One day Field/Laboratory Cure			**Slump w/ plasticizer (in):**			N/A	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Air Temp (°F):**			77	
		Low:		**Concrete Temp (°F):**		ASTM C 1064	79	
Contractor:	T & D Concrete Construction			**Air Content (%)**		ASTM C 231	6.3	
Ticket no.:	1697121	**Truck No.:**	31	**Unit Weight (pcf):**		ASTM C 138	144.3	
Sampled By:	Kevin Trowbridge			**Volume of Density Measure (ft³):**			N/A	
Submitted By:	Kevin Trowbridge			**Batch Size (yd³):**	5.0	**Time Batched:**	16:52	
Weather:	Sunny			**Yd³ Placed:**	14.0	**Time Sampled:**	17:10	
Est. Wind (mph):	5-10	**Est. Rh (%):**	35	**Water Added (gal) Before:**		**Time Placed:**	17:30	
				After:		**Time in Truck (mins):**	38	

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082443-55-C1\1	09/09/21	7	4.00	8.00	12.57	U	50220	2	4000	James Crites
04082443-55-C1\2	09/30/21	28	4.01	8.00	12.63	U	70790	3	5610	Kevin Trowbridge
04082443-55-C1\3	09/30/21	28	4.01	8.00	12.63	U	68950	3	5460	Kevin Trowbridge
04082443-55-C1\4	09/30/21	28	4.01	8.00	12.63	U	69700	2	5520	Kevin Trowbridge
04082443-55-C1\5		Hold				U				
							Average 28 Day Compressive Strength (psi)		5530	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 2 = C39: Vert crack/ cone opposite end; C1314: Cone & Shear, 3 = C39: Vert cracking/no cones; C1314: Cone & Split

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Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Report No: CTR:04082478-22-C1
Issue No: 1

These test results apply only to the specific locations and materials noted and may not represent any other locations or elevations. This report may not be reproduced, except in full, without written permission by Professional Service Industries, Inc. If a non-compliance appears on this report, to the extent that the reported non-compliance impacts the project, the resolution is outside the PSI scope of engagement.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
JEFF PRATT
MIKE ROMKEMA
TROY WHITE

Project: DOUGLAS ST RECONSTRUCTION
JACKSON, MI

Approved Signatory: Joel Walter (Branch Manager)
Date of Issue: 11/3/2021

Mix Data

Mix Submitted By:	Willbee Transit Mix
Supplier:	Willbee Transit Mix
Plant:	Willbee Transit Mix-Jackson
Mix Identification:	13-0403S-3500-S
Specified Design Strength (psi):	3500 at age 28 days
Design Unit Weight (pcf):	
Water Cement Ratio (lb/lb):	

Material	Source	Amount	Moisture

Sample Details

Date Sampled:	08/14/21	**Date Received:**	08/16/21	**Specification:**	Mix Design		
General Location:	Curb and gutter					**Measured**	**Specified**
Sample Location:	STA 11+25, right of centerline			**Slump (in):**	ASTM C 143	2.5	
Curing Method:	Two day Field/Laboratory Cure			**Slump w/ plasticizer (in):**		N/A	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Air Temp (°F):**		63	
		Low:		**Concrete Temp (°F):**	ASTM C 1064	76	
Contractor:	T & D Concrete Construction			**Air Content (%)**	ASTM C 231	5.6	
Ticket no.:	1696491	**Truck No.:**	27	**Unit Weight (pcf):**	ASTM C 138	144.6	
Sampled By:	Kevin Trowbridge			**Volume of Density Measure (ft³):**		N/A	
Submitted By:	Kevin Trowbridge			**Batch Size (yd³):**	9.0	**Time Batched:**	08:38
Weather:	Sunny			**Yd³ Placed:**	9.0	**Time Sampled:**	09:15
Est. Wind (mph):	0-5	**Est. Rh (%):**	70	**Water Added (gal) Before:**		**Time Placed:**	09:35
				After:		**Time in Truck (mins):**	57

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082478-22-C1\1	08/18/21	4	4.01	8.00	12.63	U	39160	5	3100	Jeffery Southcott
04082478-22-C1\2	08/21/21	7	4.01	8.00	12.63	U	51730	3	4100	Roland Turner
04082478-22-C1\3	09/11/21	28	4.01	8.00	12.63	U	69470	3	5500	Kevin Trowbridge
04082478-22-C1\4	09/11/21	28	4.02	8.00	12.69	U	70570	3	5560	Kevin Trowbridge
04082478-22-C1\5	09/11/21	28	4.01	8.00	12.63	U	68610	3	5430	Kevin Trowbridge
04082478-22-C1\6		Hold				U				
							Average 28 Day Compressive Strength (psi)		5500	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 5 = C39: Side fracture-opposite ends; C1314: Semi-Conical Break

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Votorantim Cimentos

St Marys Cement

Blended Hydraulic Cement Type IL(12)

Production Period: 1/01/2022 to 1/31/2022

STANDARD REQUIREMENTS

Chemical Data

Item	Spec. Limit	Results
SiO_2 (%)		17.1
Al_2O_3 (%)		4.6
Fe_2O_3 (%)		2.84
CaO (%)		59.8
MgO (%)		2.7
SO_3 (%)*		3.68
Loss of ignition (%)	*10.0 max*	5.6
Na_2O (%)		0.20
K_2O (%)		0.91
CO_2 (%)		4.8
Limestone (%)	*15.0 max*	11.2
$CaCO_3$ in limestone (%)	*70.0 min*	97.0
Inorganic process addition(%)	*5.0 max*	0.0

Physical Data

Item	Spec. Limit	Results
Air Content of mortar (volume %)	*12.0 max*	7
Blaine fineness (m^2/kg)		479
Retained 325 (%)		2.80
Specific Gravity (g/cm3)		
Autoclave expansion (%)	*0.8 max*	0.14
Compressive strength (MPa/psi):		
1 day		14.9 [2156]
3 days	*13.0[1890] min*	27.1 [3924]
7 days	*20.0[2900] min*	31.5 [4569]
28 days *(previous month)*	*25.0[3620] min*	37.7 [5408]
Time of setting (minutes)		
(Vicat) Initial	*45 - 420*	120
(Vicat) Final		228
Mortar Bar Expansion (ASTM C1038) (%)*	*0.02 max*	0.011

OPTIONAL REQUIREMENTS

Item	Spec. Limit	Results
Equiv. Alkalies	*A*	0.79

This cement meets ASTM C595 Specification for Blended Hydraulic Type IL(12) Cement

*It is permissible to exceed the table limit for SO3 content, provided it is demonstrated by C1038 that the cement will not develop expansion exceeding 0.02% in 14 Days

A Test result provided for information only.

February 17, 2022

St. Marys Cement
Detroit Plant
9333 Dearborn Avenue
Detroit, MI 48209
Tel: (313) 842-4600 - Fax: (313) 849-4512

Eduardo Herrera
Quality Control Manager

Votorantim Cimentos

St Marys Cement

Slag Cement Grade 100 - Cemplus

Production Period: 12/01/2021 to 12/31/2021

STANDARD REQUIREMENTS - SLAG

Chemical Data

Item	Spec. Limit	Results
Sulfide Sulfur (S) (%)	2.5 max	0.6
Sulfate Sulfur (as SO_3) (%)		1.6
Added Sulfate Sulfur (as SO_3) (%)		
Inorganic process addition (%)	*5.0 max*	
Equivalent Alkalis (%)		0.53
Al_2O_3 (%)		9.4
Cl		0.0000

Physical Data

Item	Spec. Limit	Results
Air Content of mortar (volume %)	*12 max*	5
Blaine fineness (m^2/kg)	*260 min*	534
Retained 325 (%)		1.12
Compressive strength (MPa/psi):		
7 days		25.6 [3710]
28 days *(previous month)*		41.1 [5964]
Slag Activity Index (%) (SAI)		
7 days		77.1
28 days *(previous month)*	*95 min*	104.2

STANDARD REQUIREMENTS - REFERENCE CEMENT

Chemical Data

Item	Spec. Limit	Results
Equiv. Alkalies	*A*	0.86
Potential phase composition		
C_3S (%)		60
C_2S (%)		9
C_3A (%)		8
C_4AF (%)		9

Physical Data

Item	Spec. Limit	Results
Blaine fineness (m^2/kg)	*260 min*	390
Compressive strength (MPa/psi):		
7 days		33.1 [4801]
28 days *(previous month)*		39.1 [5675]

ADDITIONAL DATA

Item		Item	Results
Type	Inorganic Processing Addition	Specific Gravity (g/cm3)	2.91
Amount	0.0	Autoclave expansion (%)	0.05
SiO_2 (%)			
Al_2O_3 (%)			
Fe_2O_3 (%)			
CaO (%)			
SO_3 (%)			

This cement meets ASTM C989 and AASHTO M302 Specifications for Grade 100 Slag Cement and CSA A3001 for Type S Slag Cement

ATest result provided for information only.

January 14, 2022

St. Marys Cement
Detroit Plant
9333 Dearborn Avenue
Detroit, MI 48209
Tel: (313) 842-4600 - Fax: (313) 849-4512

Eduardo Herrera
Quality Control Manager

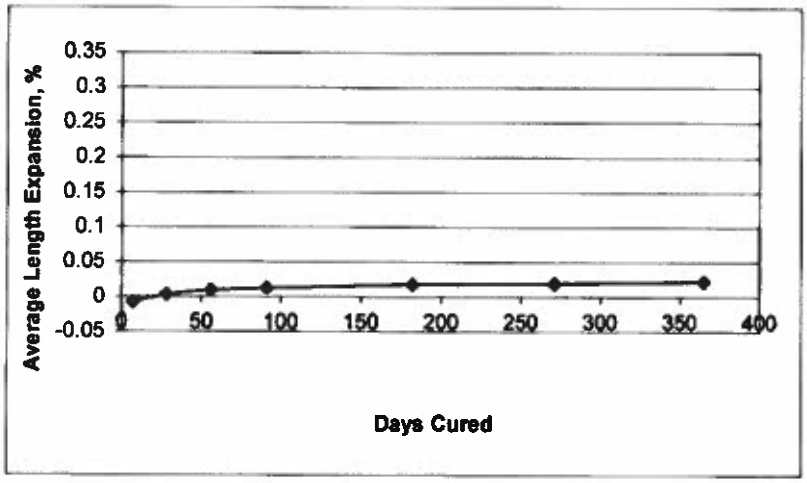
Potential Alkali Reactivity of Aggregates
ASTM C 1293

Project: 2020 StoneCo Lab Testing
Project No.: 83342
Client: StoneCo

Date: 02/26/21
Prepared By: Ryan Wilk

Date Molded: 02/27/20
Portland Cement: CRH Type I

Fine Aggregate: Moscow #30-071
Coarse Aggregate: MDOT Pit #58-011



Date	Days Cured	Specimen			Average Expansion, %
		1	2	3	
03/05/20	7	-0.007	-0.006	-0.007	-0.0069
03/26/20	28	0.003	0.002	0.006	0.0037
04/23/20	56	0.007	0.010	0.014	0.0101
05/28/20	91	0.016	0.013	0.010	0.0131
08/27/20	182	0.020	0.018	0.018	0.0184
11/24/20	271	0.024	0.018	0.018	0.0200
02/26/21	365	0.032	0.019	0.018	0.0229

Notes: Aggregates that exceed 0.04% expansion at one year using this test criteria could be considered potentially reactive.

Remarks: Aggregates were tested in accordance to ASTM C1293.

Tested by: Ryan Wilk

Reviewed by: Errol Gilbert, CET

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

December 9, 2020

Brian Wahl
Quality Control Manager
Stoneco, Inc.
7555 Whiteford Road
Ottawa Lake, Michigan 49267

Dear Mr. Wahl:

Testing is complete on the Coarse Aggregate 6A sample obtained on December 10, 2019, from the Stoneco-Ottawa Lake source, Aggregate Source Inventory Number 58-003. The coarse aggregate sample was tested for compliance with Portland cement concrete and concrete freeze-thaw durability specification requirements. Attached is a copy of the "Report of Test" on Laboratory Sample Number 19A-0152. Results included in this "Report of Test" will be effective for materials being produced from the date of this letter forward.

Test results indicate material from this source, as produced, yields a freeze-thaw dilation of 0.010 percent. The aggregate submitted for testing had a bulk dry specific gravity of 2.65 and was 100 percent crushed material. In addition, you must be aware this freeze-thaw test result is valid only for coarse aggregate with a minimum bulk dry specific gravity of 2.61 and greater, and a crushed percentage of at least 85 percent. These requirements are based on footnotes d and g, of Table 902-2 in the *Standard Specifications for Construction*.

Other aggregate property requirements may apply by either Standard Specification or by Special Provision on a project-by-project basis. Further, this letter does not remove the Michigan Department of Transportation's testing requirements for gradation and deleterious particle content.

If you have questions regarding this determination, please call me at (517) 636-4948 or email statonj@michigan.gov.

Sincerely,

John F. Staton, P.E.
Supervising Engineer
Materials Section

Enclosure

MDOT
Michigan Department of Transportation

CFS Laboratory, Lansing

Report of Test

Freeze-Thaw Durability In Concrete

File 306

Freeze-Thaw No.	19FT-18
Job No.	
Laboratory No.	19A-0152
Date	November 19 2020

Report on sample of	Coarse Aggregate		
Date sampled	December 10 2019	**Date received**	December 10 2019
Source of material	Stoneco-Ottawa Lake		58-3
Sampled from	Stockpile @ source	**Quantity represented**	
Submitted by	R. Wright		
Intended use	Portland Cement Concrete	**Specification**	6A MTM - 113,114,115

Properties of Coarse Aggregate

			F-T Pick	Production
Bulk Specific Gravity (dry basis)	2.65			
Absorption, %		Deleterious Particles	25-9.5 mm	25-9.5 mm
24 - Hour Soak	1.97	Soft Particles, %	0.3	0.0
Vacuum Saturation	2.65	Chert, %	0.3	0.8
Crushed Material in Sample, %	100	Sum of Soft & Chert, %	0.6	0.8
Los Angeles Abrasion, % of wear	25	Coke & Coal, %		
		Unit Weight of Coarse Aggregate (dry loose) kg / m^3	1466	

Concrete Mixture Data

	Batch Number 1	2	3	Average
Date of Batch	4/15/20	4/16/20	9/10/20	
Slump, mm	75	75	70	73
Unit Weight of Concrete, kg / m^3	2298	2291	2311	2300
Actual Cement Content, kg / m^3	298	298	300	299
Water/Cement Ratio, by weight	0.50	0.49	0.50	0.50
Air Content, %	7.75	8.50	7.50	8.00

Compressive Strength, MPa

7 days	27.2	26.5	27.5	27.1
28 days	31.6	32.0	34.7	32.8

Freeze-Thaw Durability

Expansion per 100 Cycles, %				
Beam 1	0.005	0.007	0.013	
Beam 2	0.007	0.016	*	
Beam 3	0.009	0.007	0.012	
Average				0.010

Remarks: Tested for Information
* Outlier

John F. Staton
Aggregate Quality

Aggregate Source Inventory Database

MDOT Michigan Department of Transportation

PIT NAME	30 - 71
MOSCOW	

DEPOSIT TYPE	YEAR ADDED TO DATABASE	STATUS: INACTIVE/ACTIVE/URBANIZED
SD/GR	1998	ACTIVE

TEST	RESULT	YEAR	NOTES
L.A. ABRASION	26	2017	
F.T TESTING			*RESULTS OVER 5 YEARS OLD ARE INVALID *ENTRIES WITH A YEAR AND NO RESULT IN FIELD HAVE RESULT OF 0.00
A.W.I			*Petrographic Determination- Please see Nomograph*

TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION	LAST PRODUCER ON RECORD
T05S	R02W	1	SE/4 & E/2 OF NE OF SW	STONECO - WEST

DRIVING DIRECTIONS

6.7 MI W ON US-12 FROM JCT/W US-127 EAST OF SOMERSET, N OF RD(JUST WEST OF MICH AGG CORP)

Thursday, May 25, 2017

NOTE: If you have updates for this pit (ex. status, producer, or an increase in area for legal description) please contact Aggregate Quality Control

Aggregate Source Inventory Database

MDOT Michigan Department of Transportation

PIT NAME	58 - 3
OTTAWA LAKE	

DEPOSIT TYPE	YEAR ADDED TO DATABASE	STATUS: INACTIVE/ACTIVE/URBANIZED
QUARRY	1953	ACTIVE

TEST	RESULT	YEAR			NOTES
L.A. Abrasion	26	2015			
F.T Dilation	0.029	2015	Crush:	100	*ENTRIES WITH A YEAR AND NO RESULT IN FIELD HAVE RESULT OF 0.00 *RESULTS OVER 5 YEARS OLD ARE INVALID
A.W.I	225	2009			*Wear Track Value*
F.T. Specific Gravity	2.64	2015			*BULK DRY SPECIFIC GRAVITY TESTING DONE ON FT SAMPLE
Annual Specific Gravity					*ANNUAL BULK DRY SPECIFIC GRAVITY VERIFICATION TESTED AT SOURCE

TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION	LAST PRODUCER ON RECORD
T08S	R06E	25	SE OF SE	STONECO - EAST

DRIVING DIRECTIONS

1.7 MI E ON STEARNS RD FROM US-23(EXIT 1), OFFICE S OF RD, ACTIVE QUARRY N OF RD

FOR THE FREEZE-THAW RESULT TO BE VALID FOR MDOT PROJECTS, BULK DRY SPECIFIC GRAVITY RESULT MUST NOT BE MORE THAN 0.04 LESS THAN F.T. SPECIFIC GRAVITY.

Wednesday, August 02, 2017

NOTE: If you have updates for this pit (ex. status, producer, or an increase in area for legal description) please contact MDOT-AggregateQuality@michigan.gov

2019 Annual Drinking Water Quality Report
SUMMIT TOWNSHIP, JACKSON MICHIGAN

We're pleased to present to you this year's Annual Quality Water Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water sources are located throughout the township. Our 15 wells draw from The Marshall Sandstone formation. The depths of the wells vary from 160 to 350 feet below the surface.

If you have ary questions about this report or concerning your water utility, please contact Eric Trader at Summit Township Offices, 2121 Ferguson Road, Jackson, Michigan 49203 or call 517-788-4119 ext. 250. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the second Tuesday of every month at 7:00 p.m. at the Summit Township Meeting Room, 2121 Ferguson Road Jackson, Michigan.

The State performed an assessment of our source water in 2003 to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very high" based primarily on geologic sensitivity, water chemistry and contaminant sources. The susceptibility of our source water is high. Summit Township is participating in a countywide cooperative effort to protect our drinking water supply by developing a comprehensive Well Head Protection Program. This effort will identify the groundwater recharge areas for municipal wells and identify potential sources of contamination in those areas and recommend appropriate action to prevent contamination from entering the ground water.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLG as feasible using the best available treatment technology.

Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Residual Disinfectant Level Goal or "MRDLG" means the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Maximum Residual Disinfectant Level or "MRDL" means the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Parts per million (ppm) – one part per million corresponds to one minute in two years or a single penny in $10,000.

Parts per billion (ppb) – one part per billion corresponds to one minute in 2,000 years, or a single penny in $10,000,000.

Summit Township routinely monitors for contaminants in your drinking water according to federal and state laws. This table shows the results of our monitoring for the period of January 1st 2019 to December 31st, 2019.

The most recent results of these tests are also included in the table.

TEST RESULTS (Consumer Taps)

SUBSTANCE (UNIT OF MEASURE	VIOLATION Y/N	AMOUNT DETECTED (90TH%TILE	SITES ABOVE AL/ TOTAL SITE	YEAR TESTED	MCLG	MCL	Likely Source of Contamination
Copper (ppb) consumer taps	N	0.3 ppm *	0/30	2017	1300	AL = 1300	Corrosion of household plumbing syste erosion of natural deposits; leaching fr wood preservatives
**Lead (ppb) consumer taps	N	1 ppb*	1/30*	2017	0	AL=15	Corrosion of household plumbing syste erosion of natural deposits

SUBSTANCE (UNIT OF MEASURE	Violation Y/N	Level Detected	Range	YEAR TESTED	MCLG	MCL	Likely Source of Contamination
Total Trihalomethanes (ppb) consumer taps	N	16	6.5-16	2019	0	80	Byproduct of chlorination
HAA5 (ppb) consumer taps	N	8	2-8	2019	0	60	Byproduct of chlorination
Chlorine (ppm) consumer taps	N	0.46	0.24-0.47	2019	MRDL=4.0	MRDL=4.0	Water additive used to control microb
Fluoride (ppm) consumer taps	N	0.69	0.17-0.87	2018	4.0	4.0	Erosion of natural deposits; water additi which promotes s

We are pleased to report that our drinking water is safe and meets federal and state requirements
*Lead and Copper are regulated based on a 90th percentile calculation. These samples were done in 2017. One (1) of the samples tested for lead exceeded the current action level of 15 ppb.
**Infants and children who drink water containing lead in excess of the action level could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Summit Township is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your drinking water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791). Or at http://water.epa.gov/drink/info/lead.
*** Arsenic – While your drinking water meets USEPA's standard for arsenic, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the cost of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.
**** Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer.
***** Sodium does not have an MCL and the information is for health care/information purposes.

The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

As you can see by the table, our system had no violations. We're proud that your drinking water meets or exceeds all federal and state requirements. We have learned through our monitoring and testing that some contaminants have been detected. The EPA has determined that your water IS SAFE at these levels.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water:
- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated contaminants, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Please call our office if you have questions.

We at Summit Township work around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

January 1st , 2021

MDOT 2021 Stockpile Management Plan

Willbee Transit Mix Co. Inc., purchases fine aggregate from Stoneco Moscow Quarry (pit#30-71), as well as G & A sand and gravel (pit #38-10). We purchase coarse aggregate from Stoneco Ottawa Lake Quarry (pit#58-003). All materials are trucked to our yard located at 2323 Brooklyn Rd., Jackson, MI 49203. Once here the material is either placed directly into the Redi Mix plant via individual drive over hoppers or stockpiled in individual bins with a concrete floor and walls constructed from 2'x2'x4' concrete bunker blocks.

Each bin is properly labeled and our full-time yard man insures when deliveries are made the material is placed in their respective bins. He is also responsible for reporting any irregularities in the material we receive.

Respectfully,

Aaron Sherwood

Aaron Sherwood

Sales/QC

Willbee Transit Mix Co. Inc.

2323 Brooklyn Rd.

Jackson, MI 49203

2-3-2021

WILLBEE TRANSIT STOCKPILE MANAGEMENT

1. AGG INDUSTRIES 6A NATURAL
2. G & A 2NS SAND
3. HANSON'S 6AA CRUSHED LIMESTONE
4. STONECO. (MOSCOW PIT) 2NS
5. STONECO. (OTTAWA LAKE PIT) 6AA CRUSHED LIMESTONE
6. G & A PEASTONE
7. MASON SAND
8. 21AA CRUSHED STONE
9. LANDSCAPE STONE
10. RECLAIMED
11. BROKEN CONCRETE
12. LIMESTONE CHIPS
13. STONECO. (OTTAWA LAKE PIT) MODIFIED COARSE
14. COARSE 2NS SAND (OTTAWA LAKE PIT)
15. G & A 2NS SAND (OVERSTOCK)
16. STONECO. (OTTAWA LAKE PIT) INTERMEDIATE
17. AGG. INDUSTRIES 6A NATURAL (OVERSTOCK)

Willbee Transit-Mix Company
Work
BUS
100
20 m
Google

JAN 1ST, 2021

CONTROL SECTION: ALL

JOB #: ALL

TO WHOM IT MAY CONCERN:

WILLBEE TRANSIT MIX CO. INC., LOCATED AT 2323 BROOKLYN RD., JACKSON, MI 49203 MDOT PLANT #805 USES THE FOLLOWING ADMIXTURES.

MANUFACTURER: SIKA CONSTRUCTION PRODUCTS

AIR ENTRAINING:	AEA-14	ATSM C-260	
WATER REDUCING	VISCOCRETE 1000	ASTM C-494	TYPE A/F
WATER REDUCING	SIKAPLAST 300 GP	ASTM C-494	TYPE A/F
NON-CHLORIDE	SIKA SET NC	ASTM C-494	TYPE C/E
RETARDING	SIKA-TARD 440	ASTM C-494	TYPE B/D

RESPECTFULLY,

Aaron Sherwood

AARON SHERWOOD

SALES/QC

BUILDING TRUST

PRODUCT DATA SHEET
Sika® AEA-14

AIR ENTRAINING ADMIXTURE

PRODUCT DESCRIPTION

Sika® AEA-14 admixture is an aqueous solution of organic materials. Sika® AEA-14 meets the requirements of ASTM C-260 for air entraining admixtures.

USES

Sika® AEA-14 is recommended for use whenever air entrained concrete is desired. Ready-mix, precast and block producers can achieve predictable and uniform entrained air contents in concrete, even where harsh lean mixes are used or fly-ash is added to the concrete.

CHARACTERISTICS / ADVANTAGES

Durability:

- Air entrainment is recognized as the most effective prevention against concrete scaling in exposed environments. Air entrained concrete delivers particular benefits in the form of increased concrete durability. This is important in colder climates where frost and freeze-thaw cycles can cause scaling and damage to the concrete surface.
- Air entraining agents help to prevent scaling by creating microscopic air voids that water trapped in the concrete can expand into when the concrete freezes, thus preventing cracks caused by the natural expansion. Entrained air voids in the concrete will also increase durability in harsh environments where concrete is exposed to deicing salts, marine salts and sulfates.
- Workability and placeability are also improved by the lubricating action of the microscopic bubbles in the concrete. Concrete flows better, and bleeding and shrinkage is reduced because less water is needed to obtain the desired workability.

PRODUCT INFORMATION

Packaging	Sika® AEA-14 is available in 55 gallon drums (208 liters), 275 gallon totes (1040 liters) and bulk delivery.
Appearance / Color	Dark Brown Liquid The presence of cloudiness/turbidity is a natural occurrence and does not affect the performance of Sika® AEA-14.
Shelf Life	Shelf life when stored in dry warehouse conditions between 50 °F and 80 °F (10–27 °C) is 1 year.
Storage Conditions	Sika® AEA-14 should be stored at above 40 °F (5 °C). If frozen, thaw and agitate thoroughly to return to normal state.
Specific Gravity	Approx. 1.01

APPLICATION INFORMATION

Recommended Dosage	Dosage rates for Sika® AEA-14 will typically fall between 1 and 3 fl. oz. per 100 lbs. (65–195 ml/100 kg) of cement to entrain between 4 and 6 percent air. Higher air contents may be obtained by increasing the dosage rate. Dosage rates will vary depending on the air content required for a particular project. Typically air contents will be specified in the range of 4 to 8 percent by volume. Other factors that may affect the amount of air entrained into the concrete include, but are not limited to: total cementitious content, type of pozzolanic materials, sand gradation, temperature and water content. Sika recommends that trial mixes be performed whenever material or any other changes are made that may affect the amount of entrained air.
Mixing	Measure the required quantity per batch manually or with automatic dispenser equipment. Add Sika® AEA-14 to mixing water or sand. Do not mix with dry cement. When used in combination with other admixtures, care must be taken to dispense each admixture separately into the mix. **Combination with Other Admixtures:** Combination with other admixtures, particularly water reducers and retarders, may increase the amount of entrained air in the mix. Air contents should be checked with an air-meter after batching and dosage adjustments made at the concrete plant.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- **KEEP CONTAINER TIGHTLY CLOSED**
- **KEEP OUT OF REACH OF CHILDREN**
- **NOT FOR INTERNAL CONSUMPTION**
- **FOR INDUSTRIAL USE ONLY**
- **FOR PROFESSIONAL USE ONLY**

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT**

IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at https://usa.sika.com/en/group/SikaCorp/termsandconditions.html or by calling 201-933-8300.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: 800-933-7452
Fax: 201-933-6225

Sika Canada Inc.
601 Delmar Avenue
Pointe Claire
Quebec H9R 4A9
Phone: 514-697-2610
Fax: 514-694-2791

Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537

SikaPlast®-300 GP

Mid Range Water Reducing Admixture

Description

SikaPlast®-300 GP is a new generation mid range water-reducing admixture formulated to increase water reduction and compressive strengths. Normal concrete setting characteristics are obtained at recommended dosage range. SikaPlast®-300 GP meets the requirements of ASTM C 494, Type A & F.

Applications

SikaPlast®-300 GP can be used in all types of concrete including plain, reinforced, extruded, precast and prestressed concretes. SikaPlast®-300 GP is especially effective in concrete containing such pozzolanic materials as fly ash, silica fume and slag. SikaPlast®-300 GP is a non-chloride based admixture.

Benefits

- Superior finishing characteristics.
- Easier and faster pumping of concrete.
- Reduced concrete shrinkage and cracking.
- Increased compressive and flexural strengths.
- Reduced permeability.
- Extended slump retention.
- Improved appearance of architectural concrete.
- Increased strength at all ages.

How to Use

Dosage

The recommended dosage range for SikaPlast®-300 GP is 2.0 to 12.0 ounces per 100 lbs. (130 to 780 ml per 100 kg) of cementitious material. If maximum water reduction is required, dosage rates up to 20.0 ounces per 100 lbs. (1300 ml per 100 kg) of cementitious may be used. In this case, delayed setting time will likely occur.

Dosage rates vary depending upon the amount of plasticity and/or water reduction desired. Various concrete materials, slump, ambient air temperature, water-cementitious ratio, additions of pozzolanic materials, mixing time, and type and brand of cement will affect dosage rates. It is recommended that trial mixes be conducted in order to determine the required dosage for optimum performance with your concrete components. Consult your local Sika representative or Sika Technical Services Department at 1-800-933-7452 for dosage recommendations.

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

Concrete

Mixing	For best plasticizing results, SikaPlast®-300 GP should be added directly to freshly mixed concrete in the concrete mixer at the end of the batching cycle. SikaPlast®-300 GP may also be dispensed as an integral material during the regular admixture batching cycle or into freshly mixed concrete in a Ready-Mix truck at the concrete plant or job site. To optimize the plasticizing effect, Sika recommends that the combined materials be mixed for 80-100 revolutions, either in the concrete mixer or in the Ready-Mix truck. **Combination with Other Admixtures:** SikaPlast®-300 GP is highly effective as a single admixture or in combination with other admixtures. However, combining SikaPlast®-300 GP with any other admixture containing Naphthalene Sulfonates such as Sikament® SPMN, may result in a rapid slump loss. Mixing and transporting equipment's should be thoroughly washed between subsequent batches of concrete containing Naphthalene Sulfonates and SikaPlast®-300 GP. Please contact your local regional office or Technical Service Department at 1-800-933-7452 for further information. **Combination with Pozzolanic Materials:** SikaPlast®-300 GP can be successfully used in mix designs utilizing pozzolanic materials such as fly ash and GGBFS.
Packaging	SikaPlast®-300 GP is available in 55 gallon drums (208 liters), 275 gallon totes (1040 liters) and bulk delivery.
Storage and Shelf Life	SikaPlast®-300 GP should be kept above 35°F (2°C). If accidentally frozen, its properties can be restored by thawing and thoroughly re-mixing by mild mechanical agitation. Shelf life when stored in dry warehouse conditions between 40°F and 80°F (5°C - 27°C) is 1 year from date of manufacture.
Typical Data	
Appearance	Dark Brown Liquid
Specific Gravity	Approx. 1.08

KEEP CONTAINER TIGHTLY CLOSED • KEEP OUT OF REACH OF CHILDREN • NOT FOR INTERNAL CONSUMPTION • FOR INDUSTRIAL USE ONLY • FOR PROFESSIONAL USE ONLY

All information provided by Sika Corporation ("Sika") concerning Sika products, including but not limited to, any recommendations and advice relating to the application and use of Sika products, is given in good faith based on Sika's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika's instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of Sika's control are such that Sika assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. The user of the Sika product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with the full application of the product(s). Sika reserves the right to change the properties of its products without notice. All sales of Sika product(s) are subject to its current terms and conditions of sale which are available at http://usa.sika.com/ or by calling 800-933-7452.

Sika warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: (201) 933-8800
Fax: (201) 933-6225
usa.sika.com

Sika Canada Inc.
601, Delmar Avenue
Pointe-Claire, QC H9R 4A9
Phone: (514) 697-2610
Fax: (514) 697-3087
can.sika.com

Regional Information and Sales Centers. For the location of your nearest Sika representative, contact your regional center.

U.S.: Northeast: Fairless Hills, PA, Phone: (215) 295-8600 | South East: Conyers, GA, Phone: (770) 760-1300 | Western Region: Santa Fe Springs, CA, Phone: (972) 289-6480 | North Central: Ottawa, IL 61350, Phone: (815) 431-1080 | South Central: Mesquite, TX, Phone: (972) 289-6480

Canada: Ontario: Mississauga, ON, Phone: (905) 795-3177 | Alberta: Edmonton, AB, Phone: (780) 486-6211

Quality Certification Numbers: Lyndhurst: FM 69711 (ISO 9001), FM 70021 (AS 9100), Madison: FM 69715, Kansas City: FM 69707, Santa Fe Springs: FM 69698

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

Admixture Dispenser Calibration Worksheet

SikaAir 14					
Amount Theoretically Metered	40	oz.	Prior check		oz.
Amount Actually Metered	40	oz.	Prior check		oz.
Percentage error	0	%	Pass	X	Fail

Viscocrete 1000					
Amount Theoretically Metered	60	oz.	Prior check		oz.
Amount Actually Metered	60	oz.	Prior check		oz.
Percentage error	0	%	Pass	X	Fail

SIKASET NC					
Amount Theoretically Metered	110	oz.	Prior check		oz.
Amount Actually Metered	110	oz.	Prior check		oz.
Percentage error	0	%	Pass	X	Fail

300GP					
Amount Theoretically Metered	50	oz.	Prior check		oz.
Amount Actually Metered	50	oz.	Prior check		oz.
Percentage error	0	%	Pass	X	Fail

Sikatard 440					
Amount Theoretically Metered	30	oz.	Prior check		oz.
Amount Actually Metered	30	oz.	Prior check		oz.
Percentage error	0	%	Pass	X	Fail

Amount Theoretically Metered		oz.	Prior check		oz.
Amount Actually Metered		oz.	Prior check		oz.
Percentage error	0	%	Pass		Fail

Water					
Amount Theoretically Metered	55	gal	Prior check		oz.
Amount Actually Metered	55	gal	Prior check		oz.
Percentage error	0	%	Pass	x	Fail

Amount Theoretically Metered		oz.	Prior check		oz.
Amount Actually Metered		oz.	Prior check		oz.
Percentage error	0	%	Pass		Fail

Customer / Location:	Willbee Transit Mix Jackson Michigan		
Inspected By:	Doug Burnett	Date:	4/11/2022

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Certificate of Calibration

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812171211121052729

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

(*)Make: GSE Model : 350 SN#: 812171 Capacity: 8000 LB Graduation: 5 LB

CALIBRATION DATE	DUE DATE	TEST INTERVAL	SCALE ID	SCALE CLASS
11/19/2021	05/21/2022	Semi-Annually	812171	III

SCALE LOCATION	EQUIPMENT CONDITIONS	
	Working	Clean

SELECT NUMBER OF PM DAYS:	CAPACITY	8000	UOM	LB	INCREMENT	5

AS FOUND TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
0	LB	0	LB	0	LB
2000	LB	2000	LB	0	LB
4000	LB	4000	LB	0	LB
6000	LB	6000	LB	0	LB
0	LB	0	LB	0	LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT BUILD TEST

Test Weight Applied		Material Weight Applied		Reading		Error	
6000	LB	1500	LB	7500	LB	0	LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB

OVERALL TEST RESULTS PASS

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812171211121052729

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

TEST INFORMATION

TEST WEIGHT CLASSIFICATION	EXPANDED UNCERTAINTY
F	368
ENVIRONMENTAL CONDITIONS	TEMPERATURE
Acceptable	55
WAS THE SCALE WITHIN CUSTOMERS REQUIRED ACCURACY?	
Yes	
TEST LOCATION	OVERALL RESULT
Onsite	Pass w/o adjustment

Comments:

TRACEABILITY CERTIFICATE NUMBERS:			
Kit Description	NIST	Date	Date Due
GL1501 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1502 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1503 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1504 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1505 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1506 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023

Technician(s): JOE BIELARZ;

Signature:

Devices were calibrated with the certified test weights. Adjustments made to restore and/or maintain the accuracy of the device conform to the tolerances established by NIST or Manufacturers Specifications. Best measurement of uncertainty calculated using a coverage factor of K=2. This provides confidence level of 95%.

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Certificate of Calibration

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812151211121052910

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

(*)Make: GSE Model : 350 SN#: 812151 Capacity: 40000 LB Graduation: 20 LB

CALIBRATION DATE	DUE DATE	TEST INTERVAL	SCALE ID	SCALE CLASS
11/19/2021	05/21/2022	Semi-Annually	812151	III L

SCALE LOCATION	EQUIPMENT CONDITIONS	
	Working	Clean

SELECT NUMBER OF PM DAYS:	CAPACITY	40000	UOM	LB	INCREMENT	20

AS FOUND TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
0	LB	0	LB	0	LB
2000	LB	2000	LB	0	LB
4000	LB	4000	LB	0	LB
6000	LB	6000	LB	0	LB
0	LB	0	LB	0	LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT BUILD TEST

Test Weight Applied		Material Weight Applied		Reading		Error	
6000	LB	10000	LB	16000	LB	0	LB
6000	LB	20000	LB	26000	LB	0	LB
6000	LB	30000	LB	36000	LB	0	LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
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	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB

OVERALL TEST RESULTS PASS

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812151211121052910

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

TEST INFORMATION

TEST WEIGHT CLASSIFICATION	EXPANDED UNCERTAINTY
F	
ENVIRONMENTAL CONDITIONS	TEMPERATURE
Acceptable	55
WAS THE SCALE WITHIN CUSTOMERS REQUIRED ACCURACY?	
Yes	
TEST LOCATION	OVERALL RESULT
Onsite	Pass w/o adjustment

Comments:

TRACEABILITY CERTIFICATE NUMBERS:

Kit	NIST	Date	Date Due	Description
GL1501	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB
GL1502	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB
GL1503	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB
GL1504	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB
GL1505	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB
GL1506	MI-03-21-15156	3/5/2021	3/5/2023	TRUCK 15 - 1000 LB

Technician(s): JOE BIELARZ;

Signature:

Devices were calibrated with the certified test weights. Adjustments made to restore and/or maintain the accuracy of the device conform to the tolerances established by NIST or Manufacturers Specifications. Best measurement of uncertainty calculated using a coverage factor of K=2. This provides confidence level of 95%.

Michigan Concrete Association
Certification Board of Examiners

hereby certifies that on 1/29/2020

Aaron Sherwood

did, by written and performance examinations, complete the requirements for

MCA Level II Advanced Concrete Technician

This certification expires on 4/15/2023

MCA Certification Board of Examiners

Michigan Department of Transportation
ACI – Greater Michigan Chapter
ACI – West Michigan Chapter
Alpena Community College

MCA Director of Technical Services/Training

Examiner – William Foster

Executive Director

National Ready Mixed Concrete Association

NRMCA

Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

Jackson Plant 1, Jackson, MI

Willbee Transit-Mix Co., Inc.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities*. As of the inspection date, the facilities met the requirements for production by

Truck Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures

STATE OF MICHIGAN
PAUL J. KLEIN
ENGINEER
39153
LICENSED PROFESSIONAL ENGINEER

Signature of Licensed Professional Engineer

March 05, 2021	***March 28, 2023***
Inspection Date	Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

Signature of Company Official

MANAGER
Title of Company Official

NOTICE: The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 801508

Certification ID #: 27140

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

National Ready Mixed Concrete Association 66 Canal Center Plaza, Suite 250 • Alexandria • Virginia 22314

No. 20

WILLBEE TRANSIT-MIX CO., INC.

PLANT #801508

2323 BROOKLYN RD.

JACKSON, MI 49203

PLANT MANAGER/DISPATCHER CHRIS WILLBEE 517-745-1511

OUTSIDE SALES/QC AARON SHERWOOD 517-812-8343

CONTROL SECTION:

JOB NUMBER:

PROJECT LOCATION: **BROWN & DENTON**

CONTRACTOR: **T & D CONSTRUCTION**

DISTANCE TO JOB: **4 MILES**

PLANT AND FLEET CAPABILITY: **120 YARDS PER HR.**

MIX DESIGNS:

13-0403S- CURB

13-0403MRS- FLATWORK

Michigan Department of Transportation 1976 (06/17)

JOB MIX FORMULA (JMF)
CONCRETE FIELD COMMUNICATION

File 206

This form applies only to the project listed below and is not transferable to other projects
DISTRIBUTION: ORIGINAL – Project Engineer **COPIES** – Contractor, Lansing CFS, Region, Inspector

CONTROL SECTION	JOB NUMBER	PROJECT LOCATION	PROJECT ENGINEER
		BROWN & DENTON	HRC

CONCRETE SUPPLIER	PLANT LOCATION	PLANT NUMBER
WILLBEE TRANSIT MIX	2323 BROOKLYN RD.	805

GRADE OF CONCRETE	PSI REQUIREMENT	MIX DESIGN NUMBER	INTENDED USE (S)	CONTRACTOR QC PLAN SUBMITTED? (MDOT use only)
P1	3500PSI	13-0403MRS	FLATWORK	Y ☐ N ☐

PRIME / SUBCONTRACTOR(S)
T & D CONCRETE

STANDARD SPEC DATE	QC/QA SPECIAL PROVISION DATE	JMF EFFECTIVE DATE	AGG. CORRECTION
			.1

MATERIAL DESIGN SOURCES AND PROPERTIES

COARSE AGGREGATE		INTERMEDIATE AGGREGATE		FINE AGGREGATE	
Aggregate Type	LIMESTONE	Aggregate Type			
Source Name	STONECO	Source Name		Source Name	STONECO
MDOT Source No.	58-003	MDOT Source No.		MDOT Source No.	58-003
MDOT Series Class	6AA	MDOT Series Class		MDOT Series Class	2NS PREMIUM
Specific Gravity (Bulk Dry)*	2.68	Specific Gravity (Bulk Dry)*		Specific Gravity (Bulk Dry)*	2.61
Specific Gravity (Bulk SSD) optional	2.71	Specific Gravity (Bulk SSD) optional		Specific Gravity (Bulk SSD) optional	
Absorption	1.7	Absorption		Absorption	1.4
Unit Weight (Dry Rodded) DR or	93.3	Unit Weight (Dry Rodded) DR or		Fineness Modulus (FM)	2.76
Unit Weight (Dry Loose) DL		Unit Weight (Dry Loose) DL			
Percent Crushed	100	Percent Crushed			
MDOT Freeze-Thaw (F-T) Dilation	.010	MDOT Freeze-Thaw (F-T) Dilation			
Specific Gravity (Bulk Dry) of F-T Sample*	2.64	Specific Gravity (Bulk Dry) of F-T Sample*			
Date of MDOT Freeze-Thaw Report		Date of MDOT Freeze-Thaw Report			

* If the bulk dry specific gravity is more than 0.04 less than the bulk dry specific gravity of the most recently tested freeze-thaw sample, the aggregate will be considered to have changed characteristics and be required to have a new freeze-thaw test conducted prior to the use on Department projects.

CEMENTITOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE IL
Cement Specific Gravity	3.15
Fly Ash Source (distributer & plant)	
Fly Ash Class	
Fly Ash Specific Gravity	
Slag Cement Source	ST. MARYS/DETROIT
Slag Cement Grade	
Slag Cement Specific Gravity	2.90
Other	

ADMIXTURES

Air Entrainment	SIKA AEA 14
Water Reducer	SIKA 300GP
Water Reducer	
Water Reducer	
Accelerator	
Other	
(Indicate Source & Product name with ticket code)	
TYPE OF MIX WINTER/SUMMER	SUMMER

MIX PROPORTIONS

Volume of Coarse Aggregate (DR)	.70
Coarse Aggregate Weight (Dry)	1775
Intermediate Aggregate Weight (Dry)	
Fine Aggregate Weight (Dry)	1303
Portland Cement Weight	342
Fly Ash Weight	
Fly Ash Percent of Cementitious	
Slag Cement Weight	184
Slag Cement Percent of Cementitious	
Total Water Weight	290
Net Water Weight	242
WC (as designed)	.46
Air Entrainer (dosage)	3OZ/100WGT
Water Reducer (dosage)	4OZ/100WGT
Other (dosage)	

Design Slump	4-6"
Specified Slump	4-6""
Design Air %	6.5%
Specified Air %	5.5-8.5%
PSI minimum required	3500PSI
Total Cementitious	526
Yield cu/ft	27.0

I certify that all applicable standard test methods have been followed verifying the mix design and JMF:

Signature *Aaron Sherwood*

MCA Level II Expiration Date: 04/15/23

Date: 04/14/22

METHOD 2 WAS USED FOR VERIFICATION OF THIS MIX

intertek psi

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Report No: CTR:04082444-2-C1
Issue No: 1

These test results apply only to the specific locations and materials noted and may not represent any other locations or elevations. This report may not be reproduced, except in full, without written permission by Professional Service Industries, Inc. If a non-compliance appears on this report, to the extent that the reported non-compliance impacts the project, the resolution is outside the PSI scope of engagement.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
JEFF PRATT
MIKE ROMKEMA
TROY WHITE

Project: CLINTON ST RECONSTRUCTION
JACKSON, MI

Approved Signatory: Joel Walker (Branch Manager)
Date of Issue: 6/18/2021

Mix Data

		Material	Source	Amount	Moisture
Mix Submitted By:	Willbee Transit Mix				
Supplier:	Willbee Transit Mix				
Plant:	Willbee Transit Mix-Jackson				
Mix Identification:	13-0403 MRS				
Specified Design Strength (psi):	3500 at age 28 days				
Design Unit Weight (pcf):					
Water Cement Ratio (lb/lb):					

Sample Details

						Measured	Specified
Date Sampled:	05/12/21	**Date Received:**	05/13/21	**Specification:**	Mix Design		
General Location:	Light pedestals			**Slump (in):**	ASTM C 143	5.5	
Sample Location:	STA 18+41			**Slump w/ plasticizer (in):**		N/A	
Curing Method:	One day Field/Laboratory Cure			**Air Temp (°F):**		58	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Concrete Temp (°F):**	ASTM C 1064	64	
			Low:	**Air Content (%)**	ASTM C 231	5.6	
Contractor:	Trac Trenching			**Unit Weight (pcf):**	ASTM C 138	141.3	
Ticket no.:	1693495	**Truck No.:**	31	**Volume of Density Measure (ft³):**		N/A	
Sampled By:	Kevin Trowbridge			**Batch Size (yd³):**	4.0	**Time Batched:**	11:30
Submitted By:	Kevin Trowbridge			**Yd³ Placed:**	4.0	**Time Sampled:**	11:50
Weather:	Sunny			**Water Added (gal) Before:**		**Time Placed:**	12:10
Est. Wind (mph):	5-10	**Est. Rh (%):**	35	**After:**		**Time in Truck (mins):**	40

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082444-2-C1\1	05/19/21	7	4.00	8.00	12.57	U	42280	2	3360	David Jenks
04082444-2-C1\2	06/09/21	28	4.00	8.00	12.57	U	62910	5	5010	Jeffery Southcott
04082444-2-C1\3	06/09/21	28	4.01	8.00	12.63	U	68000	5	5380	Jeffery Southcott
04082444-2-C1\4	06/09/21	28	4.01	8.00	12.63	U	63410	3	5020	Jeffery Southcott
04082444-2-C1\5		Hold				U				
							Average 28 Day Compressive Strength (psi)		5140	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 2 = C39: Vert crack/ cone opposite end; C1314: Cone & Shear, 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 5 = C39: Side fracture-opposite ends; C1314: Semi-Conical Break

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intertek psi

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Report No: CTR:04082444-3-C1
Issue No: 1

These test results apply only to the specific locations and materials noted and may not represent any other locations or elevations. This report may not be reproduced, except in full, without written permission by Professional Service Industries, Inc. If a non-compliance appears on this report, to the extent that the reported non-compliance impacts the project, the resolution is outside the PSI scope of engagement.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
JEFF PRATT
MIKE ROMKEMA
TROY WHITE

Project: CLINTON ST RECONSTRUCTION
JACKSON, MI

Approved Signatory: Joel Walter (Branch Manager)
Date of Issue: 6/28/2021

Mix Data

		Material	Source	Amount	Moisture
Mix Submitted By:	Willbee Transit Mix				
Supplier:	Willbee Transit Mix				
Plant:	Willbee Transit Mix-Jackson				
Mix Identification:	13-0403 MRS P1				
Specified Design Strength (psi):	3500 at age 28 days				
Design Unit Weight (pcf):					
Water Cement Ratio (lb/lb):					

Sample Details

						Measured	Specified
Date Sampled:	05/13/21	**Date Received:**	05/14/21	**Specification:** Mix Design			
General Location:	Sidewalk						
Sample Location:	STA 63+20			**Slump (in):**	ASTM C 143	6	
Curing Method:	One day Field/Laboratory Cure			**Slump w/ plasticizer (in):**		N/A	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Air Temp (°F):**		58	
		Low:		**Concrete Temp (°F):**	ASTM C 1064	60	
Contractor:	T & D Concrete Construction			**Air Content (%)**	ASTM C 231	6.1	
Ticket no.:	1693547	**Truck No.:**	24	**Unit Weight (pcf):**	ASTM C 138	140.2	
Sampled By:	Kevin Trowbridge			**Volume of Density Measure (ft³):**		N/A	
Submitted By:	Kevin Trowbridge			**Batch Size (yd³):**	7.0	**Time Batched:**	08:32
Weather:	Sunny			**Yd³ Placed:**	7.0	**Time Sampled:**	09:00
Est. Wind (mph):	0-5	**Est. Rh (%):**	45	**Water Added (gal) Before:**		**Time Placed:**	09:25
				After:		**Time in Truck (mins):**	53

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082444-3-C1\1	05/20/21	7	4.01	8.00	12.63	U	37440	4	2960	David Jenks
04082444-3-C1\2	06/10/21	28	4.00	8.00	12.57	U	58740	2	4670	Roland Turner
04082444-3-C1\3	06/10/21	28	4.00	8.00	12.57	U	63050	2	5020	Roland Turner
04082444-3-C1\4	06/10/21	28	4.00	8.00	12.57	U	61580	3	4900	Roland Turner
04082444-3-C1\5		Hold				U				
							Average 28 Day Compressive Strength (psi)		4860	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 2 = C39: Vert crack/ cone opposite end; C1314: Cone & Shear; 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 4 = C39: Diagonal fracture; C1314: Tension Break

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intertek psi

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

Report No: CTR:04082444-8-C1
Issue No: 1

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Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
JEFF PRATT
MIKE ROMKEMA
TROY WHITE

Project: CLINTON ST RECONSTRUCTION
JACKSON, MI

Approved Signatory: Joel Walter (Branch Manager)
Date of Issue: 8/27/2021

Mix Data

		Material	Source	Amount	Moisture
Mix Submitted By:	Willbee Transit Mix				
Supplier:	Willbee Transit Mix				
Plant:	Willbee Transit Mix-Jackson				
Mix Identification:	13-0403 MRS P1 3				
Specified Design Strength (psi):	3500 at age 28 days				
Design Unit Weight (pcf):					
Water Cement Ratio (lb/lb):					

Sample Details

Date Sampled:	06/07/21	**Date Received:**	06/08/21	**Specification:**	Mix Design			
General Location:	Sidewalk						**Measured**	**Specified**
Sample Location:	STA 34+40			**Slump (in):**		ASTM C 143	4.75	
Curing Method:	One day Field/Laboratory Cure			**Slump w/ plasticizer (in):**			N/A	
Field Sample No.:		**Initial Cure Temp (°F) High:**		**Air Temp (°F):**			72	
		Low:		**Concrete Temp (°F):**		ASTM C 1064	82	
Contractor:	T & D Concrete Construction			**Air Content (%)**		ASTM C 231	5.7	
Ticket no.:	1694300	**Truck No.:**	24	**Unit Weight (pcf):**		ASTM C 138	140.5	
Sampled By:	Kevin Trowbridge			**Volume of Density Measure (ft³):**			N/A	
Submitted By:	Kevin Trowbridge			**Batch Size (yd³):**	9.0	**Time Batched:**	07:54	
Weather:	Cloudy			**Yd³ Placed:**	18.0	**Time Sampled:**	08:20	
Est. Wind (mph):	10-15	**Est. Rh (%):**	80	**Water Added (gal) Before:**		**Time Placed:**	08:40	
				After:		**Time in Truck (mins):**	46	

Compressive Strength of Concrete Cylinders — ASTM C 39

Specimen ID	Date Tested	Age (Days)	Diameter (in)	Length (in)	Area (in²)	Type of Cap	Maximum Load (lbf)	Fracture Type / Remarks	Compressive Strength (psi)	Tested By
04082444-8-C1\1	06/14/21	7	4.01	8.00	12.63	U	46410	2	3670	Roland Turner
04082444-8-C1\2	07/05/21	28	4.01	8.00	12.63	U	65250	5	5170	Savana Bellows
04082444-8-C1\3	07/05/21	28	4.01	8.00	12.63	U	69250	3	5480	Savana Bellows
04082444-8-C1\4	07/05/21	28	4.00	8.00	12.57	U	65510	3	5210	Savana Bellows
04082444-8-C1\5		Hold				U				
							Average 28 Day Compressive Strength (psi)		5290	
							Required Strength (psi)		3500	

Notes

1. Sampling to ASTM C 172
2. Specimen(s) prepared to ASTM C 31
3. Capping B=Bonded ASTM C 617, U=Unbonded ASTM C 1231, C = Combined, G = Ground
Sampled from Revolving Drum Truck Mixer (ASTM C 172, 5.2.3)

Remarks

Fracture Type: 2 = C39: Vert crack/ cone opposite end; C1314: Cone & Shear, 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 5 = C39: Side fracture-opposite ends; C1314: Semi-Conical Break

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Votorantim Cimentos

St Marys Cement

Blended Hydraulic Cement Type IL(12)

Production Period: 1/01/2022 to 1/31/2022

STANDARD REQUIREMENTS

Chemical Data

Item	Spec. Limit	Results
SiO_2 (%)		17.1
Al_2O_3 (%)		4.6
Fe_2O_3 (%)		2.84
CaO (%)		59.8
MgO (%)		2.7
SO_3 (%)*		3.68
Loss of ignition (%)	*10.0 max*	5.6
Na_2O (%)		0.20
K_2O (%)		0.91
CO_2 (%)		4.8
Limestone (%)	*15.0 max*	11.2
$CaCO_3$ in limestone (%)	*70.0 min*	97.0
Inorganic process addition(%)	*5.0 max*	0.0

Physical Data

Item	Spec. Limit	Results
Air Content of mortar (volume %)	*12.0 max*	7
Blaine fineness (m^2/kg)		479
Retained 325 (%)		2.80
Specific Gravity (g/cm3)		
Autoclave expansion (%)	*0.8 max*	0.14
Compressive strength (MPa/psi):		
1 day		14.9 [2156]
3 days	*13.0[1890] min*	27.1 [3924]
7 days	*20.0[2900] min*	31.5 [4569]
28 days *(previous month)*	*25.0[3620] min*	37.7 [5408]
Time of setting (minutes)		
(Vicat) Initial	*45 - 420*	120
(Vicat) Final		228
Mortar Bar Expansion (ASTM C1038) (%)*	*0.02 max*	0.011

OPTIONAL REQUIREMENTS

Item	Spec. Limit	Results
Equiv. Alkalies	*A*	0.79

This cement meets ASTM C595 Specification for Blended Hydraulic Type IL(12) Cement

*It is permissible to exceed the table limit for SO3 content, provided it is demonstrated by C1038 that the cement will not develop expansion exceeding 0.02% in 14 Days

A Test result provided for information only.

February 17, 2022

St. Marys Cement
Detroit Plant
9333 Dearborn Avenue
Detroit, MI 48209
Tel: (313) 842-4600 - Fax: (313) 849-4512

Eduardo Herrera
Quality Control Manager

Votorantim Cimentos

St Marys Cement

Slag Cement Grade 100 - Cemplus

Production Period: 12/01/2021 to 12/31/2021

STANDARD REQUIREMENTS - SLAG

Chemical Data

Item	Spec. Limit	Results
Sulfide Sulfur (S) (%)	2.5 max	0.6
Sulfate Sulfur (as SO_3) (%)		1.6
Added Sulfate Sulfur (as SO_3) (%)		
Inorganic process addition (%)	*5.0 max*	
Equivalent Alkalis (%)		0.53
Al_2O_3 (%)		9.4
Cl		0.0000

Physical Data

Item	Spec. Limit	Results
Air Content of mortar (volume %)	*12 max*	5
Blaine fineness (m^2/kg)	*260 min*	534
Retained 325 (%)		1.12
Compressive strength (MPa/psi):		
7 days		25.6 [3710]
28 days *(previous month)*		41.1 [5964]
Slag Activity Index (%) (SAI)		
7 days		77.1
28 days *(previous month)*	*95 min*	104.2

STANDARD REQUIREMENTS - REFERENCE CEMENT

Chemical Data

Item	Spec. Limit	Results
Equiv. Alkalies	*A*	0.86
Potential phase composition		
C_3S (%)		60
C_2S (%)		9
C_3A (%)		8
C_4AF (%)		9

Physical Data

Item	Spec. Limit	Results
Blaine fineness (m^2/kg)	*260 min*	390
Compressive strength (MPa/psi):		
7 days		33.1 [4801]
28 days *(previous month)*		39.1 [5675]

ADDITIONAL DATA

Item		Item	Results
Type	Inorganic Processing Addition	Specific Gravity (g/cm3)	2.91
Amount	0.0	Autoclave expansion (%)	0.05
SiO_2 (%)			
Al_2O_3 (%)			
Fe_2O_3 (%)			
CaO (%)			
SO_3 (%)			

This cement meets ASTM C989 and AASHTO M302 Specifications for Grade 100 Slag Cement and CSA A3001 for Type S Slag Cement

ATest result provided for information only.

January 14, 2022

St. Marys Cement
Detroit Plant
9333 Dearborn Avenue
Detroit, MI 48209
Tel: (313) 842-4600 - Fax: (313) 849-4512

Eduardo Herrera
Quality Control Manager

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

December 9, 2020

Brian Wahl
Quality Control Manager
Stoneco, Inc.
7555 Whiteford Road
Ottawa Lake, Michigan 49267

Dear Mr. Wahl:

Testing is complete on the Coarse Aggregate 6A sample obtained on December 10, 2019, from the Stoneco-Ottawa Lake source, Aggregate Source Inventory Number 58-003. The coarse aggregate sample was tested for compliance with Portland cement concrete and concrete freeze-thaw durability specification requirements. Attached is a copy of the "Report of Test" on Laboratory Sample Number 19A-0152. Results included in this "Report of Test" will be effective for materials being produced from the date of this letter forward.

Test results indicate material from this source, as produced, yields a freeze-thaw dilation of 0.010 percent. The aggregate submitted for testing had a bulk dry specific gravity of 2.65 and was 100 percent crushed material. In addition, you must be aware this freeze-thaw test result is valid only for coarse aggregate with a minimum bulk dry specific gravity of 2.61 and greater, and a crushed percentage of at least 85 percent. These requirements are based on footnotes d and g, of Table 902-2 in the *Standard Specifications for Construction*.

Other aggregate property requirements may apply by either Standard Specification or by Special Provision on a project-by-project basis. Further, this letter does not remove the Michigan Department of Transportation's testing requirements for gradation and deleterious particle content.

If you have questions regarding this determination, please call me at (517) 636-4948 or email statonj@michigan.gov.

Sincerely,

John F. Staton, P.E.
Supervising Engineer
Materials Section

Enclosure

MDOT
Michigan Department of Transportation

CFS Laboratory, Lansing

Report of Test

Freeze-Thaw Durability In Concrete

File 306

Freeze-Thaw No.	19FT-18
Job No.	
Laboratory No.	19A-0152
Date	November 19 2020

Report on sample of	Coarse Aggregate		
Date sampled	December 10 2019	**Date received**	December 10 2019
Source of material	Stoneco-Ottawa Lake		58-3
Sampled from	Stockpile @ source	**Quantity represented**	
Submitted by	R. Wright		
Intended use	Portland Cement Concrete	**Specification**	6A MTM - 113,114,115

Properties of Coarse Aggregate

			F-T Pick	Production
Bulk Specific Gravity (dry basis)	2.65			
Absorption, %		Deleterious Particles	25-9.5 mm	25-9.5 mm
24 - Hour Soak	1.97	Soft Particles, %	0.3	0.0
Vacuum Saturation	2.65	Chert, %	0.3	0.8
Crushed Material in Sample, %	100	Sum of Soft & Chert, %	0.6	0.8
Los Angeles Abrasion, % of wear	25	Coke & Coal, %		

Unit Weight of Coarse Aggregate (dry loose) kg / m^3 : 1466

Concrete Mixture Data

	Batch Number 1	2	3	Average
Date of Batch	4/15/20	4/16/20	9/10/20	
Slump, mm	75	75	70	73
Unit Weight of Concrete, kg / m^3	2298	2291	2311	2300
Actual Cement Content, kg / m^3	298	298	300	299
Water/Cement Ratio, by weight	0.50	0.49	0.50	0.50
Air Content, %	7.75	8.50	7.50	8.00

Compressive Strength, MPa

7 days	27.2	26.5	27.5	27.1
28 days	31.6	32.0	34.7	32.8

Freeze-Thaw Durability

Expansion per 100 Cycles, %				
Beam 1	0.005	0.007	0.013	
Beam 2	0.007	0.016	*	
Beam 3	0.009	0.007	0.012	
Average				0.010

Remarks: Tested for Information
* Outlier

John F. Staton
Aggregate Quality

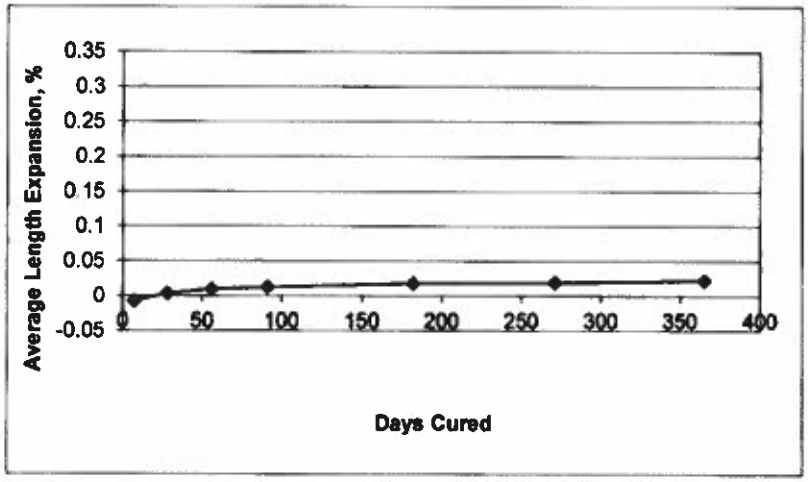
Potential Alkali Reactivity of Aggregates
ASTM C 1293

Project: 2020 StoneCo Lab Testing
Project No.: 83342
Client: StoneCo

Date: 02/26/21
Prepared By: Ryan Wilk

Date Molded: 02/27/20
Portland Cement: CRH Type I

Fine Aggregate: Moscow #30-071
Coarse Aggregate: MDOT Pit #58-011



Date	Days Cured	Specimen			Average Expansion, %
		1	2	3	
03/05/20	7	-0.007	-0.006	-0.007	-0.0069
03/26/20	28	0.003	0.002	0.006	0.0037
04/23/20	56	0.007	0.010	0.014	0.0101
05/28/20	91	0.016	0.013	0.010	0.0131
08/27/20	182	0.020	0.018	0.018	0.0184
11/24/20	271	0.024	0.018	0.018	0.0200
02/26/21	365	0.032	0.019	0.018	0.0229

Notes: Aggregates that exceed 0.04% expansion at one year using this test criteria could be considered potentially reactive.

Remarks: Aggregates were tested in accordance to ASTM C1293.

Tested by: Ryan Wilk

Reviewed by: Errol Gilbert, CET

Aggregate Source Inventory Database

MDOT Michigan Department of Transportation

PIT NAME	30 - 71
MOSCOW	

DEPOSIT TYPE	YEAR ADDED TO DATABASE	STATUS: INACTIVE/ACTIVE/URBANIZED
SD/GR	1998	ACTIVE

TEST	RESULT	YEAR	NOTES
L.A. ABRASION	26	2017	
F.T TESTING			*RESULTS OVER 5 YEARS OLD ARE INVALID *ENTRIES WITH A YEAR AND NO RESULT IN FIELD HAVE RESULT OF 0.00
A.W.I			*Petrographic Determination- Please see Nomograph*

TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION	LAST PRODUCER ON RECORD
T05S	R02W	1	SE/4 & E/2 OF NE OF SW	STONECO - WEST

DRIVING DIRECTIONS

6.7 MI W ON US-12 FROM JCT/W US-127 EAST OF SOMERSET, N OF RD(JUST WEST OF MICH AGG CORP)

Thursday, May 25, 2017

NOTE: If you have updates for this pit (ex. status, producer, or an increase in area for legal description) please contact Aggregate Quality Control

Aggregate Source Inventory Database

MDOT Michigan Department of Transportation

PIT NAME	58 - 3
OTTAWA LAKE	

DEPOSIT TYPE	YEAR ADDED TO DATABASE	STATUS: INACTIVE/ACTIVE/URBANIZED
QUARRY	1953	ACTIVE

TEST	RESULT	YEAR			NOTES
L.A. Abrasion	26	2015			
F.T Dilation	0.029	2015	Crush:	100	*ENTRIES WITH A YEAR AND NO RESULT IN FIELD HAVE RESULT OF 0.00 *RESULTS OVER 5 YEARS OLD ARE INVALID
A.W.I	225	2009			*Wear Track Value*
F.T. Specific Gravity	2.64	2015			*BULK DRY SPECIFIC GRAVITY TESTING DONE ON FT SAMPLE
Annual Specific Gravity					*ANNUAL BULK DRY SPECIFIC GRAVITY VERIFICATION TESTED AT SOURCE

TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION	LAST PRODUCER ON RECORD
T08S	R06E	25	SE OF SE	STONECO - EAST

DRIVING DIRECTIONS

1.7 MI E ON STEARNS RD FROM US-23(EXIT 1), OFFICE S OF RD, ACTIVE QUARRY N OF RD

FOR THE FREEZE-THAW RESULT TO BE VALID FOR MDOT PROJECTS, BULK DRY SPECIFIC GRAVITY RESULT MUST NOT BE MORE THAN 0.04 LESS THAN F.T. SPECIFIC GRAVITY.

Wednesday, August 02, 2017

NOTE: If you have updates for this pit (ex. status, producer, or an increase in area for legal description) please contact MDOT-AggregateQuality@michigan.gov

2019 Annual Drinking Water Quality Report
SUMMIT TOWNSHIP, JACKSON MICHIGAN

We're pleased to present to you this year's Annual Quality Water Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water sources are located throughout the township. Our 15 wells draw from The Marshall Sandstone formation. The depths of the wells vary from 160 to 350 feet below the surface.

If you have ary questions about this report or concerning your water utility, please contact Eric Trader at Summit Township Offices, 2121 Ferguson Road, Jackson, Michigan 49203 or call 517-788-4119 ext. 250. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the second Tuesday of every month at 7:00 p.m. at the Summit Township Meeting Room, 2121 Ferguson Road Jackson, Michigan.

The State performed an assessment of our source water in 2003 to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very high" based primarily on geologic sensitivity, water chemistry and contaminant sources. The susceptibility of our source water is high. Summit Township is participating in a countywide cooperative effort to protect our drinking water supply by developing a comprehensive Well Head Protection Program. This effort will identify the groundwater recharge areas for municipal wells and identify potential sources of contamination in those areas and recommend appropriate action to prevent contamination from entering the ground water.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLG as feasible using the best available treatment technology.

Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Residual Disinfectant Level Goal or "MRDLG" means the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Maximum Residual Disinfectant Level or "MRDL" means the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Parts per million (ppm) – one part per million corresponds to one minute in two years or a single penny in $10,000.

Parts per billion (ppb) – one part per billion corresponds to one minute in 2,000 years, or a single penny in $10,000,000

Summit Township routinely monitors for contaminants in your drinking water according to federal and state laws. This table shows the results of our monitoring for the period of January 1st 2019 to December 31st, 2019

The most recent results of these tests are also included in the table.

TEST RESULTS (Consumer Taps)

SUBSTANCE (UNIT OF MEASURE	VIOLATION Y/N	AMOUNT DETECTED (90TH%TILE	SITES ABOVE AL/ TOTAL SITE	YEAR TESTED	MCLG	MCL	Likely Source of Contamination
Copper (ppb) consumer taps	N	0.3 ppm *	0/30	2017	1300	AL= 1300	Corrosion of household plumbing syste erosion of natural deposits; leaching fr wood preservatives
**Lead (ppb) consumer taps	N	1 ppb*	1/30*	2017	0	AL=15	Corrosion of household plumbing syste erosion of natural deposits

SUBSTANCE (UNIT OF MEASURE	Violation Y/N	Level Detected	Range	YEAR TESTED	MCLG	MCL	Likely Source of Contamination
Total Trihalomethanes (ppb) consumer taps	N	16	6.5-16	2019	0	80	Byproduct of chlorination
HAA5 (ppb) consumer taps	N	8	2-8	2019	0	60	Byproduct of chlorination
Chlorine (ppm) consumer taps	N	0.46	0.24-0.47	2019	MRDL=4.0	MRDL=4.0	Water additive used to control microb
Fluoride (ppm) consumer taps	N	0.69	0.17-0.87	2018	4.0	4.0	Erosion of natural deposits; water addit which promotes s

We are pleased to report that our drinking water is safe and meets federal and state requirements
*Lead and Copper are regulated based on a 90th percentile calculation. These samples were done in 2017. One (1) of the samples tested for lead exceeded the current action level of 15 ppb.
**Infants and children who drink water containing lead in excess of the action level could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Summit Township is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your drinking water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791). Or at http://water.epa.gov/drink/info/lead.
*** Arsenic – While your drinking water meets USEPA's standard for arsenic, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the cost of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.
**** Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer.
***** Sodium does not have an MCL and the information is for health care/information purposes.

The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

As you can see by the table, our system had no violations. We're proud that your drinking water meets or exceeds all federal and state requirements. We have learned through our monitoring and testing that some contaminants have been detected. The EPA has determined that your water IS SAFE at these levels.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water:
- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated contaminants, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Please call our office if you have questions.

We at Summit Township work around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

January 1st , 2021

MDOT 2021 Stockpile Management Plan

Willbee Transit Mix Co. Inc., purchases fine aggregate from Stoneco Moscow Quarry (pit#30-71), as well as G & A sand and gravel (pit #38-10). We purchase coarse aggregate from Stoneco Ottawa Lake Quarry (pit#58-003). All materials are trucked to our yard located at 2323 Brooklyn Rd., Jackson, MI 49203. Once here the material is either placed directly into the Redi Mix plant via individual drive over hoppers or stockpiled in individual bins with a concrete floor and walls constructed from 2'x2'x4' concrete bunker blocks.

Each bin is properly labeled and our full-time yard man insures when deliveries are made the material is placed in their respective bins. He is also responsible for reporting any irregularities in the material we receive.

Respectfully,

Aaron Sherwood

Aaron Sherwood

Sales/QC

Willbee Transit Mix Co. Inc.

2323 Brooklyn Rd.

Jackson, MI 49203

2-3-2021

WILLBEE TRANSIT STOCKPILE MANAGEMENT

1. AGG INDUSTRIES 6A NATURAL
2. G & A 2NS SAND
3. HANSON'S 6AA CRUSHED LIMESTONE
4. STONECO. (MOSCOW PIT) 2NS
5. STONECO. (OTTAWA LAKE PIT) 6AA CRUSHED LIMESTONE
6. G & A PEASTONE
7. MASON SAND
8. 21AA CRUSHED STONE
9. LANDSCAPE STONE
10. RECLAIMED
11. BROKEN CONCRETE
12. LIMESTONE CHIPS
13. STONECO. (OTTAWA LAKE PIT) MODIFIED COARSE
14. COARSE 2NS SAND (OTTAWA LAKE PIT)
15. G & A 2NS SAND (OVERSTOCK)
16. STONECO. (OTTAWA LAKE PIT) INTERMEDIATE
17. AGG. INDUSTRIES 6A NATURAL (OVERSTOCK)

Willbee Transit-Mix Company
Work
BUS
100
20 m
Google

JAN 1ST, 2021

CONTROL SECTION: ALL

JOB #: ALL

TO WHOM IT MAY CONCERN:

WILLBEE TRANSIT MIX CO. INC., LOCATED AT 2323 BROOKLYN RD., JACKSON, MI 49203 MDOT PLANT #805 USES THE FOLLOWING ADMIXTURES.

MANUFACTURER: SIKA CONSTRUCTION PRODUCTS

AIR ENTRAINING:	AEA-14	ATSM C-260	
WATER REDUCING	VISCOCRETE 1000	ASTM C-494	TYPE A/F
WATER REDUCING	SIKAPLAST 300 GP	ASTM C-494	TYPE A/F
NON-CHLORIDE	SIKA SET NC	ASTM C-494	TYPE C/E
RETARDING	SIKA-TARD 440	ASTM C-494	TYPE B/D

RESPECTFULLY,

Aaron Sherwood

AARON SHERWOOD

SALES/QC

BUILDING TRUST

PRODUCT DATA SHEET
Sika® AEA-14

AIR ENTRAINING ADMIXTURE

PRODUCT DESCRIPTION

Sika® AEA-14 admixture is an aqueous solution of organic materials. Sika® AEA-14 meets the requirements of ASTM C-260 for air entraining admixtures.

USES

Sika® AEA-14 is recommended for use whenever air entrained concrete is desired. Ready-mix, precast and block producers can achieve predictable and uniform entrained air contents in concrete, even where harsh lean mixes are used or fly-ash is added to the concrete.

CHARACTERISTICS / ADVANTAGES

Durability:

- Air entrainment is recognized as the most effective prevention against concrete scaling in exposed environments. Air entrained concrete delivers particular benefits in the form of increased concrete durability. This is important in colder climates where frost and freeze-thaw cycles can cause scaling and damage to the concrete surface.
- Air entraining agents help to prevent scaling by creating microscopic air voids that water trapped in the concrete can expand into when the concrete freezes, thus preventing cracks caused by the natural expansion. Entrained air voids in the concrete will also increase durability in harsh environments where concrete is exposed to deicing salts, marine salts and sulfates.
- Workability and placeability are also improved by the lubricating action of the microscopic bubbles in the concrete. Concrete flows better, and bleeding and shrinkage is reduced because less water is needed to obtain the desired workability.

PRODUCT INFORMATION

Packaging	Sika® AEA-14 is available in 55 gallon drums (208 liters), 275 gallon totes (1040 liters) and bulk delivery.
Appearance / Color	Dark Brown Liquid The presence of cloudiness/turbidity is a natural occurrence and does not affect the performance of Sika® AEA-14.
Shelf Life	Shelf life when stored in dry warehouse conditions between 50 °F and 80 °F (10–27 °C) is 1 year.
Storage Conditions	Sika® AEA-14 should be stored at above 40 °F (5 °C). If frozen, thaw and agitate thoroughly to return to normal state.
Specific Gravity	Approx. 1.01

APPLICATION INFORMATION

Recommended Dosage	Dosage rates for Sika® AEA-14 will typically fall between 1 and 3 fl. oz. per 100 lbs. (65–195 ml/100 kg) of cement to entrain between 4 and 6 percent air. Higher air contents may be obtained by increasing the dosage rate. Dosage rates will vary depending on the air content required for a particular project. Typically air contents will be specified in the range of 4 to 8 percent by volume. Other factors that may affect the amount of air entrained into the concrete include, but are not limited to: total cementitious content, type of pozzolanic materials, sand gradation, temperature and water content. Sika recommends that trial mixes be performed whenever material or any other changes are made that may affect the amount of entrained air.
Mixing	Measure the required quantity per batch manually or with automatic dispenser equipment. Add Sika® AEA-14 to mixing water or sand. Do not mix with dry cement. When used in combination with other admixtures, care must be taken to dispense each admixture separately into the mix. **Combination with Other Admixtures:** Combination with other admixtures, particularly water reducers and retarders, may increase the amount of entrained air in the mix. Air contents should be checked with an air-meter after batching and dosage adjustments made at the concrete plant.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- **KEEP CONTAINER TIGHTLY CLOSED**
- **KEEP OUT OF REACH OF CHILDREN**
- **NOT FOR INTERNAL CONSUMPTION**
- **FOR INDUSTRIAL USE ONLY**
- **FOR PROFESSIONAL USE ONLY**

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT**

IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

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Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537

SikaPlast®-300 GP

Mid Range Water Reducing Admixture

Description

SikaPlast®-300 GP is a new generation mid range water-reducing admixture formulated to increase water reduction and compressive strengths. Normal concrete setting characteristics are obtained at recommended dosage range. SikaPlast®-300 GP meets the requirements of ASTM C 494, Type A & F.

Applications

SikaPlast®-300 GP can be used in all types of concrete including plain, reinforced, extruded, precast and prestressed concretes. SikaPlast®-300 GP is especially effective in concrete containing such pozzolanic materials as fly ash, silica fume and slag. SikaPlast®-300 GP is a non-chloride based admixture.

Benefits

- Superior finishing characteristics.
- Easier and faster pumping of concrete.
- Reduced concrete shrinkage and cracking.
- Increased compressive and flexural strengths.
- Reduced permeability.
- Extended slump retention.
- Improved appearance of architectural concrete.
- Increased strength at all ages.

How to Use

Dosage

The recommended dosage range for SikaPlast®-300 GP is 2.0 to 12.0 ounces per 100 lbs. (130 to 780 ml per 100 kg) of cementitious material. If maximum water reduction is required, dosage rates up to 20.0 ounces per 100 lbs. (1300 ml per 100 kg) of cementitious may be used. In this case, delayed setting time will likely occur.

Dosage rates vary depending upon the amount of plasticity and/or water reduction desired. Various concrete materials, slump, ambient air temperature, water-cementitious ratio, additions of pozzolanic materials, mixing time, and type and brand of cement will affect dosage rates. It is recommended that trial mixes be conducted in order to determine the required dosage for optimum performance with your concrete components. Consult your local Sika representative or Sika Technical Services Department at 1-800-933-7452 for dosage recommendations.

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

Mixing	For best plasticizing results, SikaPlast®-300 GP should be added directly to freshly mixed concrete in the concrete mixer at the end of the batching cycle. SikaPlast®-300 GP may also be dispensed as an integral material during the regular admixture batching cycle or into freshly mixed concrete in a Ready-Mix truck at the concrete plant or job site. To optimize the plasticizing effect, Sika recommends that the combined materials be mixed for 80-100 revolutions, either in the concrete mixer or in the Ready-Mix truck. **Combination with Other Admixtures:** SikaPlast®-300 GP is highly effective as a single admixture or in combination with other admixtures. However, combining SikaPlast®-300 GP with any other admixture containing Naphthalene Sulfonates such as Sikament® SPMN, may result in a rapid slump loss. Mixing and transporting equipment's should be thoroughly washed between subsequent batches of concrete containing Naphthalene Sulfonates and SikaPlast®-300 GP. Please contact your local regional office or Technical Service Department at 1-800-933-7452 for further information. **Combination with Pozzolanic Materials:** SikaPlast®-300 GP can be successfully used in mix designs utilizing pozzolanic materials such as fly ash and GGBFS.
Packaging	SikaPlast®-300 GP is available in 55 gallon drums (208 liters), 275 gallon totes (1040 liters) and bulk delivery.
Storage and Shelf Life	SikaPlast®-300 GP should be kept above 35°F (2°C). If accidentally frozen, its properties can be restored by thawing and thoroughly re-mixing by mild mechanical agitation. Shelf life when stored in dry warehouse conditions between 40°F and 80°F (5°C - 27°C) is 1 year from date of manufacture.
Typical Data	
Appearance	Dark Brown Liquid
Specific Gravity	Approx. 1.08

KEEP CONTAINER TIGHTLY CLOSED • KEEP OUT OF REACH OF CHILDREN • NOT FOR INTERNAL CONSUMPTION • FOR INDUSTRIAL USE ONLY • FOR PROFESSIONAL USE ONLY

All information provided by Sika Corporation ("Sika") concerning Sika products, including but not limited to, any recommendations and advice relating to the application and use of Sika products, is given in good faith based on Sika's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika's instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of Sika's control are such that Sika assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. The user of the Sika product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with the full application of the product(s). Sika reserves the right to change the properties of its products without notice. All sales of Sika product(s) are subject to its current terms and conditions of sale which are available at https://usa.sika.com/ or by calling 800-933-7452.

Sika warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

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Regional Information and Sales Centers. For the location of your nearest Sika representative, contact your regional center.

U.S.: Northeast: Fairless Hills, PA, Phone: (215) 295-6600
South East: Conyers, GA, Phone: (770) 760-1300
Western Region: Santa Fe Springs, CA, Phone: (972) 289-6480
North Central: Ottawa, IL 61350, Phone: (815) 431-1020
South Central: Mesquite, TX, Phone: (972) 289-6480

Canada: Ontario: Mississauga, ON, Phone: (905) 795-3177
Alberta: Edmonton, AB, Phone: (780) 486-6111

Quality Certification Numbers: Lyndhurst: FM 69711 (ISO 9001), FM 78821 (ISO 14001), Madison: FM 69713, Kansas City: FM 69367, Santa Fe Springs: FM 69469

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

Admixture Dispenser Calibration Worksheet

SikaAir 14				
Amount Theoretically Metered	40 oz.	Prior check		oz.
Amount Actually Metered	40 oz.	Prior check		oz.
Percentage error	0 %	Pass	X	Fail
Viscocrete 1000				
Amount Theoretically Metered	60 oz.	Prior check		oz.
Amount Actually Metered	60 oz.	Prior check		oz.
Percentage error	0 %	Pass	X	Fail
SIKASET NC				
Amount Theoretically Metered	110 oz.	Prior check		oz.
Amount Actually Metered	110 oz.	Prior check		oz.
Percentage error	0 %	Pass	X	Fail
300GP				
Amount Theoretically Metered	50 oz.	Prior check		oz.
Amount Actually Metered	50 oz.	Prior check		oz.
Percentage error	0 %	Pass	X	Fail
Sikatard 440				
Amount Theoretically Metered	30 oz.	Prior check		oz.
Amount Actually Metered	30 oz.	Prior check		oz.
Percentage error	0 %	Pass	X	Fail
Amount Theoretically Metered	oz.	Prior check		oz.
Amount Actually Metered	oz.	Prior check		oz.
Percentage error	0 %	Pass		Fail
Water				
Amount Theoretically Metered	55 gal	Prior check		oz.
Amount Actually Metered	55 gal	Prior check		oz.
Percentage error	0 %	Pass	x	Fail
Amount Theoretically Metered	oz.	Prior check		oz.
Amount Actually Metered	oz.	Prior check		oz.
Percentage error	0 %	Pass		Fail

Customer / Location: Willbee Transit Mix Jackson Michigan

Inspected By: Doug Burnett Date: 4/11/2022

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Certificate of Calibration

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 81217121112105272 9

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

(*)Make: GSE Model : 350 SN#: 812171 Capacity: 8000 LB Graduation: 5 LB

CALIBRATION DATE	DUE DATE	TEST INTERVAL	SCALE ID	SCALE CLASS
11/19/2021	05/21/2022	Semi-Annually	812171	III
SCALE LOCATION		EQUIPMENT CONDITIONS		
		Working	Clean	

SELECT NUMBER OF PM DAYS:	CAPACITY	8000	UOM	LB	INCREMENT	5

AS FOUND TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
0	LB	0	LB	0	LB
2000	LB	2000	LB	0	LB
4000	LB	4000	LB	0	LB
6000	LB	6000	LB	0	LB
0	LB	0	LB	0	LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT BUILD TEST

Test Weight Applied		Material Weight Applied		Reading		Error	
6000	LB	1500	LB	7500	LB	0	LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB

OVERALL TEST RESULTS PASS

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812171211121052729

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

TEST INFORMATION

TEST WEIGHT CLASSIFICATION	EXPANDED UNCERTAINTY
F	3.68
ENVIRONMENTAL CONDITIONS	TEMPERATURE
Acceptable	55
WAS THE SCALE WITHIN CUSTOMERS REQUIRED ACCURACY?	
Yes	
TEST LOCATION	OVERALL RESULT
Onsite	Pass w/o adjustment

Comments:

TRACEABILITY CERTIFICATE NUMBERS:			
Kit Description	NIST	Date	Date Due
GL1501 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1502 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1503 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1504 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1505 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1506 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023

Technician(s): JOE BIELARZ

Signature:

Devices were calibrated with the certified test weights. Adjustments made to restore and/or maintain the accuracy of the device conform to the tolerances established by NIST or Manufacturers Specifications. Best measurement of uncertainty calculated using a coverage factor of K=2. This provides confidence level of 95%.

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Certificate of Calibration

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 812151211121052910

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

(*)Make: GSE Model : 350 SN#: 812151 Capacity: 40000 LB Graduation: 20 LB

CALIBRATION DATE	DUE DATE	TEST INTERVAL	SCALE ID	SCALE CLASS
11/19/2021	05/21/2022	Semi-Annually	812151	III L

SCALE LOCATION	EQUIPMENT CONDITIONS	
	Working	Clean

SELECT NUMBER OF PM DAYS:	CAPACITY	40000	UOM	LB	INCREMENT	20

AS FOUND TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
0	LB	0	LB	0	LB
2000	LB	2000	LB	0	LB
4000	LB	4000	LB	0	LB
6000	LB	6000	LB	0	LB
0	LB	0	LB	0	LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT TEST USING TEST WEIGHTS

Weight Applied		Reading		Error	
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB
	LB		LB		LB

AS LEFT BUILD TEST

Test Weight Applied		Material Weight Applied		Reading		Error	
6000	LB	10000	LB	16000	LB	0	LB
6000	LB	20000	LB	26000	LB	0	LB
6000	LB	30000	LB	36000	LB	0	LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
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	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB
	LB		LB		LB		LB

OVERALL TEST RESULTS PASS

GREAT LAKES SCALE COMPANY
35380 UNION LAKE RD.
HARRISON TOWNSHIP, MI 48045
Phone: (586) 776-0517

Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

JACKSON, MI 49203

Certificate ID: 81215121112052910

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

TEST INFORMATION

TEST WEIGHT CLASSIFICATION	EXPANDED UNCERTAINTY
F	
ENVIRONMENTAL CONDITIONS	TEMPERATURE
Acceptable	55
WAS THE SCALE WITHIN CUSTOMERS REQUIRED ACCURACY?	
Yes	
TEST LOCATION	OVERALL RESULT
Onsite	Pass w/o adjustment

Comments:

TRACEABILITY CERTIFICATE NUMBERS:			
Kit Description	NIST	Date	Date Due
GL1501 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1502 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1503 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1504 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1505 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023
GL1506 TRUCK 15 - 1000 LB	MI-03-21-15156	3/5/2021	3/5/2023

Technician(s): JOE BIELARZ;

Signature:

Devices were calibrated with the certified test weights. Adjustments made to restore and/or maintain the accuracy of the device conform to the tolerances established by NIST or Manufacturers Specifications. Best measurement of uncertainty calculated using a coverage factor of K=2. This provides confidence level of 95%.

Michigan Concrete Association
Certification Board of Examiners

hereby certifies that on 1/29/2020

Aaron Sherwood

did, by written and performance examinations, complete the requirements for

MCA Level II Advanced Concrete Technician

This certification expires on 4/15/2023

MCA Certification Board of Examiners

Michigan Department of Transportation
ACI – Greater Michigan Chapter
ACI – West Michigan Chapter
Alpena Community College

MCA Director of Technical Services/Training

Examiner – William Foster

Executive Director

National Ready Mixed Concrete Association

NRMCA

Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

Jackson Plant 1, Jackson, MI

Willbee Transit-Mix Co., Inc.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities*. As of the inspection date, the facilities met the requirements for production by

Truck Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures

STATE OF MICHIGAN
PAUL J. KLEIN
ENGINEER
NO. 39153
LICENSED PROFESSIONAL ENGINEER

Signature of Licensed Professional Engineer

March 05, 2021	*March 28, 2023*
Inspection Date	Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

Signature of Company Official

MANAGER

Title of Company Official

NOTICE: The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 801508

Certification ID #: 27140

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

National Ready Mixed Concrete Association 66 Canal Center Plaza, Suite 250 • Alexandria • Virginia 22314

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

mioshe 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

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

An Equal Opportunity Employer

Barker Weber
INSURANCE AGENCY, INC.

April 25, 2023

Mr. Jacob Bailey

Bailey Excavating, Inc.

1073 Toro Drive

Jackson, MI 49201

Re: Experience Mod Factor

Dear Jacob,

The experience modification factor for the past year is as follows:

06/01/2022 – 06/01/2023	1.00
06/01/2021 – 06/01/2022	1.00
06/01/2020 – 06/01/2021	.90

Please contact me if you have any questions or concerns.

Thank you,

Kelly Bunch, CISR

Barker Weber Insurance Agency, Inc.

2501 Spring Arbor Rd. • PO Box 985 • Jackson, MI 49204 • www.barkerweberinsurance.com
office 517.783.2608 • **tollfree** 800.878.7283 • **fax** 517.783.4674

25.

OSHA Occupational Safety and Health Administration

21-006106802

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
STEVE BLISS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106803

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BLAKE BLODGETT

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106804

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
FRED CARPENTER

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106805

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
FRED CARPENTER II

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106806

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
KEGAN COCHRANE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106808

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
PATRICK CONSLEY

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106809

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MIKE CRABTREE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106810

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TYLER DARNELL

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106811

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BILLY DAVIS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106812

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CHRIS EUBANKS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106813

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MIKE HAVENS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106814

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
HUNTER HUGHES

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106815

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JOE IRISH

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106816

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MARK IRVING

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106817

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
RYAN JOHNSON

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106818

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
YENQUIER JORGE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106819

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JOEY KEMPLIN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106801

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MARK MAGNER

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106822

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JUAN MENA

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106820

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BOB LEY

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106821

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
STEVE LOGAN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106823

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TIM NEVINS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106824

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
SAM PANCAKE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106825

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
RAY PANKHURST

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106826

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
PAT PARKER

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106827

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CONNER PETERS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA Occupational Safety and Health Administration

21-006106828

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
ZAITHON REDDICK

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106829

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TOM ROWLAND

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106831

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MATT SHERMAN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106830

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
RODNEY SLOAN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106832

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
ED SWARTZ

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106833

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
KIRK SWARTZ

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106834

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CHAD WHITNEY

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106835

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CHAD WRIGHT

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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 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 (G)	0 (H)	0 (I)	0 (J)

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	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 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: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. 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: 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: 40

Total hours worked by all employees last year: 65,440.50

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

Office Manager
Title

517-750-3030
Phone

1/25/2023
Date

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 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (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: 85,204.00

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.

Company executive: Vice President

Title

Phone: 517-750-3030 Date: 1/14/20

Reset

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. / Dave Thompson

Print Firm Name/Principal

Signature/Principal

May 2, 2023

Date

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
MI202000246[illegible]		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	[redacted]	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

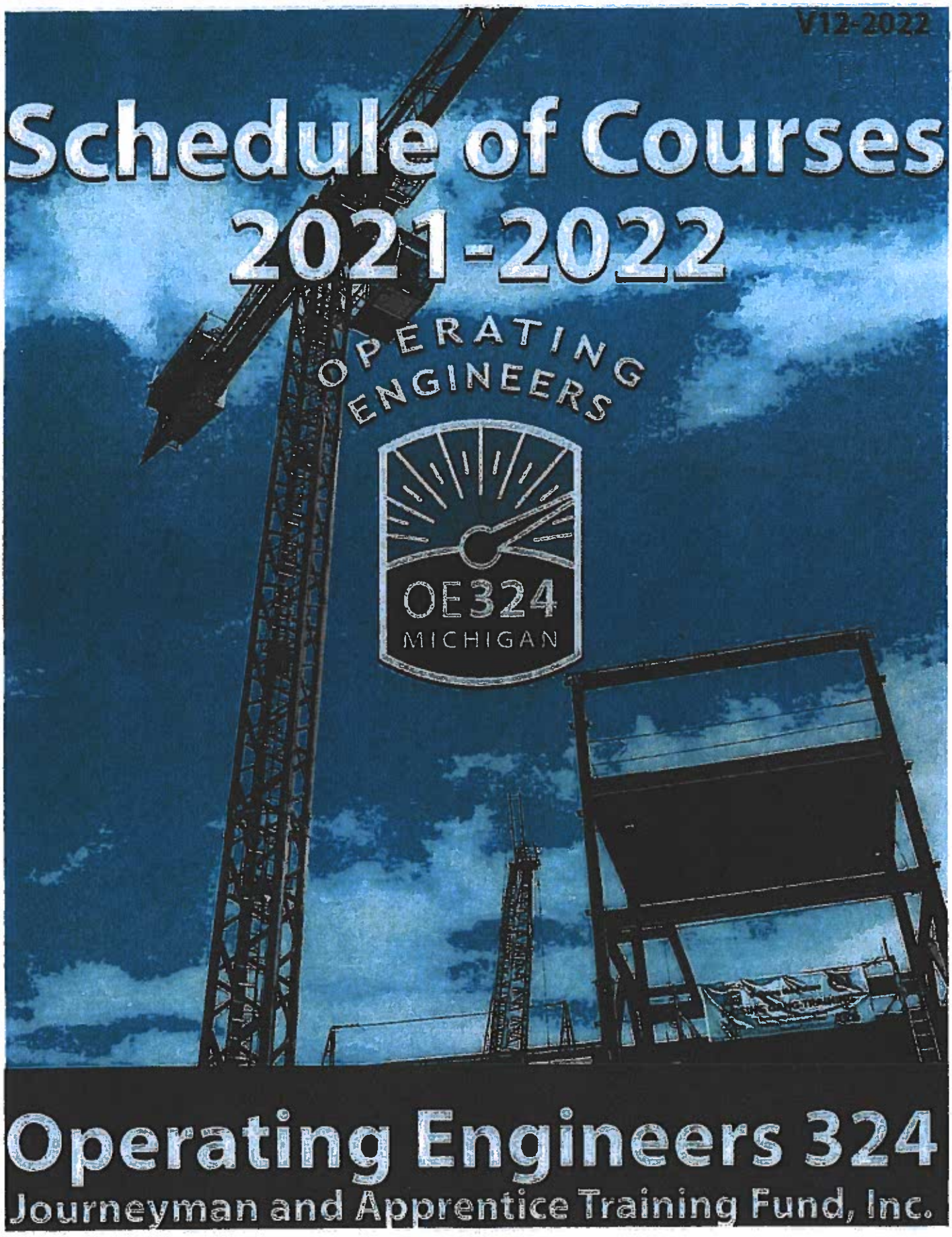
Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020001750	***-	BLODGETT, BLAKE	Construction Craft Laborer (0661 V1) Time-Based	6/1/2020		

Certified by the U.S. Department of Labor

Date Issued: 6/17/2022

****VOID 90 DAYS FROM ISSUE DATE****

Jvc. C


V12-2022
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 Gasteel	#1712
Bob Nash	#1723
Mark Zinser (Appr Coord)	#1714
Pat Zinser (Foreman)	#1704
Crane & Hoisting	
Bob Ackley (Foreman)	#1732
John Haberkorn (Appr Coord)	#1724
Shawn Page	#1717
James Sasser	#1725
Safety & Health	
Brad Ryznar	#1709
Leonard Gasteel	#1712
Technician/Mechanic	
Steve McFarland (Appr Coord)	#1720
Tim Villareal	#1728

Equipment offered for upgrade training is as follows:

Backhoes
Cat 420D
Case 580M
John Deere 310SK
Cat 420F2

Cranes
Broderson IC200-2C
Broderson IC200-3H
Grove RT650E
Grove 90T Truck Crane
Grove RT760 RTC
Linkbelt 298 Lattice Boom w/Luffer
Grove GBT-658
Linkbelt 8028 RFC
Linkbelt LS78 Clamshell
Linkbelt LS78 Dragline
Manitowoc 2800T Truck Crane
Manitowoc II Crawler
Philadelphia Tram Rail Overhead
Potain MDT 98 Tower
R.O. Stinger 16Ton Boom Truck
Spyder Crane
Manitowoc 3900 B Crawler Crane

Dozers
Cat D9GXL
Cat D6RXL 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 8042

Graders
Cat 140G
Cat 120G
Champion 710A

Loaders
Cat 938K
Cat 950F II
Cat 950G

Rollers
Caf CP563
Sheepsfoot
Rexford 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 8220 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 testsegment 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 Scriggs 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.

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 crawler crane with a boom/jib 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 offsetting. 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 photogrammetry.
- Videography
- Collect enhanced in-depth and highly 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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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 perform a shift inspection on R.T. & Ind. Forklifts
- Understand MIOSHA/OSHA applicable regulations
- 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 safety 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
MS012201 UP	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
- Escapeand emergency evacuation plans, fire warning and fire fighting
- Ground control, working in areas of highwalls, water hazards, pits and spoil banks, illumination and night work
- Study hazard recognition, electrical hazards, metal 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
OSL102701	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 - Fall Protection, Electrical, Struck by, Caught in/ Between
- Personal Protection and Lifesaving Equipment
- Health Hazards in Construction - Hazard Communication and Silica
- Excavations - Materials Handling, Storage, Use and Disposal; Tools - Hand and Power; Scaffolds; Cranes, Derricks, Hoists, Elevators, and Conveyors; Operations Over Water and Fall Protection

This class consists of:

- 0 Hours Lecture
- 16 Hours Lab
- 16 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 "OnRhe 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 $186.15.

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 $186.15.

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

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. 47

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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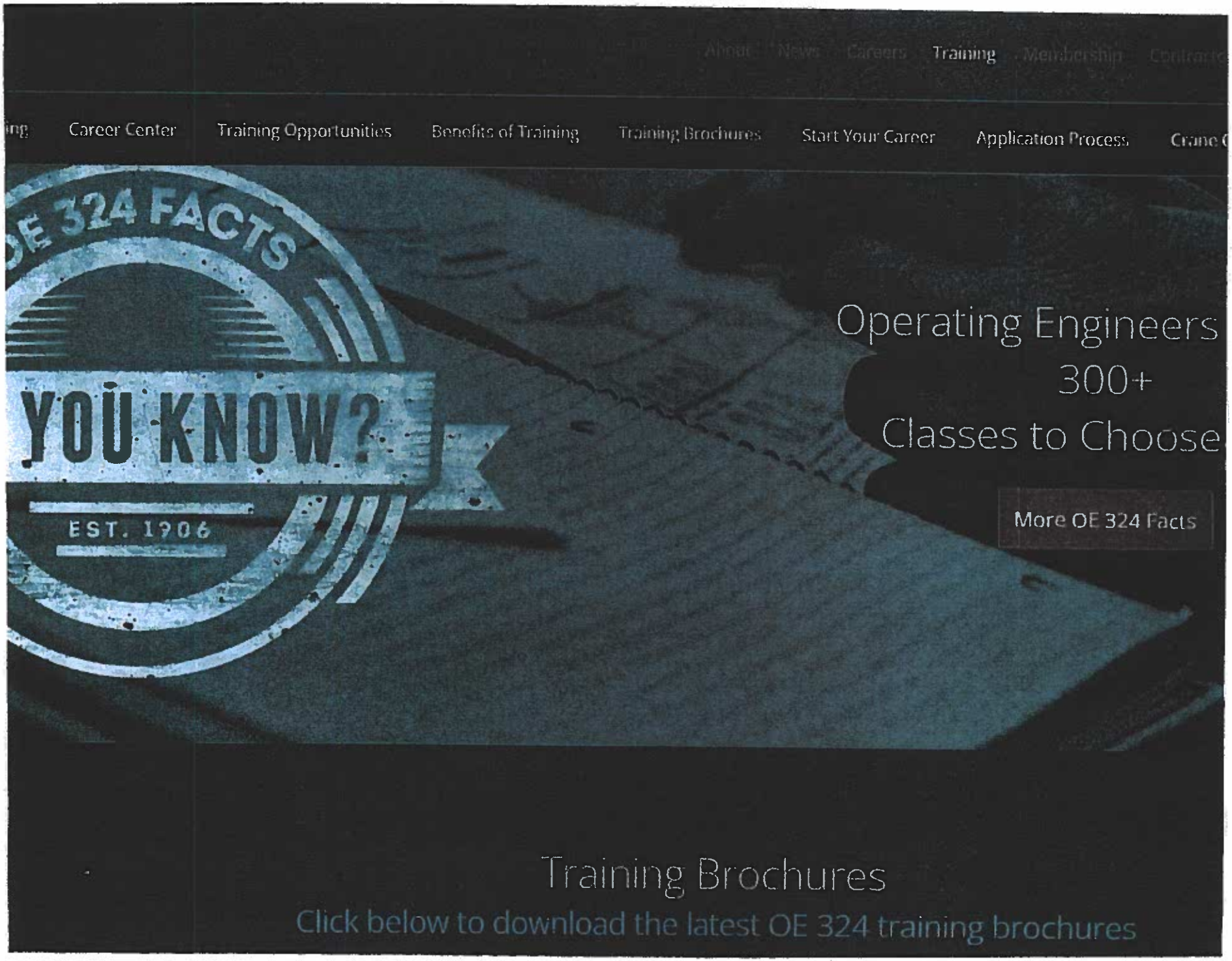
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28.

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

29.

Bailey EXCAVATING

Quick contact: (517) 750-3030

Home | Mission | About Us | Qualifications | Contact Us

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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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:	30%
Materials Costs:	70%
Equipment Costs:	25%
Possible Change Orders:	None foreseen 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.

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: City of Jackson - ENG 22-03 HMA Patching / Cold Milling, HMA Paving to Patch, Agg. Base & 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 (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May , 2023

Rhonda M. Denny
(Witness)

Monell Lee Foster
(Witness) Monell Foster

Bailey Excavating, Inc.
(Principal) *(Seal)*

(Title)

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

(Title) John T. Foster *, Attorney-in-Fact*

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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 **John T. Foster** 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 **2** day of **May**, **2023**

_____
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.

CHECKLIST FOR BID SUBMITTAL

X — BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

X — PROPOSAL SHEETS – Please fill out and notarize your proposal sheets

X — SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sam.gov Unique Identity Number: NGQLW24M7G81 if you have received it.

PROPOSAL

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

Date: MAY 2, 2023

In compliance with your invitation for bids dated **March 30, 2023** to perform **ENG**

23-03 HMA PATCHING

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 one hundred twenty (120) 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: Dave Thompson

Signed By: Dave Thompson

Its: General Manager/Estimator

BID SHEET

DATE:

PROPOSAL FOR: ENG 23-03 HMA PATCHING

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 NO	PAY ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	1500001	Mobilization, Max $6,000.00	LSUM	1.00	$5,000.00	$5,000.00
2	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	20.00	$125.00	$2,500.00
3	4037050	Mh Cover, Std	Ea	4.00	$725.00	$2,900.00
4	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	4.00	$775.00	$3,100.00
5	4037050	Utility Structure, Temp Lowering, Modified	Ea	4.00	$475.00	$1,900.00

ITEM NO	PAY ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
6	5010002	Cold Milling HMA Surface	Syd	3,615.00	$9.05	$32,715.75
7	5010033	HMA, 13A	Ton	584.00	$147.85	$86,344.40
8	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	12.00	$43.06	$516.72
9	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	12.00	$1.65	$19.80
10	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	150.00	$11.22	$1,683.00
11	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	150.00	$0.33	$49.50
12	8120140	Lighted Arrow, Type C, Furn	Ea	1.00	$356.00	$356.00
13	8120141	Lighted Arrow, Type C, Oper	Ea	1.00	$15.40	$15.40
14	8120252	Plastic Drum, Fluorescent, Furn	Ea	20.00	$16.50	$330.00
15	8120253	Plastic Drum, Fluorescent, Oper	Ea	20.00	$0.33	$6.60
16	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	242.00	$4.46	$1,079.32
17	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	242.00	$0.06	$14.52
18	8230391	Gate Box, Adj, Temp, Case 1	Ea	3.00	$425.00	$1,275.00
19	8237050	Gate Box, Adj, Case 1, Modified	Ea	3.00	$625.00	$1,875.00
				TOTAL BID		$141,681.01

TOTAL BID WRITTEN OUT:

One Hundred Forty One Thousand Six Hundred Eighty One Dollars and one cent

Submitted Bid:	$141,681.01
Labor Costs:	$18,723.00
Materials Costs:	$60,523.00
Equipment Costs:	$21,960.00
Possible Change Orders:	No fore seen change orders at this time *Subcontractor costs not in breakdown above

Bidder's Name:	Bailey Excavating, Inc.
Address:	1073 Toro Drive
City, State, Zip:	Jackson, Michigan 49201
Telephone:	517-750-3030
Fax:	N/A
Email Address:	davethompson@bailey-excavating.com rhondablair@bailey-excavating.com
Federal ID Number:	38-2009278
Bid Signed By:	Dave Thompson Print or Type
Title:	General Manager/Estimator

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 Dave Thompson Its General Manager/Estimator

CONTRACT COMPLIANCE

DATE: March 30, 2023

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

Dave Thompson 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 Dave Thompson 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: May 2, 2023

By: Dave Thompson
(Bidder's Name)

By:
(Signature)

By: General 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

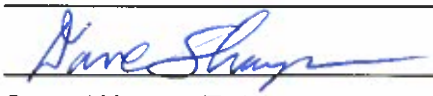
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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:	Dave Thompson-Bailey Excavating, Inc.
ADDRESS:	1073 Toro Drive Jackson, Michigan 49201
SIGNED BY:	
TITLE:	General Manager/Estimator
DATE:	May 2, 2023

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: May 2, 2023

By: Dave Thompson
(Bidder's Name)

By: Dave Thompson
(Signature)

By: General Manager/Estimatoar
(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)

Dave Thompson, being first duly sworn, deposed and says that:

1. He is Manager/Estimator 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: May 2, 2023

By: Bailey Excavating, Inc.
(Company)

By: Dave Thompson Manager/Estimator
(Title)

Subscribed and sworn to before me, a Notary Public, this 2nd day of May, 2023.

Rhonda K. Blair

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

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

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.

Extreme Milling & Pulverizing	Cold Milling	Lansing
Spartan Barricade & Traffic	Barricades/Signs	Mason

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Dave Thompson 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 May 2, 2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Dave Thompson	Bailey Excavating, Inc.
Telephone 517-750-3030	Email Address davethompson@bailey-excavating.com

Contract or matter pending with the City:

_____

_____

I, Dave Thompson, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023,
By Rhonda L. Blair.

Rhonda L. Blair

RHONDA L BLAIR
Notary Public-State of Michigan
County of Jackson
My Commission Expires March 1, 2026
Acting in the County of_____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Dave Thompson-General Manager/Estimator

Name and Title of Authorized Representative

Bailey Excavating, Inc.

Name of Participant Agency or Firm

5/2/2023

Signature of Authorized Representative — Date

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Bailey Excavating, Inc.
2. Established: Year 1973 Number of Employees 40
3. Type of organization: Individual___ Partnership ___ Corporation X Other ___
4. Former name(s) if any, and year(s) in business

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Village of Hanover
Address: P.O. Box 254-Hanover, Michigan 49241
Phone: 517-917-1211
Contact: Mike Medley
Type of Work: Repair, Patch, Pave various streets-2022 Local Streets Project
Budget: $136,000.00

5.2 Company Name: American Legion
Address: 3200 Lansing Ave-Jackson, MI 49202
Phone:
Contact: Floyd Covey
Type of Work: Parking Lot-Repair, Patch, Pave
Budget: $59,000.00

5.3 Company Name: City of Jackson
Address: 161 W. Michigan Ave-Jackson, MI 49201
Phone: 517-788-4160
Contact: Troy White
Type of Work: Resurfacing, Patch, Pave - Several Projects
Budget: $54,000.00 High Street Project

I certify that all of the information provided is true and answered to the best of my ability.

Signed Dave Thompson Name Dave Thompson
Title General Manager/Estimator Date May 2, 2023

CHECKLIST FOR BID SUBMITTAL

✓ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

✓ PROPOSAL SHEETS – Please fill out and notarize your proposal sheets

✓ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sam.gov Unique Identity Number: Pending if you have received it.

PROPOSAL

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

Date: 5-1-2023

In compliance with your invitation for bids dated **March 30, 2023** to perform **ENG**

23-03 HMA PATCHING

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 Michigan Paving and Materials Company
   organized and existing under the laws of the State of Michigan
   with offices at 2575 S. Haggerty Rd. Suite 100, Canton, MI 48188
   (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 one hundred twenty (120) 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# 38-1713135

(Corporate Seal, if applicable)

Name of Bidder: Nathan Briner

Signed By: Nate C. Briner

Its: Area Manager

BID SHEET

DATE: 5-1-2023

PROPOSAL FOR: ENG 23-03 HMA PATCHING

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 NO	PAY ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
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4	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	4.00	$1,300.00	$5,200.00
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ITEM NO	PAY ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
6	5010002	Cold Milling HMA Surface	Syd	3,615.00	$10.00	$36,150.00
7	5010033	HMA, 13A	Ton	584.00	$166.00	$96,944.00
8	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	12.00	$65.00	$780.00
9	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	12.00	$5.00	$60.00
10	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	150.00	$15.00	$2,250.00
11	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	150.00	$1.00	$150.00
12	8120140	Lighted Arrow, Type C, Furn	Ea	1.00	$400.00	$400.00
13	8120141	Lighted Arrow, Type C, Oper	Ea	1.00	$100.00	$100.00
14	8120252	Plastic Drum, Fluorescent, Furn	Ea	20.00	$17.00	$340.00
15	8120253	Plastic Drum, Fluorescent, Oper	Ea	20.00	$1.00	$20.00
16	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	242.00	$2.00	$484.00
17	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	242.00	$1.00	$242.00
18	8230391	Gate Box, Adj, Temp, Case 1	Ea	3.00	$1,300.00	$3,900.00
19	8237050	Gate Box, Adj, Case 1, Modified	Ea	3.00	$1,300.00	$3,900.00
				TOTAL BID		$169,820.00

TOTAL BID WRITTEN OUT:

One Hundred Sixty-Nine Thousand Eight Hundred Twenty and 00/100 Dollars

Submitted Bid:	169,820.22 One Hunded Sixty-Nine Thousand eight hundred Twenty and 00/100 Dollars
Labor Costs:	included
Materials Costs:	included
Equipment Costs:	included
Possible Change Orders:	Non to date

Bidder's Name:	Michigan Paving and Materials Company
Address:	1600 N. Elm Avenue
City, State, Zip:	Jackson, MI. 49204
Telephone:	(517) 740-8736
Fax:	N/A
Email Address:	Nathan.Briner@mipmc.com
Federal ID Number:	38-1713135
Bid Signed By:	Nathan Briner Print or Type
Title:	Area Manager

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 Nate C. Brin Its Area Manager

CONTRACT COMPLIANCE

DATE: March 30, 2023

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

Nathan Briner 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 Nathan Briner 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: 5-1-2023

By: Nathan Briner
(Bidder's Name)

By: Nate C. Brine
(Signature)

By: Area Manager
(Title)

1600 N. Elm Avenue
Address

Jackson
City

MI 49204
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: Nathan Briner

ADDRESS: 1600 N. Elm Avenue
Jackson MI, 49204

SIGNED BY: Nate C. Briner

TITLE: Area Manager

DATE: 5-1-2023

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: 5-1-2023

By: Nathan Briner
(Bidder's Name)

By: Nate C. Briner
(Signature)

By: Area Manager
(Title)

1600 N. Elm Avenue
Address

Jackson
City

MI, 49204
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Nathan Briner, being first duly sworn, deposed and says that:

1. He is Area Manager of, Michigan Paving + Materials Co. 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: 5-1-2023

By: Michigan Paving & Materials
(Company)

By: Nathan Briner
(Title) Area Manger

Subscribed and sworn to before me, a Notary Public, this 1st day of May, 20 23.

Teresa Lynn Rose

Notary Public, Jackson County,
My commission expires: 1-15-2028

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Give em' a break Safety: Will be Furnishing and operating all signs throughout the duration of the job.

Bees Asphalt & Concrete inc.: will be doing all work pertaining to non milling, non Paving, or non Sign work.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Nathan Briner an authorized representative of Michigan Paving and Materials corporation 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 5-1-2023

Nathan C. Briner

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Nathan Briner	Michigan Paving and Materials Company
Telephone	Email Address
(517) 740-8736	Nathan.briner@mipmc.com

Contract or matter pending with the City:

_____

_____

I, Nathan Briner, 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: N/A

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: N/A

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: N/A

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: N/A

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

N/A

Additional information regarding any of the above:

N/A

☒ None of the above apply.

Dated: 5/1/23

Nate C. Bell
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 1st day of May, 2023
By Teresa M. Rose.

Expiration Date 1-15-2028

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Nathan Briner
Name and Title of Authorized Representative

Michigan Paving and Materials Corporation
Name of Participant Agency or Firm

Nate C. Briner 5-1-2023
Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Michigan Paving and Materials Co.
2. Established: Year 1963 Number of Employees 307
3. Type of organization: Individual ___ Partnership ___ Corporation X Other ___
4. Former name(s) if any, and year(s) in business

Thompson-McCully Co. 30 years under this name

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Hillsdale County Road Commission
Address: 1919 Hudson Rd. Hillsdale, MI 49242
Phone: 517-403-3012
Contact: Bob Godfrey
Type of Work: Asphalt Paving
Budget: $317,304.00

5.2 Company Name: Lenawee County Airport
Address: 2667 W. Cadmus, Adrian, MI 49221
Phone: 517-260-1745
Contact: Thomas Kendziora
Type of Work: Rehabilitation of runway
Budget: $2,240,316.60

5.3 Company Name: Jackson County Department of Transportation
Address: 2400 N. Elm Ave., Jackson, MI 49204
Phone: 517-740-2000
Contact: Steve Moran
Type of Work: Asphalt Paving
Budget: $3,437,230.40

I certify that all of the information provided is true and answered to the best of my ability.

Signed Norm Holm Name Norm Holm

Title Region Construction Manager Date MAy 1, 2023

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:	Michigan Paving and Materials Co.
ADDRESS:	2575 S. Haggerty Rd. Suite 100
CITY, STATE, ZIP:	Canton, MI 48188
TELEPHONE:	734-397-2050
OFFICERS:	
President: Richard Becker	Email Address:
Vice President: Rick Thompson	Email Address:
Secretary: Bill Brownell	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 23 years	
PARENT COMPANY NAME:	Same as above
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	2019

CRITERIA 3:

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

None required

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

OSHA 10 hour
OSHA 30 hour
Equuipment operating 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.

Truck drivers will have CDL license. No others required.

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.

We participate with E-Verify.

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. Will provide upon award of bid.

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. Letter attached from bonding company

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_X_ NONE

CRITERIA 9:

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

_____ NONE

1 MIOSHA Violation-Subcontractor not using proper traffic control devices
1 MIOSHA Violation-Contractor not having certified first-aid person on project site-disputed.

CRITERIA 10:

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

__X__ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents. Sample insurance certificate attached

Name:	LIberty Mutual Insurance Company
Type of Coverage:	General, Automobile, Excess Liability Workers Compensation
Telephone:	513-867-3822

Are you self-insured for Worker's Compensation Insurance? Yes__X__ 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.

All crew members will be employees of Michigan Paving and Materials Co.. There will be 2 independent subcontractors performing work on projecct.

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.

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 and fringe benefits will be paid in accordance to the contract wage requirements

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their 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.

CRITERIA 18:

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

Norm Holm Region Construction Manager

Nathan Briener Project Manager
Anthony Hrab Job Superintendent

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. Provide upon request

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. The list is to large to attach. If more information is required on this item information will be provided.

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?

__X__ Yes

_____ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. Letter from insurance company attached.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

_____ Yes __X__ 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 Not available

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.

Will be provided upon request for post low bid.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Print Firm Name/Principal
Norm Holm

Signature/Principal
Norm Holm

Digitally signed by Norm Holm
DN: cn=Norm Holm, o=Michigan Paving & Materials Co, ou=Central Region, email=nholm@mipmc.com, c=US
Date: 2023.05.01 19:27:42 -04'00'

Date
May 1, 2023

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: 8200619-9694114

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, Richard Becker, Bill Brownell, Gregg Campbell, Henry Elden, Terry Heckerthorn, Norman Holm Jr., Robert Mayer, John Peters

all of the city of Lansing state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Michigan Paving and Materials Company, and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company 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 25th day of February, 2019.

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 25th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

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

By: _____
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 _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12890 LMIC OCIC WAIC Multi Co Bid Bond_062018

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number: 8208000-969414

KNOW ALL MEN BY THESE PRESENTS, that we MICHIGAN PAVING & MATERIALS COMPANY

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto
ENG 23-03 HMA Patching

as Obligee, (the "Obligee"), in the penal sum of FIVE PERCENT OF AMOUNT BID

Dollars ($5%),

for the payment of which sum well and truly to be made, the 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 23-03 HMA PATCHING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, 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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 5 day of 1, 2023.

WITNESS/ATTEST:

_____

MICHIGAN PAVING & MATERIALS COMPANY (Seal)

Principal

By: Nate C. Briner

Name: Nathan Briner Area Manager

Title:

LIBERTY MUTUAL INSURANCE COMPANY (Seal)

Surety

By: Norm Holm

Norm Holm, Attorney-in-Fact

Equal Employment Opportunity and Affirmative Action Policy Statement

Covering Michigan Paving & Materials Co., Cadillac Asphalt LLC, Stoneco of Michigan

Michigan Paving & Materials Co.'s and all related and/or affiliated companies (Company) have been and continue to be an Equal Employment Opportunity employer. It is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, genetic information, marital status, height, weight, familial status, or any other classification protected by federal, state, or local laws. Such action shall include: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-job-training.

Specifically, we will not tolerate:

- ✓ Discrimination in hiring.
- ✓ Discrimination in training opportunities.
- ✓ Discrimination in advancement opportunities.
- ✓ Discrimination in subcontracting practices.
- ✓ Harassment based on any protected characteristic.
- ✓ Violence, threat of violence, or intimidation.
- ✓ Or any practice that tends to deny equal access to opportunities or perpetrates discrimination.

It is our intent to provide a workplace where anyone can perform their work assignment free from vulgar and obscene language or actions; violence, threat of violence or intimidation; jokes based on any protected characteristic; and any other form of offensive written or verbal action or materials based on any protected characteristic. **Any inappropriate** activity in any of these areas will result in disciplinary action up to termination.

The Company Affirmative Action Plan is the specific action taken to assure minorities, women, protected veterans and disabled veterans will have equal opportunity for employment. The Company maintains an Affirmative Action Plan which is accessible upon request through the Equal Employment Opportunity Officer, Radesha Williams.

Our Equal Employment Opportunity Officer, Radesha Williams, is available at (734) 680-7791 to receive any complaint or suggestion regarding our E.E.O. practices.

Human Resource Contact

Radesha Williams, HR Director 734-680-7791 radesha.williams@mipmc.com

Rick Becker, President
1/1/2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2022

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: Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURED Michigan Paving & Materials Company (140-CAN) 2575 S. Haggerty Road, Suite 100 Canton MI 48188	INSURER B: Liberty Insurance Corporation	42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 69719431 **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			TB2-C81-004095-112	9/1/2022	9/1/2023	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory			XCU Coverage Included			MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			AS2-C81-004095-122	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS2-C81-054502-522 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2022	9/1/2023	BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ✓ OCCUR			TL2-681-054523-922	9/1/2022	9/1/2023	EACH OCCURRENCE	$2,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE			(General Liability)			AGGREGATE	$2,000,000
	☐ DED ☐ RETENTION $						Products/Completed Ops	$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA7-C8D-004095-022	9/1/2022	9/1/2023	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Excess Workers Compensation and Employers Liability (MI) SIR: $250,000			EW2-68N-035719-322 WC & EL Combined have statutory limits	9/1/2022	9/1/2023	EL Each Accident EL Disease-Each Emp EL Disease-Policy Limit	Statutory $750,000 Statutory

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

Proof of Insurance SAMPLE

CERTIFICATE HOLDER

Proof of Insurance SAMPLE

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

Valerie Reece

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Liberty Mutual Group
157 Berkeley Street
Boston, MA 02116
Tel: (617) 654-4096

September 12, 2022

To Whom it May Concern

Experience Modification Rate

The following is the current EMR, along with the EMR rate for the past three years.

9/1/2022-9/1/2023 Contingent Mod	9/1/2021 - 9/1/2022	9/1/2020-9/1/2021	9/1/2019-9/1/2020
.59	.57	.52	.50

If you need anything else, I can be reached at (617) 654-4096.

Sincerely,

Natalie O'Brien

Natalie O'Brien
Account Specialist

Liberty Mutual Surety

January 9, 2023

Subject: **PREQUALIFICATION FOR MICHIGAN PAVING & MATERIALS COMPANY**

TO WHOM IT MAY CONCERN:

LIBERTY MUTUAL INSURANCE COMPANY, a corporation under the laws of the State of Massachusetts with an office and place of business located at 175 Berkeley St., Boston, MA 02116, represents MICHIGAN PAVING & MATERIALS COMPANY for its surety bonding needs. As of the date of this writing, MICHIGAN PAVING & MATERIALS COMPANY remains in good standing with LIBERTY MUTUAL INSURANCE COMPANY, which is affording continued surety credit for bonded obligations with single project sizes up to $50,000,000 within an aggregate bonded surety program of $500,000,000.

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 LIBERTY MUTUAL INSURANCE COMPANY'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Aaron D. Griffin
Attorney-In-Fact for Liberty Mutual Insurance Company
A by A.M. Best Financial Size Category pXV

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 4428

Member of Liberty Mutual Group

Liberty Mutual. SURETY

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: 8204866

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,

Aaron D. Griffin

all of the city of Chicago, state of Illinois 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 15th day of February, 2021.

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

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, 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.
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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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 January, 2023.

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.

DEPARTMENTAL REPORT
May 23,2023

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: **Council Meeting, May 23, 2023**

RECOMMENDATION: Approve the sale of two vacant residential City lots to Norfolk Homes. Lots are identified as; 605 S. Mechanic Street (PIN #5-021200000) and 608 S. Mechanic Street (PIN #4-058900000). Authorize the City Manager to execute the Sale and Development agreement

SUMMARY

Local home builder Norfolk Homes is requesting to purchase two vacant residential City lots for $300.00 each. Lots are identified as; 605 S. Mechanic Street (PIN #5-021200000) and 608 S. Mechanic Street (PIN #4-058900000). Norfolk Homes would like to acquire the lots to build residential housing, and has identified additional lots to be developed at later date.

BUDGETARY CONSIDERATIONS

Selling the properties will reduce maintenance cost. Sale income $600.00 .

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has a City lot home build program. Norfolk Homes recently approached City Staff about the possibility of acquiring City lots, identified as ; 605 S. Mechanic Street (PIN #5-021200000) and 608 S. Mechanic Street (PIN #4-058900000), The lots will be used for residential housing.

POSITIONS

Adopt the Resolution as proposed

JACKSON
Founded 1829

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

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: Sale of vacant residential City lots to Norfolk Homes

---

Recommendation: Approve the sale of two vacant residential City lots to Norfolk Homes. Lots are identified as; 605 S. Mechanic Street (Pin # 5-021200000) and 608 S. Mechanic Street (Pin #4-058900000). Authorize the City Manager to execute the Sale and Development agreement.

Your consideration and concurrence is appreciated.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 23, 2023

SUBJECT: **Award Contracts for the Fiscal Year 2023/2024 purchase of Water and Wastewater Treatment chemicals.**

Recommendation:

Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 23, 2023

RECOMMENDATION: **Award Contracts for the Fiscal Year 2023/2024 purchase of Water and Wastewater Treatment chemicals.**

SUMMARY

The City of Jackson, through the Mid-Michigan Bulk Water Chemical Consortium, and a City of Jackson Request for Proposal (RFP) issued on April 14, 2023, issued requests for chemical bids. These chemicals are utilized in the treatment processes at both the Water and Wastewater Treatment Plants over the next fiscal year.

BUDGETARY CONSIDERATIONS

The annual treatment chemical purchases are included in the approved 2023-2024 water and wastewater treatment budgets.

Chemical	Company	Cost	Unit		Quantity	Unit	Total Cost
Lime	Graymont Western Lime	$ 172.00	per ton	x	3,500	tons	$ 602,000
Ferric Chloride	PVS Technologies	$ 1150.00	per ton	x	60	tons	$ 69,000
Hydrofluosilic Acid	Univar Solutions USA INC.	$ 550.00	per ton	x	55	tons	$ 30,250
Liquid Caustic Soda	Univar Solutions USA INC.	$ 995.00	per ton	x	130	tons	$ 129,350
Chlorine	JCI Jones Chemicals, Inc.	$1,900.00	per ton	x	60	tons	$ 114,000
Soda Ash	DuBois Chemicals, Inc.	$ 530.00	per ton	x	200	tons	$ 106,000
Phosphate	Water Solutions Unlimited	$ 240.00	per CWT	x	404	CWT	$ 96,960
Ferrous Chloride	Kemira Water Solutions	$ 0.681	per Gallon	x	250,000	Gallon	$ 170,250

HISTORY, BACKGROUND and DISCUSSION

The lime, ferric chloride, hydrofluosilic acid, and soda ash were bid through our consortium with the Lansing Board of Water and Light, the City of Lansing, East Lansing, and various other communities. The remaining chemicals were bid through the City of Jackson, Purchasing Department. The Water Treatment Plant (WTP) is currently having issues with Chemrite to obtain Phosphate, as they are not fulfilling our orders in a reliable or efficient manner. As they came in this year as the low bidder City staff believes awarding the bid to Chemrite would hinder our ability to treat water. We have interviewed Water Solutions Unlimited and reached out to Shannon Chemical Corp with no response. We feel Water Solutions Unlimited is going to be able to supply the WTP with Phosphate in a more reliable and efficient manner. Water Solutions Unlimited's main source for phosphate is USA based from Georgia and is stored in warehouses in the U.S.A., with one being here in Napoleon, MI. We feel the slight increase in cost is a benefit to the City of Jackson. The chemical pricing fluctuates from year to year based on the current market. This year's chemical costs have significant increases in pricing due to the impact of the unforeseen supply chain challenges caused by the COVID pandemic. However, the usage projections for each of the treatment plants have not changed.

POSITIONS

I recommend the award of various water and wastewater treatment chemical purchases, as presented via the annual supply bid.

JACKSON MICHIGAN
Founded 1829

BID TABULATION
FOR
2023 WATER AND WWTP CHEMICALS
MAY 1, 2023

COMPANY	CHLORINE	LIQUID CAUSTIC SODA	PHOSPHATE	SODIUM HYPOCHLORITE LIQUID	FERROUS CHLORIDE
	per ton	per ton dry	per hundred weight	per gallon	per gallon
ALEXANDER CHEMICAL	$1,949.00*	$1,232.00		$5.196*	
CARUS, LLC			$ 279.00		
CHEMRITE, INC.			$ 218.00		
ELHORN COMPANY				$ 3.10	
HAVILAND PRODUCTS		$ 1,100.00	$ 285.00	$ 3.55	
JCI JONES CHEMICALS, INC.	$1,900.00/ton^	$1,085.00**			
KEMIRA WATER SOLUTIONS, INC.					$ 0.681
PENCCO	no bid	no bid	no bid	no bid	no bid
PVS NOLWOOD CHEMICALS			$ 280.00		
PVS TECHNOLOGIES, INC.					$ 1.55
SHANNON CHEMICAL CORPORATION			$ 247.47		
UNIVAR SOLUTIONS USA INC		$ 995.00			
WATER SOLUTIONS UNLIMITED			$ 240.00	$ 3.55	
WEBB CHEMICAL		$1,176.60***	$ 288.00	$ 4.95	

*price is firm Calendar Quarterly only.
ce is subject to change upon 30 days written notice.
rice is subject to change after 9/30/23 upon 30 days written notice.
irm for 6 months

1	Soda Ash								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	DuBois Chemicals, Inc.	1	TON		$530.00	$530.00	7-10 day lead time	Solvay	Soda Ash Dense - N
	Haviland Products Company	1	TON		$534.00	$534.00	The Bid is only for Jackson, MI plant, not for LBWL plant	Genesis	Genesis
	Sisecam Chemicals Resources LL	1	TON		$552.70	$552.70	Sisecam Chemicals Resources LLC may adjust the price to avoid any impending force majeure situation, including, but not limited to, electric surcharges. (B)Separately, Seller shall apply an energy surcharge on all invoices for soda ash during the calendar quarter. Seller shall use the "NYMEX Henry Hub spot price" at closing on the 15th of the month prior to the beginning of the calendar quarter for which the surcharge shall apply. The following table shall be used for the energy surcharge: NYMEX Henry HubEnergy Surcharge< $5.00/MMBtu$0.00/ton$5.00 - $5.99/MMBtu$3.60/ton$6.00 - $6.99/MMBtu$7.20/ton$7.00/MMBtu and above$10.80 + $3.60/ton for each $1.00/MMBtu increase above $8.00/MMBtu	Sisecam Chemicals	N/A

2	Soda Ash- Demurrage (first 4 hours free)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Sisecam Chemicals Resources LL	1	HR		$0.00	$0.00		N/A	N/A
	Haviland Products Company	1	HR		$0.00	$0.00	no demurrage charge	Genesis	Genesis
	DuBois Chemicals, Inc.	1	HR		$95.00	$95.00		N/A	N/A

1	Sodium Hypochlorite (per gallon)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	JCI Jones Chemicals, Inc.	1	GAL		$2.05	$2.05	1,000-1,999 gals/del $3.55/gal*2,000-2,999 gals/del $2.60/gal*3,000-3,999 gals/del $2.25/gal*4,000-4,499 gals/del $2.10/gal*4,500+ gals/del $2.05/gal* *Prices are subject to change Quarterly upon 30 days written notice.
	Alexander Chemical Corporation	1	GAL		$2.29	$2.29	PRICING IS FIRM CALENDAR QUARTERLY ONLY!PRICING IS BASED ON FULL TANKER TRUCK DELIVERIES.
	Rowell Chemical	1	GAL		$2.41	$2.41	
	Haviland Products Company	1	GAL		$2.80	$2.80	price is good until 12/31/23
	Pencco, Inc	1	GAL		No Bid		
	Univar Solutions USA Inc	1	GAL		No Bid		
	PVS Technologies, Inc.	1	GAL		No Bid		
	Graymont Western Lime Inc	1	GAL		No Bid		
	Carmeuse Lime & Stone, Inc.	1	GAL		No Bid		
	DuBois Chemicals, Inc.	1	GAL		No Bid		

2	Sodium Hypochlorite Demurrage (first 4 hours free)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	HR		$0.00	$0.00	
	Alexander Chemical Corporation	1	HR		$75.00	$75.00	DEMURRAGE FEE STARTS AFTER 2 HOURS.
	JCI Jones Chemicals, Inc.	1	HR		$75.00	$75.00	
	Rowell Chemical	1	HR		$100.00	$100.00	
	DuBois Chemicals, Inc.	1	HR		No Bid		
	Univar Solutions USA Inc	1	HR		No Bid		
	PVS Technologies, Inc.	1	HR		No Bid		
	Graymont Western Lime Inc	1	HR		No Bid		
	Carmeuse Lime & Stone, Inc.	1	HR		No Bid		
	Pencco, Inc	1	HR		No Bid		

3	Hydrofluosilic Acid- 40,000 lbs. minimum shipments						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$0.00	$0.00	
	Univar Solutions USA Inc	1	ton		$523.00	$523.00	40,000 lbs minimum shipments as bid reads
	Alexander Chemical Corporation	1	ton		$582.00	$582.00	40,000 LBS MINIMUM. ***SEE MULTIPLE LOCATION LINE #5 PRICING ($100.00 MULTI STOP FEE)***
	Pencco, Inc	1	ton		$738.00	$738.00	
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	PVS Technologies, Inc.	1	ton		No Bid		
	Graymont Western Lime Inc	1	ton		No Bid		
	Carmeuse Lime & Stone, Inc.	1	ton		No Bid		

4	Hydrofluosilic Acid- 30,000 lbs. minimum shipments						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$0.00	$0.00	
	Univar Solutions USA Inc	1	ton		$550.00	$550.00	30,000 lbs minimum shipments as bid reads
	Alexander Chemical Corporation	1	ton		$610.00	$610.00	MINIMUM 30,000 LBS - 39,999 LBS
	Pencco, Inc	1	ton		$820.00	$820.00	
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	PVS Technologies, Inc.	1	ton		No Bid		
	Graymont Western Lime Inc	1	ton		No Bid		
	Carmeuse Lime & Stone, Inc.	1	ton		No Bid		

5	Hydrofluosilic Acid- multiple locations in 40,000 lbs. minimum shipments						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$0.00	$0.00	
	Univar Solutions USA Inc	1	ton		$523.00	$523.00	40,000 lbs minimum shipments as bid reads
	Alexander Chemical Corporation	1	ton		$582.00	$582.00	40,000 LBS MINIMUM - $100.00 MULTI STOP FEE
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	PVS Technologies, Inc.	1	ton		No Bid		
	Graymont Western Lime Inc	1	ton		No Bid		
	Carmeuse Lime & Stone, Inc.	1	ton		No Bid		
	Pencco, Inc	1	ton		No Bid		
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		

6	Hydrofluosilic Acid- Demurrage (first 4 hours free)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Univar Solutions USA Inc	1	hr		$0.00	$0.00	
	Haviland Products Company	1	hr		$0.00	$0.00	
	Alexander Chemical Corporation	1	hr		$75.00	$75.00	DEMURRAGE FEE STARTS AFTER 2 HOURS.
	Pencco, Inc	1	hr		$100.00	$100.00	1 Stop included, 2 hours free, $100/hr thereafter
	Rowell Chemical	1	hr		No Bid		
	DuBois Chemicals, Inc.	1	hr		No Bid		
	JCI Jones Chemicals, Inc.	1	hr		No Bid		
	PVS Technologies, Inc.	1	hr		No Bid		
	Graymont Western Lime Inc	1	hr		No Bid		
	Carmeuse Lime & Stone, Inc.	1	hr		No Bid		

7	Ferric Chloride- Dry						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$0.00	$0.00	
	PVS Technologies, Inc.	1	ton		$1,150.00	$1,150.00	
	Alexander Chemical Corporation	1	ton		$1,389.61	$1,389.61	PRICING BASED OFF OF DRY TONS, AND FULL TRUCK LOADS.
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	Univar Solutions USA Inc	1	ton		No Bid		
	Graymont Western Lime Inc	1	ton		No Bid		
	Carmeuse Lime & Stone, Inc.	1	ton		No Bid		
	Pencco, Inc	1	ton		No Bid		
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		

8	Ferric Chloride-Liquid						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$1,316.00	$1,316.00	Max 2 increases/Max 5% each/Market Forced
	Alexander Chemical Corporation	1	ton		$1,445.70	$1,445.70	PRICING BASED OFF OF DRY TONS, AND PARTIAL TRUCK LOADS. MINIMUM ORDER OF 3,000 GALLONS.
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	PVS Technologies, Inc.	1	ton		No Bid		
	Graymont Western Lime Inc	1	ton		No Bid		
	Carmeuse Lime & Stone, Inc.	1	ton		No Bid		
	Pencco, Inc	1	ton		No Bid		
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		
	Univar Solutions USA Inc	1	ton		No Bid		

9	Ferric Chloride-Demurrage (first 4 hours free)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	hr		$0.00	$0.00	
	PVS Technologies, Inc.	1	hr		$125.00	$125.00	
	Alexander Chemical Corporation	1	hr		$200.00	$200.00	DEMURRAGE FEE STARTS AFTER 2 HOURS.
	JCI Jones Chemicals, Inc.	1	hr		No Bid		
	Univar Solutions USA Inc	1	hr		No Bid		
	Graymont Western Lime Inc	1	hr		No Bid		
	Carmeuse Lime & Stone, Inc.	1	hr		No Bid		
	Pencco, Inc	1	hr		No Bid		
	Rowell Chemical	1	hr		No Bid		
	DuBois Chemicals, Inc.	1	hr		No Bid		

10	Pebble Quicklime						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	ton		$0.00	$0.00	
	Carmeuse Lime & Stone, Inc.	1	ton		$148.00	$148.00	
	Graymont Western Lime Inc	1	ton		$172.00	$172.00	
	Pencco, Inc	1	ton		No Bid		
	Rowell Chemical	1	ton		No Bid		
	DuBois Chemicals, Inc.	1	ton		No Bid		
	Univar Solutions USA Inc	1	ton		No Bid		
	Alexander Chemical Corporation	1	ton		No Bid		
	JCI Jones Chemicals, Inc.	1	ton		No Bid		
	PVS Technologies, Inc.	1	ton		No Bid		

11	Pebble Quicklime- Demurrage (first 4 hours free)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Haviland Products Company	1	hr		$0.00	$0.00	
	Carmeuse Lime & Stone, Inc.	1	hr		$90.00	$90.00	
	Graymont Western Lime Inc	1	hr		$100.00	$100.00	
	Pencco, Inc	1	hr		No Bid		
	Rowell Chemical	1	hr		No Bid		
	DuBois Chemicals, Inc.	1	hr		No Bid		
	Univar Solutions USA Inc	1	hr		No Bid		
	Alexander Chemical Corporation	1	hr		No Bid		
	JCI Jones Chemicals, Inc.	1	hr		No Bid		
	PVS Technologies, Inc.	1	hr		No Bid		

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: May 23, 2023

SUBJECT: **Resolution for approval of the tentative contract award to Northwoods Plumbing, LLC of Concord, MI for the Drinking Water State Revolving Fund Plumbing for Lead Service Line Replacement**

Recommendation:

Approval of the resolution for the tentative contract award to Northwoods Plumbing LLC of Concord, MI in the amount of $703,125 for the Drinking Water State Revolving Fund Plumbing for Lead Service Line Replacement.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

From: Mike Osborn, DPW Director

DATE: May 23, 2023

RECOMMENDATION: Approval of the resolution for the tentative contract award to Northwoods Plumbing LLC of Concord, MI in the amount of $703,125 for the Drinking Water State Revolving Fund (DWSRF) Plumbing for Lead Service Line Replacement.

SUMMARY

On June 14, 2022, the City Council adopted the resolution for the water system improvements final project plan as part of the City's DWSRF loan application this application included the replacement of an estimated 1,125 lead service lines in the City's Water Distribution System over three years. As part of this project on May 2, 2023, bids were opened in the Purchasing Department for the plumbing of the service line to the meter inside the home of the 1,125 lead service line replacements.

BUDGETARY CONSIDERATIONS

The DWSRF Electrical Grounding for Lead Line Replacement bids were as follows:

Company	Bid
Northwoods Plumbing, LLC, Concord, MI	$ 703,125
Positive Trades Group, Michigan Center, MI	$ 810,000

The funding of this contract for the DWSRF Plumbing for Lead Line Replacements with Northwoods Plumbing, LLC, will be paid for using the State of Michigan's Drinking Water State Revolving Fund loan program along with grant funding and principal forgiveness.

Bid evaluation criteria are part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Northwoods Plumbing, LLC	25	20	19.5	15	10	89.50
Positive Trades Group	15	17	25	15	7.67	79.67

HISTORY, BACKGROUND and DISCUSSION

The main purpose of the lead water service replacement program is to eliminate possibility of lead in drinking water. The antiquated service lines play a crucial role in delivering water to our residents throughout the City's Water Distribution System. Failure to replace the lead water service lines would cause the City to

violate the State of Michigan, Department of Environment, Great Lakes and Energy's Safe Drinking Water Act, and jeopardize the quality of drinking water throughout our system. City staff will be installing new copper and/or pex water service lines into residents' homes and up to the meter. Once the service is installed inside of the homes a plumber must then ensure the service is properly connected to the meter, making sure the residents' water service line is delivering water to their home with no issue.

As this project will be funded utilizing the DWSRF loan program it will provide the City's Water Distribution System with the opportunity to replace lead water service lines at a reduced cost using the loans available grant funding and principal forgiveness.

POSITIONS

I recommend approval of the resolution of the tentative contract award to Northwoods Plumbing, LLC of Concord, MI in the amount of $703,125 for the Drinking Water State Revolving Fund (DWSRF) Plumbing for Lead Service Line Replacement.

A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on June 14, 2022, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements and has received a low bid in the amount of $517,500 from Northwoods Plumbing, LLC; and

WHEREAS, the City of Jackson staff has recommended awarding the contract to the low bidder, as they are a reputable and previously compliant contractor that has successfully completed projects for the City of Jackson in the past; done so in accordance with the designated contract specifications; and performed with the requisite skill, capacity and ability to complete the contract as bid.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson tentatively awards the contract for construction of the proposed water system improvements project to Northwoods Plumbing, LLC, contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council on a regular meeting held on May 23, 2023. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

BID TABULATION
FOR
PLUMBING FOR LEAD SERVICE LINE REPLACEMENT
MAY 2, 2023

				NORTHWOODS PLUMBING 8730 WHEELER RD. CONCORD, MI 49237		**POSITIVE TRADES GROUP** 225 5TH ST. MICHIGAN CENTER, MI 49254	
Line	**Description**	**Unit**	**Total Estimated Quantity**	**Estimated Unit Price ($)**	**Estimated Total Cost ($)**	**Estimated Unit Price ($)**	**Estimated Total Cost ($)**
1	Standard hooking (meter and plumbing will be within five (5) feet of exterior wall)	EACH	1,125.00	625.00	703,125.00	720.00	810,000.00
2	Time and Material Rate (additional work if plumbing has to be moved)	EACH	1,125.00	110.00	123,750.00	95.00	106,875.00
					$ 826,875.00		$ 916,875.00
				*TIME AND MATERIALS $110.00 PLUS MATERIALS			

PROPOSAL

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

Date: 4/24/2023

In compliance with your invitation for bids dated **March 30, 2023** to perform

PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

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 Northwoods Plumbing LLC
   organized and existing under the laws of the State of Michigan
   with offices at 8730 Wheeler Rd Concord MI
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) 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# 26-3573453

(Corporate Seal, if applicable)

Name of Bidder: Steve Sinden

Signed By: _____

Its: Owner

BID SHEET

DATE:

PROPOSAL FOR: PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	4/30/2023
2	5/1/2023

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

PLUMBING LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**
1	Standard hooking (meter and plumbing will be within five (5) feet of exterior wall)	1,125 each	$625	$703,125
2	Time and Material Rate (additional work if plumbing has to be moved)	1,125 each	$110/HR + materials	TBD
TOTAL			$	

TOTAL BID WRITTEN OUT:

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	
Bidder's Name:	Northwoods Plumbing LLC
Address:	8730 Wheeler Rd
City, State, Zip:	CONCORD MI 49237
Telephone:	(517) 524-2400
Fax:	
Email Address:	NWplumbingllc@yahoo.com
Federal ID Number:	26-3573453
Bid Signed By:	Steve Sinden Print or Type
Title:	OWNER

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its OWNER

CONTRACT COMPLIANCE

DATE: March 30, 2023

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

Northwoods Plumbing 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 Northwoods Plumbing 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: 4/24/2023

By: Steve Sinden
(Bidder's Name)

By: _____
(Signature)

By: Owner
(Title)

8730 Wheeler Rd
Address

CONCORD MI
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: Northwoods Plumbing

ADDRESS: 8730 Wheeler Rd
CONCORD MI 49237

SIGNED BY: Steve Sinden

TITLE: Owner

DATE: 4/24/2023

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: 4/24/2023

By: Steve Sinden
(Bidder's Name)

By: _____
(Signature)

By: Owner
(Title)

8730 Wheeler Rd
Address

CONCORD
City

MI 49237
State and Zip

NON-COLLUSION AFFIDAVIT OF . . . . BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

_____, being first duly sworn, deposed and says that:

1. He is Steve Snyder of, Northwoods Plumbing 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: 4/28/2023 By: Northwoods Plumbing
(Company)

By: Owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 28 day of April, 2023.

Notary Public, JACKSON County,
My commission expires: January 11 2029

LINDSEY LEONARD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF JACKSON
My Commission Expires January 11, 2029
Acting in the County of Jackson

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Steve Snyder an authorized representative of Northwoods Plumbing 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 4/24/2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Steve Sinden	Company Northwoods Plumbing
Telephone (517) 524-2400	Email Address nwplumbingllc@yahoo.com

Contract or matter pending with the City:

_____

_____

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated: _____

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
By _____.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Steve Sinden owner
Name and Title of Authorized Representative

Northwoods Plumbing LLC
Name of Participant Agency or Firm

Signature of Authorized Representative

4/21/2023
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Northwoods Plumbing LLC
ADDRESS:	8730 Wheeler Rd
CITY, STATE, ZIP:	CONCORD MI 49237
TELEPHONE:	(517) 524-2400
OFFICERS:	
President: Steve Sinden	Email Address: nwplumbingllc@yahoo.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:

CRITERIA 2:	
How many years has your organization been in business under your present firm name?	15yrs
PARENT COMPANY NAME:	Northwoods Plumbing LLC
STREET ADDRESS:	8730 Wheeler Rd
CITY, STATE, ZIP CODE:	CONCORD MI 49237
UNDER CURRENT MANAGEMENT SINCE (DATE):	3/15/2008

CRITERIA 3:

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

State License for Northwoods Plumbing
8003699

Local License for Steve Sinden
8112151

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

Steve Sinden (owner) Master Plumber

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.

I, Steve Sinden (owner) confirm that all employees working on this project will be licensed as 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.

This is to verify that the bidder (Northwoods Plumbing) is in compliance with all aplicaple State and federal laws have no employees working with a visa.

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:	ACCORD (Walton Insurance)
Type of Coverage:	Liability
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:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See attachment

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.

Northwoods Plumbing LLC hereby affirms that all craft employees on this project shall be paid current wages rates and fringe benefits as required under applicable federal, state or local wage laws

Criteria 11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2022

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

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

PRODUCER	**CONTACT NAME:** Andrea Masters
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:** amasters@waltoninsurancegroup.com
INSURED Northwoods Plumbing & Home Improvement LLC 8730 Wheeler Rd Concord MI 49237-9755	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Home-Owners Insurance Company — 26638 **INSURER B:** Auto Owners Insurance Company — 18988 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			06200608	07/02/2022	07/02/2023	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4913960800	07/02/2022	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			4913960801	07/02/2022	07/02/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06171888	07/02/2022	07/02/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

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Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 12

Northwoods Plumbing LLC has a full staff of employees, all of which are at least the apprenticeship level, a journeyman and 3 Master plumbers.

Northwoods Plumbing LLC will not misclassify construction workers as independent contractors.

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 14

Northwoods Plumbing LLC guarantees a 1 year limited warranty on all services performed through our company on labor and materials.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Northwoods Plumbing LLC understands contracts and obligations with 15 years of experience in the plumbing business

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Any possible change orders could arise from newer, more favored ways from new technologies. Inflation being at a 40 year high has been adjusted in to the orisinal quote.

CRITERIA 18:

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

All employees of Northwoods Plumbing LLC are apprentices working with Masterplumbers. We have a 1 to 1 working design.

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.

Northwoods Plumbing LLC has definite standards and goals for our employees. We have set policies and procedures to achieve our daily goals. We communicate daily on results and complexities working together as a team to resolve issues as they arise.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Communication is our key. We, as a company, relate to the concept of all doing our jobs, all succeeding. Bonuses reflect their efforts and all employees strive to achieve these results economically and efficiently.

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.

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 19

Northwoods Plumbing LLC References:

Prominent Design

Chris Sayles

(517) 937-6520

Kim Rendell

Jackson City Inspector

(517) 795-9918

Stoneridge Builders

Gordon Milnes

(313) 520-7428

Brigham Construction

Bill Brigham

(517) 474-8424

Strouss Construction

Dan Strouss

(517) 937-4500

Jackson Industrial Construction

Nick Curtis

(517) 262-6101

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 22

Northwoods Plumbing LLC References:

$60,000 Projects Per Location:

Culver's Niles, Brighton, Owosso, Three Rivers, Charlotte

McCon Construction

(608) 929-7737

Attention: Mike Spencer

$300,000 Project

Hillsdale College Dorms and Hillsdale College Townhouses

Weigand Construction

(260-490-7449

Attention: Kent

$300,000 Project

John Ganton Brightside

(517) 937-2319

Attention: Crystal Caldwell

$100,000 Project

Uckele Health and Nutrition

(517) 610-1126

Attention: Ryan Griffiths

$150,000 Project

Lloyd Ganton Retirement Center

(517) 414-5562

Attention: Dan Milnes

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.

Northwoods Plumbing LLC has a 1 to 1 Ratio: One Master plumber paired with an apprentice to achieve their daily goals.

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.

100% Jackson County 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:**

Northwoods Plumbing LLC / Steve Snyder

Print Firm Name/Principal

Signature/Principal

4/24/2023

Date

WALTON
INSURANCE GROUP

Criteria 24

Steve Sinden
Northwoods Plumbing & Home Improvement LLC
8730 Wheeler Rd
Concord, MI 49237-9755

RE: Workers Compensation #06171888
Auto Owners Insurance Company

To Whom It May Concern:

The Workers Compensation Experience Modification Rating Factor for the above insured is:

.92 – July 2, 2021 to July 2, 2022
.93 – July 2, 2022 to July 2, 2023

If you have any questions, please give us a call.

Sincerely,

Andrea

Andrea Masters
Account Manager

CRiteria 26

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Master Plumber License

STEVEN R SINDEN
8730 WHEELER RD
CONCORD, MI 49237

License No:
8112151

Expiration Date:
04/30/2025

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Plumbing Contractor License

STEVEN R SINDEN
8730 WHEELER RD
CONCORD, MI 49237

License No:
8003699

Expiration Date:
04/30/2025

Northwoods Plumbing LLC

Concord MI 49237

(517) 524-2400

nwplumbingllc@yahoo.com

Criteria 28 + 29

Northwoods Plumbing LLC is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship.

Northwoods Plumbing LLC makes hiring decisions based solely on qualifications, merit, and business needs at the time.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Steve Sinden Owner

Name and Title of Authorized Representative

Northwoods Plumbing LLC

Name of Participant Agency or Firm

Signature of Authorized Representative

4/24/2023

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

CHECKLIST FOR BID SUBMITTAL

_____ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

X PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

X SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: ECB4KMJUNHW3 if you have received it.

PROPOSAL

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

Date: 5/2/23

In compliance with your invitation for bids dated **March 30, 2023** to perform

PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

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 Positive Trades Group
   organized and existing under the laws of the State of Ohio
   with offices at 8650 Airport Hwy Holland, OH 43528 & 225 5th St. Michigan Center, MI 49254
   (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 one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 46-1445203

(Corporate Seal, if applicable)

Name of Bidder: Positive Trades Group

Signed By: _____

Its: Vice President

BID SHEET

DATE:

PROPOSAL FOR: PLUMBING FOR LEAD SERVICE LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	4/25/23
2	4/28/23

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

PLUMBING LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**
1	Standard hooking (meter and plumbing will be within five (5) feet of exterior wall)	1,125 each	720.	810,000
2	Time and Material Rate (additional work if plumbing has to be moved)	1,125 each	95. Per hr.	TBD
TOTAL			$ 810,000.	

TOTAL BID WRITTEN OUT: eight hundred and Ten Thousand

Submitted Bid:	810,000.
Labor Costs:	570,000.
Materials Costs:	240,000.
Equipment Costs:	N/A
Possible Change Orders:	To Be Determined
Bidder's Name:	Positive Trades Group
Address:	225 5th St.
City, State, Zip:	Michigan Center, MI 49254
Telephone:	517-513-2219
Fax:	419-865-4561
Email Address:	rod.fry@positivetradesgroup.com
Federal ID Number:	46-1445203
Bid Signed By:	Rod Fry Print or Type
Title:	Vice President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Rod Fry Its Vice President

CONTRACT COMPLIANCE

DATE: March 30, 2023

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

Positive Trades Group
_____ 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 Positive Trades Group 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: 4/27/23

By: Positive Trades Group
(Bidder's Name)

By: _____
(Signature)

By: Vice President
(Title)

225 5th St.
Address

Michigan Center
City

MI. 49254
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: Positive Trades Group

ADDRESS: 225 5th St.

Michigan Center, MI 49254

SIGNED BY:

TITLE: Vice President

DATE: 4/27/23

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: 4/27/23

By: Positive Trades Group
(Bidder's Name)

By: _____
(Signature)

By: Vice President
(Title)

225 5th St.
Address

Michigan Center
City

MI 49254
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Rod Fry, being first duly sworn, deposed and says that:

1. He is Vice President of, Positive Trades Group 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: 4/27/23 By: Positive Trades Group
(Company)
By: / Vice President
(Title)

Subscribed and sworn to before me, a Notary Public, this 27th day of April, 2023.

Tracy Hansen

TRACY HANSEN
Notary Public
State of Ohio
My Comm. Expires
May 10, 2027

Notary Public, Lucas County,
My commission expires: May 10, 2027

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.

N/A

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Rod Fry an authorized representative of Positive Trades Group 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 April 27, 2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Rod Fry	Positive Trades Group
Telephone	Email Address
517-902-6182	rod.fry@positivetradesgroup.com

Contract or matter pending with the City:

Plumbing for Lead Service Line Replacement

I, Rod Fry, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated:

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 27th day of April, 2023,
By Tracy Hansen.

NOTARY PUBLIC STATE OF OHIO

TRACY HANSEN
Notary Public
State of Ohio
My Comm. Expires
May 10, 2027

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Rod Fry / Vice President

Name and Title of Authorized Representative

Positive Trades Group

Name of Participant Agency or Firm

4/27/23

Signature of Authorized Representative — Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Positive Trades Group
ADDRESS:	225 5th St.
CITY, STATE, ZIP:	Michigan Center, MI 49254
TELEPHONE:	517-513-2219
OFFICERS:	
President: Kurt Deal	Email Address: kurt.deal@positivetradesgroup.com
Vice President: Rod Fry	Email Address: rod.fry@positivetradesgroup.com
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 12	
PARENT COMPANY NAME:	DBP Companies, Inc.
STREET ADDRESS:	PO Box 1209
CITY, STATE, ZIP CODE:	Holland, Ohio 43528
UNDER CURRENT MANAGEMENT SINCE (DATE):	3/5/14

CRITERIA 3:

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

Michigan Master Plumber - 8111346
Michigan Plumbing Contractor - 8002888
Michigan Mechanical Contractor - 7110779

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

Five Year Union Apprentice Training 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.

We confirm that all subcontractors and employees working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

CRITERIA 5:

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

Yes. As a union contractor with all union employees, we will be compliant 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.

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:	Savage McVicker Insurance, Inc.
Type of Coverage:	Commercial General Liability
Telephone:	419-891-4666

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:

We participate with the MUST program through our Local.

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Project: Let it be known, that Positive Trades Group, LLC., hereby acknowledges, that the above project has been furnished and installed per plans, specifications, alterations and additions noted in the contract documents shall be warrantied for a period of one year commencing on Month/Day/Year , thru its termination on Month/Day/Year . Under this warranty, Positive Trades Group, LLC will be provided the opportunity to have one of its representatives assess any potential warranty issues that may arise within the warranty period. Warranty covers labor for faulty workmanship only. Any labor incurred during the warranty period for a failed component, not covered by the manufacturer, will be billed accordingly. Warranty covers all manufacturer's warrantied parts for a period of one year unless an extended warranty plan was purchased.

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.

Positive Trades Group will pay all employees per our Collective Bargaining Agreement.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Positive Trades Group will comply with all Ordinances noted on our contract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

All identifiable change orders will be provided in a documented Request For Change (RFC) with all definable & backup documents as necessary.

CRITERIA 18:

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

Qualification of all Supervisors will be provided upon award of contract.

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:

See attached

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.

Positive Trades Group will work with the City of Jackson to ensure the project will 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.

20

ARTICLE I
STANDARD OF EXCELLENCE

The Mid-Michigan Labor Management Committee is committed to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote our UA members' world-class skills and safe, efficient work practices on the jobs performed by our MCA signatory contractors for our customers.

1.1 Employee, Member and Local Union Responsibilities:

To ensure the Standard of Excellence platform meets and maintains its stated goals, the Local 333 Business Manager, in partnership with their implementation teams, including Standard Coordinators and the Local membership, shall ensure all members:

- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words and symbols on clothing and buttons are not acceptable.)
- Eliminate disruptions on the job and safely work toward the on-time completion of the project.
- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craft workers by respecting those tools and equipment supplied by the employer.
- Use and promote the Local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring Local craft workers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for on the job substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Respect and observe the customer, client and employer and their rules and policies.
- Follow safe, reasonable management directives.

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.

The ratio of Journeypersons to apprentices is 6:1

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:

Working with Peer Groups such as Vistage and Construction Financial Management Association, our leadership team evaluates each non union team member and reviews their respective status and progress annually.

(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.

We hire from within Local 333 which is a Jackson based Local having 25% of Jackson resident members

CRITERIA 28 (ATTACHMENT REQUIRED): See attached

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:**

The D.B.P. Companies are committed to providing a non-discriminatory employment environment for its employees.
The policy of D.B.P. Companies is to fully comply with all applicable Federal, State and Local Laws, Rules and Regulation in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age forty years or older and veteran status is prohibited. Violations of this policy will be subject to discipline, up to and including termination.
Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.
All employees are expected to comply with the Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting D.B.P. Companies equal employment opportunity objectives.
Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.
The Company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.
If you have any questions regarding this policy, please contact Wayne Lemke, EEO Officer at 419-865-6171
D.B.P. Inc. is an Equal Opportunity Employer

Print Firm Name/Principal
Positive Trades Group

Signature/Principal

Date 5·2·23

ARTICLE III
AFFIRMATIVE ACTION STATEMENT
OF
UNITED ASSOCIATION LOCAL UNION 333
&
THE MID-MICHIGAN MECHANICAL CONTRACTORS ASSOCIATION

From time to time, Local 333 and the Mid-Michigan Mechanical Contractors Association find it necessary to clarify their position on certain matters affecting our industry. One such area is the need for meaningful participation of women and minorities in our trade. As a matter of policy, Local 333 and the Mid-Michigan Mechanical Contractors Association strongly support affirmative action, which is designed to encourage the participation by both women and minorities in both the plumbing and pipefitting trade, as well as the building trades as a whole. We value affirmative action at both the apprentice and journeymen levels, as evidenced by our track record. We will, of course, strongly oppose any discrimination that is in direct conflict with our policy. We look forward to working with everyone in the field in order to implement the affirmative action program and make this a strong and vibrant trade.

ARTICLE III
AFFIRMATIVE ACTION STATEMENT
OF
UNITED ASSOCIATION LOCAL UNION 333
&
THE MID-MICHIGAN MECHANICAL CONTRACTORS ASSOCIATION

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ARTICLE IV
RECOGNITION

4.1 The association and its individual member Employers voluntarily recognize the Union, consistent with Section 8 (f) of the National Labor Relations Act and the Employer shall recognize the Union majority status upon presentation of objective evidence as set forth in section 9 (a) of the National Labor Relations Act. The Employers recognize the Union as the collective bargaining agent for all employees employed by them performing the classifications of work under the jurisdiction of the Union.

4.2 The Employer agrees that whenever it performs work covered under this Agreement outside the geographical jurisdiction of the Union, it will comply with the terms and conditions provided for in the principal bargaining agreement of the local Union, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada to be referred to as a "Sister Local Union" having jurisdiction over the geographical area within which the Employer is performing work.

4.3 The Trade Jurisdiction of work as designated by the American Federation of Labor by charter or grant shall be part of the new Contract. Local 333 "Working Rules" also shall be considered a part of this Contract as listed in Article XV.

4.4 The Employer agrees that he/she will not subcontract or sublet any work covered in Article XI, Section 8 to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to a United Association Agreement. This clause is enforceable under the procedures of the Agreement.

4.5 All Employers signatory to this Agreement shall notify Local Union No. 333 of all subcontractors prior to letting of subcontracts for work covered by this Agreement.

4.6 All employees covered by this Agreement shall, on the 8th day of employment, or the 8th day

ARTICLE I
STANDARD OF EXCELLENCE

The Mid-Michigan Labor Management Committee is committed to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote our UA members' world-class skills and safe, efficient work practices on the jobs performed by our MCA signatory contractors for our customers.

1.1 Employee, Member and Local Union Responsibilities:

To ensure the Standard of Excellence platform meets and maintains its stated goals, the Local 333 Business Manager, in partnership with their implementation teams, including Standard Coordinators and the Local membership, shall ensure all members:

- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words and symbols on clothing and buttons are not acceptable.)
- Eliminate disruptions on the job and safely work toward the on-time completion of the project.
- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craft workers by respecting those tools and equipment supplied by the employer.
- Use and promote the Local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring Local craft workers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for on the job substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Respect and observe the customer, client and employer and their rules and policies.
- Follow safe, reasonable management directives.

RESPONSIBLE CONTRACTOR 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:	To Be Determined if required
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.

Disadvantaged Business Enterprises (DBE) Requirements

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.

3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.

3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.

4. The prime contractor must employ the Good Faith Efforts.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Positive Trades Group

Subcontract Area of Work (one per worksheet): N/A

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Type of Contract	Date of Contract	Price Quote Received	Accepted or Rejected	If rejected, explain why

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): N/A
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.

2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as email, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/emails and fax confirmation sheets must be provided with the worksheet.

3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and www.sam.gov registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.

4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.

5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.

6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.

7. Each DBE firm's price quote must be identified if one was received, or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.

8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.

9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:

    - Follow-up emails, faxes, or letters.
    - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Disadvantaged Business Enterprise (DBE) and Good Faith Efforts (GFE) Requirements
Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet and how is it completed?
A: The worksheet captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate GFE Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany the worksheet that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?
A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?
A: Applications to be certified by MDOT can be found at mdotjboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm
To register with the U.S. Small Business Association visit sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business
To be certified by EPA, a DBE must first have sought certification through SBA, MDOT, or a tribal, state, or local organization and be unsuccessful in that attempt.

Q: If a bidder follows the MDOT DBE requirements, will the bidder comply with the SRF DBE requirements?
A: No. Federally funded highway projects utilize DBE goals, which require a certain percentage of work be performed by DBE subcontractors. For SRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF. However, if the SRF project is part of a joint project with MDOT, the project can be
excluded from SRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

Q: Should the Good Faith Efforts Worksheet and supporting documentation be submitted with bid proposals?
A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and GFE. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meeting. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

Q: What kinds of documentation should a contractor provide to document solicitation efforts?
A: Documentation can include fax confirmation sheets, copies of solicitation letters/emails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

Q: What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
A: While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

Q: How much time will compliance with GFE require in terms of structuring an adequate bidding period?
A: Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

Q: How does a contractor locate certified DBEs?
A: MDOT has a directory of all Michigan certified entities located at mdotjboss.state.mi.us/MUCPWeb/. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at sam.gov. SAM contains information from the former Central Contractor Registration (CCR) database.

Q: If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
A: The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

Q: If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
A: Yes, the DBE requirements still apply if the prime intends to subcontract work out. GFE must be used to solicit DBEs.

Q: If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
A: Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Rod Fry / Vice President

Name and Title of Authorized Representative

Positive Trades Group

Name of Participant Agency or Firm

Signature of Authorized Representative

4-27-23

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Jackson ("Owner") and the Michigan Department of Environment, Great Lakes, and Energy (the "Funding Authority") that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)'s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

   (1) Procure or obtain, extend, or renew a contract to procure or obtain,

   (2) Enter into a contract (or extend or renew a contract) to procure; or

   (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

CRITERIA #6

Note 2023 Closed Projects are updated 30 days after April 15th

MAJOR PROJECTS IN PROGRESS

PROJECT NAME	Branch County Jail	JPS Parkside Middle School	P&G Panther Phase 2	Perrysburg Animal Hospital	4 Seagate Cooling Towers
OWNER	Branch County	Jackson Public Schools	Proctor & Gamble	Wesbar, LLC	
ARCHITECT	Byce & Associates	TMP Architecture	Burns & McDonnell Engineering	SSOE Group	
GC / CM	Clark Construction	CSM Group	Burns & McDonnell Engineering	Perales & Associates	George F. Eyde Family, LLC
GC CONTACT NAME & PHONE #	Paul Clark		Jennifer Sinn	Tony Perales	
CONTRACT AMOUNT	$3,261,428	$1,163,539.00	$1,060,696.00	$534,136.00	$686,915.00
% COMPLETE	95%	85%	75%	50%	5%
% SUBCONTRACTED	30%		30%	40%	40%
SCHEDULED COMPLETION DATE	Dec-21	Dec-21	Jan-21	Jan-21	

MAJOR PROJECTS COMPLETE

PROJECT NAME	Amazon	Cedar Point Sports Park Phase 2	Proctor & Gamble	Donley & Glencairn Schools	JPS Hunt Elementary	JPS Dibble Elementary	BGSU BAA Nursing
OWNER	Ambrose Property Group	Cedar Point	Proctor & Gamble	East Lansing Public Schools	Jackson Public Schools	Jackson Public Schools	BGSU
ARCHITECT	Progressive Architect Engineering	Osborne Engineering	Burns & McDonnell Engineering	GMB Architects & Engineers	TMP Architecture	TMP Architecture	Bostwick Design Partnership
GC / CM	FCL Builders	Mosser Construction	Burns & McDonnell Engineering	Clark Construction	The CSM Group	The CSM Group	The Spieker Company
GC CONTACT NAME & PHONE #	Caleb Schafft	Tony Perales (419)866-6954	Jennifer Sinn	Dave Warner (517)372-0940			
CONTRACT AMOUNT	$1,856,370	$2,731,162	$920,748	$5,915,033	$882,486	$1,289,402	$430,813
DATE OF COMPLETION	Dec-20	Feb-20	Feb-20	Aug-19	Dec-20	Dec-20	Aug-21
PERCENTAGE OF OWN FORCES	50%	80%	65%	70%	30%	20%	25%

James Pappas
Regional Surety Sales Leader

Direct line: 330-523-3288
Direct Fax: 1-330-523-3690

Email: JamesPappas@westfieldgrp.com

April 27, 2023 CRITERIA #7

Re: DBP Companies, Inc.
Positive Trades Group, LLC
Sperling Heating and
Ventilating Co., Inc.
Holland, OH

To Whom It May Concern:

The Ohio Farmers Insurance Company is licensed to transact business in Ohio, as well as all of the States in the United States, and is listed on the Federal Treasury List of Approved Sureties. Ohio Farmers Insurance Company has an A.M. Best Rating .of "A" (Excellent) with a Financial Size Category of (XV).

Ohio Farmers Insurance Company has been the Surety for DBP Companies, Inc., Positive Trades Group, LLC and Sperling Heating and Ventilating Co., Inc. since April, 2014. We currently have a Bond Line of Credit of $12,500,000 Single Job and $25,000,000 Aggregate. **Further, depending upon the circumstances at the time we would very favorably consider needs that would exceed these limits.** DBP Companies, Inc., Positive Trades Group, LLC and Sperling Heating and Ventilating Co., Inc. are in excellent standing with Ohio Farmers Insurance Company. They are a valued client and our experience with them has been outstanding.

This letter is not an assumption of liability, nor is it a performance bond. We have issued it only as a bonding reference requested by our client. Th approval of bonds are a matter between DBP Companies, Inc., Positive Trades Group, LLC and Sperling Heating and Ventilating Co., Inc. and Ohio Farmers Insurance Company and are subject to applicable underwriting considerations including acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the bond request.

We are proud to recommend this fine organization to you. Should you require any additional information regarding their Bond Line of Credit please feel free to contact me at 330-523-3288.

Best Regards,

James Pappas

James Pappas
Regional Surety Leader
Westfield Insurance Company

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3408472 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SANDRA L. MARTIN, SCOTT E. MCVICKER, SHERRY L. MCVICKER, JACOB E. MCVICKER, DARREL R. LIMES, JOINTLY OR SEVERALLY

of **MAUMEE** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of** suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **02nd** day of **JANUARY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **02nd** day of **JANUARY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17 day of January A.D., 2023

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

POSIT-3 OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2022

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 419-891-4666 Savage McVicker Insurance, Inc 4331 Keystone Dr. Suite C Maumee, OH 43537 Scott E. McVicker	CONTACT NAME: Sandra L. Martin PHONE (A/C, No, Ext): 419-891-4666 FAX (A/C, No): 419-891-4680 E-MAIL ADDRESS: sandy.martin@savagemcvicker.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Travelers Companies, Inc. — 27998
INSURED Positive Trades Group LLC PO Box 1209 Holland, OH 43528	INSURER B :
	INSURER C :
	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CO-8N91222A	09/01/2022	09/01/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X BLKT AI			CGD246	09/01/2022	09/01/2023	MED EXP (Any one person)	$ 5,000
A	X BLKT WVR/PRIM			CGD316/CGT100	09/01/2022	09/01/2023	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			810-8N910434	09/01/2022	09/01/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X BLKT AI/PR X BLKT WVR							$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-8N912765	09/01/2022	09/01/2023	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A			CO-8N91222A-OH EMPL LIAB UB-8N912901	09/01/2022 09/01/2022	09/01/2023 09/01/2023	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	$ 1,000,000 $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	RENTED EQUIPMENT			8319Y1227	09/01/2022	09/01/2023	RENTED EQ	100,000
A	INSTALLATION FLTR			QT6600P003595	09/01/2022	09/01/2023	INST FLTR	500,000

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

Additional insured clause added in favor of the certificate holder and parties required by written contract via forms CGD246(Gen Liab) and CAT353 (Auto). Waiver provided via forms CGD316 (Gen Liab) and CAT353(Auto)

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sandra L. Martin

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BLANKET FORMS WHEN REQUIRED BY WRITTEN CONTRACT:

GENERAL LIABILITY:
Additional Insured- CGD246- Includes Products-Completed Operations
Waiver of Subrogation- CGD316
Primary/Non-Contributory- CGT100

AUTO LIABILITY:
Additional insured- CAT353
Waiver of Subrogation- CAT353
Primary/Non-Contributory- CAT474

Umbrella is a Follow Form where applicable

Positive Trades Group, LLC

May 2, 2023

Plumbing For Lead Service Line Replacement

Criteria 12

The staffing capabilities of Positive Trades Group include being a union contractor hiring out of Local 333 with an average work force of 40+ employees.

All subcontractors will hire out of their respective unions as well.

Phone: (419) 868-7841 8650 Airport Highway, PO Box 489, Holland, OH 43528 Fax (419) 865-4561

www.PositiveTradesGroup.com

PTG MECHANICAL

CRITERIA #19

COMPANY NAME	Mosser Construction	Clark Construction	Trane	Air Control Products
ADDRESS	1613 Henthorne Drive	3535 Moores River Dr	1001 Hamilton	2164 Tedrow
	Maumee, OH 43537	Lansing, MI 48911	Holland, OH 43528	Toledo, OH 43614
TELEPHONE NUMBER	419-861-5100	517-372-0940	419-491-2271	419-380-8990
CONTACT PERSON	Tony Perales	Dave Warner	Ross Bredeweg	Chuck Barlage

CRITERIA #22

NOTE: Closed projects will be update 30 days after April 15th

MAJOR PROJECTS IN PROGRESS

PROJECT NAME	Branch County Jail	JPS Parkside Middle School	P&G Panther Phase 2	Perrysburg Animal Hospital
OWNER	Branch County	Jackson Public Schools	Proctor & Gamble	Wesbar, LLC
ARCHITECT	Byce & Associates		Burns & McDonnell Engineering	SSOE Group
GC / CM	Clark Construction	CSM Group	Burns & McDonnell Engineering	Perales & Associates
GC CONTACT NAME & PHONE #	Paul Clark		Jennifer Sinn	Tony Perales
CONTRACT AMOUNT	$3,261,428	$1,147,896.00	$1,015,000.00	$532,407.00
% COMPLETE	90%	80%	70%	30%
% SUBCONTRACTED	30%			
SCHEDULED COMPLETION DATE	Dec-21	Dec-21		

MAJOR PROJECTS COMPLETE

PROJECT NAME	Amazon	Cedar Point Sports Park Phase 2	Proctor & Gamble	Donley & Glencairn Schools	JPS Hunt Elementary	JPS Dibble Elementary	BGSU BAA Nursing
OWNER	Ambrose Property Group	Cedar Point	Proctor & Gamble	East Lansing Public Schools	Jackson Public Schools	Jackson Public Schools	BGSU
ARCHITECT	Progressive Architect Engineering	Osborne Engineering	Burns & McDonnell Engineering	GMB Architects & Engineers	TMP Architecture	TMP Architecture	Bostwick Design Partnership
GC / CM	FCL Builders	Mosser Construction	Burns & McDonnell Engineering	Clark Construction	The CSM Group	The CSM Group	The Spieker Company
GC CONTACT NAME & PHONE #	Caleb Schafft	Tony Perales (419)866-6954	Jennifer Sinn	Dave Warner (517)372-0940			
CONTRACT AMOUNT	$1,856,370	$2,731,162	$920,748	$5,915,033	$882,486	$1,289,402	$430,813
DATE OF COMPLETION	Dec-20	Feb-20	Feb-20	Aug-19	Dec-20	Dec-20	Aug-21
PERCENTAGE OF OWN FORCES	50%	80%	65%	70%	30%	20%	25%

V+A
RISK SERVICES

April 11, 2023 **Criteria #24**

Re: Positive Trades Group LLC

Attn: Pre-Qualification Coordinator

Please be advised that we represent the interest of the above referenced employer in all aspects of their workers' compensation matters and specifically their interstate experience modification rate.

This letter is to verify Positive Trades Group LLC workers' compensation group interstate experience modification rate for the policy years 2022, 2021 and 2020 is as follows.

Year	(EMR)	Effective Date	Expiration Date
2022	0.50	7/1/2022	6/30/2023
2021	0.50	7/1/2021	6/30/2022
2020	0.50	7/1/2020	6/30/2021

If you have any questions regarding this please do not hesitate to contact me directly at (419) 867-1044.

Sincerely,

Jim Weisz

James Weisz
Managing Principal

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing and Compliance Section
P.O. Box 30254
Lansing, MI 48909

CRITERIA #26

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Master Plumber License
JEREMY S DAVIDSON
3920 LEGACY DRIVE
JACKSON, MI 49201

License No:
8111346

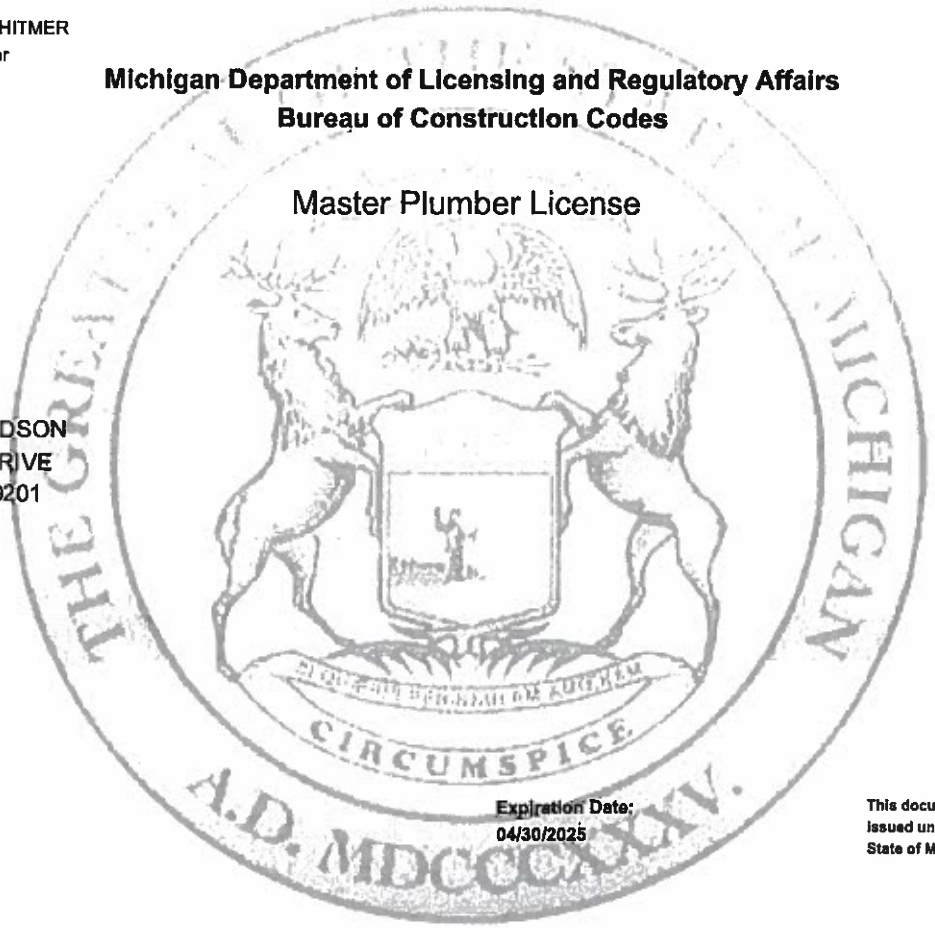
Expiration Date:
04/30/2025

JEREMY S DAVIDSON
3920 LEGACY DRIVE
JACKSON, MI 49201

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Master Plumber License



JEREMY S DAVIDSON
3920 LEGACY DRIVE
JACKSON, MI 49201

License No.
8111346

Expiration Date:
04/30/2025

This document is duly issued under the laws of the State of 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 Council Members

FROM: Jonathan Greene, City Manager

DATE: May 23, 2023

SUBJECT: **Resolution for approval of the tentative contract award to Hirst Electric of Jackson, MI for the Drinking Water State Revolving Fund Electrical Grounding for Lead Line Replacement**

Recommendation:

Approval of the resolution for the tentative contract award to Hirst Electric of Jackson, MI, in the amount of $517,500 for the Drinking Water State Revolving Fund Electrical Grounding for Lead Line Replacements.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: May 23, 2023

RECOMMENDATION: Approve the resolution of the tentative contract award to Hirst Electric of Jackson, MI in the amount of $517,500 for the Drinking Water State Revolving Fund (DWSRF), Electrical Grounding for Lead Line Replacement.

SUMMARY

On June 14, 2022, the City Council adopted the resolution for the water system improvements final project plan as part of the City's DWSRF loan application this application included the replacement of an estimated 1,125 lead service lines in the City's Water Distribution System over a three year period. As part of this project on May 2, 2023, bids were opened in the Purchasing Department for the electrical grounding of the 1,125 lead service line replacements.

BUDGETARY CONSIDERATIONS

The DWSRF Electrical Grounding for Lead Line Replacement bids were as follows:

Company	Bid
Hirst Electric, Jackson, MI	$ 517,500
Cochran Electric Co., Jackson, MI	$ 784,125

The funding of this contract for the DWSRF Electrical Grounding for Lead Line Replacements with Hirst Electric, will be paid for using the State of Michigan's Drinking Water State Revolving Fund loan program along with grant funding and principal forgiveness.

Bid evaluation criteria are part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Hirst Electric.	25	19	22.75	15	6.67	88.42
Cochran Electric Co.	15	17	16.5	9	10	67.5

HISTORY, BACKGROUND and DISCUSSION

The main purpose of the replacement is to eliminate lead in drinking water. These antiquated lead water service lines play a crucial role in transferring water to our resident's homes and throughout the City. Failure to replace the lead water service lines would cause the City to be in violation of the State of Michigan,

Department of Environment, Great Lakes and Energy's Safe Drinking Water Act, and jeopardize the quality of drinking water throughout our system. City staff will be running new copper and/or pex water service lines into the homes and up to the meter. A majority of homes have their electrical services grounding tied to their existing lead service line. In order to properly ground the electrical service inside the home a licensed electrician must perform the electrical work inside the home.

As this project will be utilizing the DWSRF loan program it will provide the City's Water Distribution System with the opportunity to replace lead water service lines at a reduced cost using the loans available grant funding and principal forgiveness.

POSITIONS

I recommend approval of the resolution of the tentative contract award to Hirst Electric of Jackson, MI in the amount of $517,500 for the Drinking Water State Revolving Fund (DWSRF), Electrical Grounding for Lead Line Replacement.

A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on June 14, 2022, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements and has received a low bid in the amount of $517,500 from Hirst Electric; and

WHEREAS, the City of Jackson staff has recommended awarding the contract to the low bidder, as they are a reputable and previously compliant contractor that has successfully completed projects for the City of Jackson in the past; done so in accordance with the designated contract specifications; and performed with the requisite skill, capacity and ability to complete the contract as bid.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson tentatively awards the contract for construction of the proposed water system improvements project to Hirst Electric, contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council on a regular meeting held on May 23, 2023. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

BID TABULATION
FOR
ELECTRICAL GROUNDING FOR LEAD LINE REPLACEMENT
MAY 2, 2023

				HIRST ELECTRIC 3522 SCHEELE DR. JACKSON, MI 49202		**COCHRAN ELECTRIC CO.** 2103 S. JACKSON ST. JACKSON, MI 49203	
Line	**Description**	**Unit**	**Total Estimated Quantity**	**Estimated Unit Price ($)**	**Estimated Total Cost ($)**	**Estimated Unit Price ($)**	**Estimated Total Cost ($)**
1	Reconnect grounding to copper piping	EACH	1,125.00	350.00	393,750.00	483.00	543,375.00
2	Installation of new grounding to ground rods (if using pex)	EACH	1,125.00	460.00	517,500.00	697.00	784,125.00
					$ 911,250.00		$ 1,327,500.00

PROPOSAL

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

Date: 5/1/2023

In compliance with your invitation for bids dated **March 30, 2023** to perform **ELECTRICAL GROUNDING FOR LEAD LINE REPLACEMENT**

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 Hirst Electric
   organized and existing under the laws of the State of Michigan
   with offices at 3522 Scheele Drive, Jackson, MI 49202
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) 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# 38-2677936

(Corporate Seal, if applicable)

Name of Bidder: Hirst Electric

Signed By: [signature]

Its: Owner

BID SHEET

DATE:

PROPOSAL FOR: ELECTRICAL GROUNDING FOR LEAD LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	4/25/2023
2	4/28/2023

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ELECTRICAL GROUNDING FOR LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**
1	Reconnect grounding to copper piping	1,125 each	350	393,750
2	Installation of new grounding to ground rods (if using pex)	1,125 each	460	517,500
TOTAL			$911,250	

TOTAL BID WRITTEN OUT: Nine hundred eleven thousand two hundred and fifty dollars.

Submitted Bid:	Item 1: $350 ea Item 2: $460 ea
Labor Costs:	
Materials Costs:	
Equipment Costs:	0
Possible Change Orders:	0
Bidder's Name:	Hirst Electric
Address:	3522 Scheele Drive
City, State, Zip:	Jackson, MI 49202
Telephone:	517-782-5091
Fax:	
Email Address:	jill@hirstelectric.com
Federal ID Number:	38-2677936
Bid Signed By:	Michael Hirst **Print or Type**
Title:	Owner/Treasurer

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 Owner/Treasurer

CONTRACT COMPLIANCE

CERTIFICATION

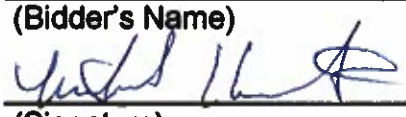
Hirst Electric certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender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

In connection with this commitment Hirst Electric 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: 5/1/2023

By: Hirst Electric
(Bidder's Name)

By: 
(Signature)

By: Owner/Treasurer
(Title)

3522 Scheele Drive
Address

Jackson
City

MI, 49202
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Michael Hirst, being first duly sworn, deposed and says that:

1. He is Owner and Treasurer of, Hirst Electric 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: 5/1/2023

By: Hirst Electric
(Company)

By: Owner/Treasurer
(Title)

Subscribed and sworn to before me, a Notary Public, this 1st day of May, 20 23.

Notary Public, Jackson County,
My commission expires: 2/27/29

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:	Hirst Electric
ADDRESS:	3522 Scheele Drive
	Jackson, MI 49202
SIGNED BY:	Michael Hirst
TITLE:	Owner/Treasurer
DATE:	5/1/2023

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: 5/1/2023

By: Hirst Electric
(Bidder's Name)

By:
(Signature)

By: Owner/Treasurer
(Title)

3522 Scheele Drive
Address

Jackson
City

MI, 49202
State and Zip

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

No work will be performed by a subcontractor

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Michael Hirst an authorized representative of Hirst Electric 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 5/1/2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Michael Hirst	Hirst Electric
Telephone 517-782-5091	Email Address mhirst@hirstelectric.com

Contract or matter pending with the City:

Lead line replacement

I, Michael Hirst, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ **I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a** contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] **of myself or my company's owners, members, major shareholders, or** corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ **I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or** personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ **An immediate family member or relative of myself or my company's owners, members, major shareholders, or** corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a **Contractor, or an Advisor's** spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ **An immediate family member or relative of myself or my company's owners, members, major shareholders, or** corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ **I, or my company's owners, members, major shareholders, or corporate officers, have made campaign** contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated: _____

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 1 day of May, 2023,
By _____

JILL MCELDOWNEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF JACKSON
My Commission Expires 02/27/2029
Acting in the County of Jackson

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Michael Hirst Owner/Treasurer

Name and Title of Authorized Representative

Hirst Electric

Name of Participant Agency or Firm

Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Hirst Electric
ADDRESS:	3522 Scheele Drive
CITY, STATE, ZIP:	Jackson, MI 49202
TELEPHONE:	517-782-5091
OFFICERS:	
President: Jill McEldowney	Email Address: jill@hirstelectric.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer: Michael Hirst	Email Address: mhirst@hirstelectric.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 37	
PARENT COMPANY NAME:	Hirst Electric
STREET ADDRESS:	3522 Scheele Drive
CITY, STATE, ZIP CODE:	Jackson, MI 49202
UNDER CURRENT MANAGEMENT SINCE (DATE):	12/1/2015

CRITERIA 3:

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

Electrical Contractors License 61-10172
Michael Hirst Master Electrical License 62-07994

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

We have an electrical apprentice training program approved through the Department of Labor

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 individuals working on this project will have a current license.

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.

Hirst Electric does not employee and non-US citizens

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 Agency
Type of Coverage:	Liability, Auto, Workmans 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:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

All labor and material is warrantied by Hirst Electric for 1 year upon completion of the project. All material is is warrantied per the manufactures warranty.

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 employees working on this project will be paid current wage rates and fringe benefits as required by law.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Hirst Electric acknowledges their 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.

No possible change orders were identified.

CRITERIA 18:

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

Michael Hirst: Over 40 years as a Master Electrician
Jill McEldowney: Over 20 years managing Hirst Electric
Scott Marushak: 10 years as a Journeyman electrician and foreman

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.

Hirst Electric stands by the quality of their work and will warranty all work performed.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

All construction work for this project will 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.

2 Apprentice to 1 Journeyman

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:

Hirst Electric does not employ any Apprentice that is not participating in the Apprentice Program.

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

The journeyman that will be working on the job is a resident of the City of Jackson. All of our employees reside in Jackson County as well.

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:**

Hirst Electric 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, height, weight, or disability.

Hirst Electric

Print Firm Name/Principal

Signature/Principal

5/1/2023

Date

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* **with its bid or proposal package to the owner.**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

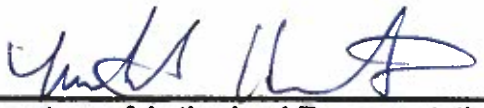
I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Michael Hirst

Name and Title of Authorized Representative

Hirst Electric

Name of Participant Agency or Firm



5/1/2023

Signature of Authorized Representative **Date**

☐ **I am unable to certify to the above statement. Attached is my explanation.**

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Jackson ("Owner") and the Michigan Department of Environment, Great Lakes, and Energy (the "Funding Authority") that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)'s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

   (1) Procure or obtain, extend, or renew a contract to procure or obtain,

   (2) Enter into a contract (or extend or renew a contract) to procure; or

   (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

Disadvantaged Business Enterprise

Disadvantaged Business Enterprise
Unified Certification Program

Acknowledges

Hirst Electric Co.

As a certified DBE in accordance with 49 CFR Part 26 as published in the Code of Federal Regulations

MDOT
Michigan Department of Transportation

Date of Certification: 12/19/2016

Date Issued: 09/21/2022

Reidar M. Keating, Manager
Office of Business Development

Lisa Thompson, Administrator
DBE Program

MDOT has certified your firm as a DBE on behalf of all Michigan Unified Certification Program (MUCP) partnering agencies.

This certificate is accurate as of the date issued. It remains valid assuming all DBE Program requirements are met, however it is subject to change. For the most up to date information, please visit the MUCP website at: www.michigan.gov/mdotdbe prior to issuing any or all subcontracts.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Hirst Electric Co.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: May 3, 2017
Expiration Date: May 3, 2024
WBENC National Certification Number: WBE1700851

Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes Women's Business COUNCIL

NAICS: 238210
UNSPSC: 39000000, 39100000, 39101600, 39101601, 39101603, 39101605, 39101609, 39101612, 39101614, 39101615, 39101617, 39101619, 39101628, 39101700, 39101800, 39101900, 39101901, 39101902, 39101904, 39101906, 39111500, 39111501, 39111503, 39111504, 39111505, 39111506, 39111507, 39111508, 39111513, 39111515, 39111516, 39111520, 39111521, 39111522, 39111524, 39111525, 39111527, 39111528, 39111530, 39111531, 39111532, 39111533, 39111534, 39111535, 39111537, 39111538, 39111539, 39111541, 39111543, 39111544, 39111600, 39111603, 39111605, 39111606, 39111608, 39111609, 39111611, 39111612, 39111613, 39111616, 39111617, 39111618, 39111704, 39111707, 39111708, 39111710, 39111711, 39111712, 39111713, 39111800, 39111801, 39111803, 39111804, 39111815, 39111816, 39111817, 39111821, 39111822, 39111824, 39111827, 39111828,

Center for Women & Enterprise · WBEC FLORIDA · GREATER WOMENS BUSINESS COUNCIL · Women's Business Council Southwest · WBEA · WBEC EAST · WBEC ORV · WBEC PACIFIC · Women's Business Development Center · WBEC SOUTH · WBEC WEST

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Hirst Electric Co.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jill McEldowney
NAICS: 238210 UNSPSC: 39000000, 39100000, 39101600, 39101700, 39101800, 39101900, 39111500, 39111501, 39111503, 39111505, 39111506, 39111508, 39111515, 39111520, 39111521, 39111522, 39111524, 39111525, 39111528, 39111530, 39111531, 39111532, 39111533, 39111534, 39111535, 39111538, 39111539, 39111541, 39111543, 39111544, 39111600, 39111603, 39111605, 39111606, 39111608, 39111611, 39111612, 39111613, 39111616, 39111617, 39111618, 39111619, 39111700, 39111704, 39111707, 39111708, 39111709, 39111710, 39111711, 39111712, 39111713, 39111800, 39111801, 39111802, 39111803, 39111804, 39111806, 39111814, 39111815, 39111816, 39111817, 39111818, 39111821, 39111822, 39111823, 39111824, 39111827, 39111828, 39111829, 39111831, 39111900, 39111901, 39111902, 39111905, 39111906, 39111907, 39111908, 39111911, 39112000, 39112004, 39112100, 39112200, 39112300, 39112400, 39112500, 39120000, 39121000, 39121100, 39121200, 39121300, 39121400, 39121500, 39121600, 39121700, 39121800, 39121900, 39122000, 39122100, 39131500, 39131600
Certification Number: WOSB180806
Renewal Date: May 3, 2023
WOSB Regulation Expiration Date: 5/3/2023

Great Lakes Women's Business COUNCIL

Michelle Richards, Great Lakes Women's Business Council President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

WALTON INSURANCE GROUP
RELATIONSHIP ▾ PROTECTION ▾ INNOVATION

April 26, 2023

TO: City of Jackson

RE: Hirst Electric Company

Walton Insurance Group has written this account for over 20 years. They currently have a bonding line established with Employers Mutual Casualty Company with limits of $1,500,000 single/$4,000,000 aggregate. Their accounts are currently in good standing.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued as a bonding reference.

We consider the above indicated a fine account. Please do not hesitate to call should you have any questions.

Sincerely,

Kathy Corden

Kathy L. Corden

Attorney in Fact for Employers Mutual Casualty Company

2929 Spring Arbor Rd, PO Box 3029, Jackson, MI 49204 517-787-2600 800-837-2601

WALTON INSURANCE GROUP
RELATIONSHIP ▾ PROTECTION ▾ INNOVATION

April 26, 2023

To whom it may concern:

RE: Hirst Electric Company
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

3/1/23-24	.90
3/1/22-23	.90
3/1/21-22	.81

If you have any questions, please let us know.

Sincerely,

Kathy Corden

Kathy Corden
Account Manager

2929 Spring Arbor Rd, PO Box 3029, Jackson, MI 49204 517-787-2600 800-837-2601

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2023

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hastings Mutual Insurance Co.	14176
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hirst Electric Company
3522 Scheele Drive
Jackson MI 49202

COVERAGES **CERTIFICATE NUMBER:** CL232626016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CPP9775519	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			ACV9775520	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ULC9828552	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0009592523	3/1/2023	3/1/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson, its agents, representatives, officers and employees are additional insured on general liability.

CERTIFICATE HOLDER

City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David Furnas II/KCORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

R.W. MERCER CO.

2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180
(517) 787-2960 (phone) / (517) 787-1970 (fax)

April 27, 2023

To Whom is May Concern/City of Jackson -

R.W. Mercer Co. has worked with Hirst Electric Company located at 3522 Scheele Drive in Jackson MI for 30+ years. They have been hired as sub-contractors on many R.W Mercer construction projects over the years and come highly recommended.

Please feel free to contact R.W. Mercer at 517-787-2960 if you have any questions.

Sincerely,

Mike Bullinger

Project Manager – General Construction
R.W. MERCER CO.

Paul
Bengel
Mechanical Contractors

420 E. Prospect Ave.
Jackson, MI 49203
PH: (517) 783 2803
Fax:(517) 783 2153

Integrity-Excellence-Performance

January 5, 2022

To Whom It May Concern:

It is with great pleasure that I write this recommendation letter for Hirst Electric. My company has worked with Hirst Electric for over 20 years.

Hirst Electric has always been extremely efficient and reliable from beginning to end of all our projects. What stands out most for me is their problem solving abilities, especially in these times of changing variables, mainly lead times of equipment.

We highly recommend them for any and all professional endeavors. Feel free to contact me directly.

Sincerely,

Kip Jonas
Paul Bengel Company
Email: kip@paulbengel.com
Cell# 517-206-0550

FSD Number

Address Update

Reset

1 of 1

Results per page

25

Sort by

Expiration Date Ascending

HIRST ELECTRIC CO Active Registration

Unique Entity ID:
DGFXA1LBCKR5

CAGE/NCAGE:
7SSK0

Doing Business As:
(blank)

Physical Address:
3522 SCHEELE DR
JACKSON, MI 49202-1218 USA

Purpose of Registration:
All Awards

Expiration Date

Jan 27, 2024

Feedback

HIRST ELECTRIC

Hirst Electric has been in business since 1986. For the past 37 years we have performed residential, commercial, and industrial electrical work. We have a vast amount of experience on projects that include Design/Build, fueling stations, apartment buildings, whole school remodels, transformers, services, energy efficient lighting upgrades, and pole lighting.

Our projects have ranged from $200 to $2 million and we have never missed a deadline. Hirst Electric prides itself on our reputation for performing the highest quality work on schedule.

Jill McEldowney
President
Hirst Electric

Project Name	General Contractor	Project Amount	Work Performed	Date Completed
JCISD Frost Campus	RW Mercer	$1,460,000	Remodel school. Lighting/power/transformer	March of 2023
Andy's Place Apartments	Oakwood Construction	$950,000	Ground up (2) new apartment buildings	February of 2021
American 1 Events Center	Rockford Construction	$640,000	Design/Build Ground up new building	March of 2020
Reading School	Paul Bengal	$365,000	HVAC Mechanical upgrades	March of 2023
Vandercook Lake School	MDL Mechanical	$418,000	HVAC Mechanical upgrades	April of 2023
Country Club of Jackson	RW Mercer	$265,000	Remodel of clubhouse. Lighitng/Controls/Power	February of 2023

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q160508

Electrical Contractor License

MICHAEL L HIRST
3522 Scheele Drive
JACKSON, MI 49202

License No.
6110172

Expiration Date:
12/31/2024

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Master Electrician License

Q575088

MICHAEL L HIRST
5000 WILLIS RD
GRASS LAKE,MI 49240

License No.
6207994

Expiration Date:
12/31/2023

This document is duly issued under the laws of the State of Michigan

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

Journeyman Electrician License

SCOTT MARUSCHAK

330 Hibbard

Jackson, MI 49202

License No:

6339432

Expiration Date:

12/31/2023

EMC Insurance Companies® Document A310 - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hirst Electric Company
3522 Scheele Drive
Jackson, MI 49202

OWNER:
(Name, legal status and address)
City of Jackson
161 W Michigan Ave
Jackson, MI 49201

BOND AMOUNT: 5% of bid

SURETY:
(Name, legal status and principal place of business)
Employers Mutual Casualty Company
1815 South Meyers Road
Oakbrook Terrace, IL 60181

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.

PROJECT:
(Name, location or address, and Project number, if any)
Grounding of home within city

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2023

	Hirst Electric Company
	(Principal) *(Seal)*
(Witness)	*(Title)*
Nancy Sullivan	Employers Mutual Casualty Company
(Witness)	*(Surety)* Pamela K. Bacon *(Seal)*
	(Title) Attorney in Fact

Init. /

061110

This document conforms to the wording and provisions of the AIA A310-2010 bond form.

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

PAMELA K. BACON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Five Million Dollars $5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

SEAL — ILLINOIS EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

1883 — UNION INSURANCE COMPANY OF PROVIDENCE — INCORPORATED — IOWA

1953 — EMC PROPERTY & CASUALTY CO. — INCORPORATED — IOWA

SEAL — EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

SEAL — DAKOTA FIRE INSURANCE COMPANY — CORPORATE — NORTH DAKOTA

SEAL — EMPLOYERS MUTUAL CASUALTY CO. — CORPORATE — DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of May , 2023 .

Ryan J. Springer Vice President

CHECKLIST FOR BID SUBMITTAL

N/A BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

_____ PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

inprogress SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number:_____ if you have received it.

PROPOSAL

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

Date: 5/1/23

In compliance with your invitation for bids dated **March 30, 2023** to perform

ELECTRICAL GROUNDING FOR LEAD LINE REPLACEMENT

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 Cochran Electric Co
   organized and existing under the laws of the State of Michigan
   with offices at 2103 S. Jackson 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 one hundred twenty (120) 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# 38-1299179

(Corporate Seal, if applicable)

Name of Bidder: Matt Hill

Signed By: Matt Hill

Its: Owner-Estimator

BID SHEET

DATE:

PROPOSAL FOR: ELECTRICAL GROUNDING FOR LEAD LINE REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	4/25
2	4/28

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ELECTRICAL GROUNDING FOR LEAD SERVICE LINE REPLACEMENT				
ITEM NO	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL COST**
1	Reconnect grounding to copper piping	1,125 each	483-	543,375-
2	Installation of new grounding to ground rods (if using pex)	1,125 each	697-	784,125-
TOTAL			$	1,327,500-

TOTAL BID WRITTEN OUT: One million three hundred and twenty-seven thousand and five hundred dollars

Submitted Bid:	LINE ITEM #1 ON PAGE 3-24 534,375.00
Labor Costs:	264,375.00
Materials Costs:	177,750.00
~~**Equipment Costs:**~~ Permit	101,250.00
Possible Change Orders:	N/A
Bidder's Name:	Cochran Electric Co.
Address:	2103 S. Jackson St.
City, State, Zip:	Jackson, MI 49203
Telephone:	517-784-7106
Fax:	517-784-9801
Email Address:	matt@cochran-electricco.com
Federal ID Number:	38-1299179
Bid Signed By:	Matt Hill Print or Type
Title:	Owner - Estimator

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 Matt Hill Its Owner - Estimator

CONTRACT COMPLIANCE

DATE: March 30, 2023

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

Matt Hill Cochran Electric 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 Cochran Electric 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: May 1, 2023

By: Matt Hill
(Bidder's Name)

By: [signature]
(Signature)

By: Owner - Estimator
(Title)

2103 S. Jackson 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: Cochran Electric Co

ADDRESS: 2103 S. Jackson St
Jackson, MI 49203

SIGNED BY: Matt Cochran

TITLE: Owner - Estimator

DATE: May 1, 2023

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: 5/1/23

By: Cochran Electric Co
(Bidder's Name)

By: Matt Utz
(Signature)

By: owner-Estimator
(Title)

203 S. Jackson St
Address

Jackson
City

MI 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Matthew Hill, being first duly sworn, deposed and says that:

1. He is Owner of, Cochran Electric 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: ~~5/1/23~~ 5/1/23 By: Cochran Electric
(Company)

By: [signature]
(Title)

Subscribed and sworn to before me, a Notary Public, this 1st day of May, 2023.

Jesa S. Simmons

Notary Public, Jackson County,
My commission expires: 9/23/92

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

no subcontractors

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, MATT HELL an authorized representative of COCHRAN ELECTRIC 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 5/1/23

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Matt Hill	Company Cochran Electric Co
Telephone 517-784-7106	Email Address matt@cochranelectricco.com

Contract or matter pending with the City:

N/A

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 18th day of May, 2023,
By Jessa S. Simmons.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Matt Hill - owner | Estimator

Name and Title of Authorized Representative

Cochran Electric Co

Name of Participant Agency or Firm

Matt Hill 5/1/23

Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Cochran Electric Co
ADDRESS:	2103 S. Jackson St
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-784-7106
OFFICERS:	
President: Matthew Nill	Email Address: matt@cochranelectricco.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

-RESPONSIBLE CONTRACTOR ORDINANCE - #1

With over 96 years of service in the Jackson area, we at Cochran

Electric Co. have established our business as a local leader in the electrical contracting industry. We are a 3rd generation family business started in 1926 and just voted by the readers for *Jackson Magazine* as "Best Electrical Contractor" in Jackson. Currently, Ron Cochran and Robyn Steffen are the current 3rd generation owners and actively run the business.

We are licensed and insured for the convenience and protection of our clients, and we employ IBEW employees to help ensure quality. As a company with seasoned electricians, we can work on control wiring, new installation, troubleshooting or anything electrical.

-RESPONSIBLE CONTRACTOR ORDINANCE - #2

Cochran Electric has never operated under any other name.

-RESPONSIBLE CONTRACTOR ORDINANCE - #3

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes – Electrical Contractor License #6107095 and Master Electrician License #6208771

Ronald E Cochran
2103 S. Jackson St.
Jackson, MI 49203

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q447761

Master Electrician License

RONALD E COCHRAN
4710 PICKETT RD
PARMA, MI 49269

License No.
6208771

Expiration Date:
12/31/2023

This document is duly issued under the laws of the State of Michigan

---

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q143411

Electrical Contractor License

RONALD E COCHRAN
2103 S JACKSON ST
JACKSON, MI 49203

License No.
6107095

Expiration Date:
12/31/2024

This document is duly issued under the laws of the State of Michigan

#3

-RESPONSIBLE CONTRACTOR ORDINANCE - #4

Yes, we keep current copies of all licensing on all our employees. The sub-contractors we hire for this job also have their current licenses to operate in their construction field.

- RESPONSIBLE CONTRACTOR ORDINANCE - #5

We have current I-9 forms on all employees verifying their Employment Eligibility. We will verify with all sub contractor's that they have I-9 verification on all of their employees working on this job.

-RESPONSIBLE CONTRACTOR ORDINANCE - #6

See work history in this folder. Also notate our completion of other previous jobs with the City of Jackson for reference.

-RESPONSIBLE CONTRACTOR ORDINANCE - #7

See attached

- RESPONSIBLE CONTRACTOR ORDINANCE - #8

No current litigations pending.

-RESPONSIBLE CONTRACTOR ORDINANCE - #9

One citation was issued from MIOSHA on 1/19/2022 for not having accident prevention program on site. The penalty was corrected on site and no fee was issued. Summary of Penalties for Inspection Number: 1573188

- RESPONSIBLE CONTRACTOR ORDINANCE - #10

We have never been sited for findings of non-responsibility or non-compliance with respect to any public or private construction project performed. We have never violated this.

-RESPONSIBLE CONTRACTOR ORDINANCE - #11

See attached

- RESPONSIBLE CONTRACTOR ORDINANCE - #12

Staffing by Cochran Electric will be members of IBEW Local Union 252. Staffing by sub and independent contractors will verified by Cochran Electric.

- RESPONSIBLE CONTRACTOR ORDINANCE - #13

All union employees are subject to random drug and alcohol testing at any time.

-RESPONSIBLE CONTRACTOR ORDINANCE - #14

This included in your bonding requirements, see bonding information from J. Ryan Bonding.

-RESPONSIBLE CONTRACTOR ORDINANCE - #15

We will pay our employees the current prevailing wage rates and fringe benefits as required by law. Cochran Electric pays employee's union rates and benefits that are above state requirements.

-RESPONSIBLE CONTRACTOR ORDINANCE - #16

We will ensure our sub contractors obligation to comply with this handbook of ordinances.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2022

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

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

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 244-740-7 COCHRAN ELECTRIC CO 2103 S JACKSON ST JACKSON, MI 49203-4589	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 7**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	9229625	03/01/2022	03/01/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	9229625	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9229626	03/01/2022	03/01/2023	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
A	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	N/A	N	9229627	03/01/2022	03/01/2023	[X] 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	BUSINESS ERRORS/OMISSIONS	N	N	9229628	03/01/2022	03/01/2023	PER CLAIM	$500,000
							AGGREGATE	$500,000

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

07

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

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

Michael G Kerr

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-RESPONSIBLE CONTRACTOR ORDINANCE - #17

-RESPONSIBLE CONTRACTOR ORDINANCE - #18

State licensed foreman and years of electrical services.

-RESPONSIBLE CONTRACTOR ORDINANCE - #19

See attached

-RESPONSIBLE CONTRACTOR ORDINANCE - #20

Quality checks are performed throughout the project and verified with blue print specs and weekly meetings.

-RESPONSIBLE CONTRACTOR ORDINANCE - #21

Rest assured we will do our best. Delivery times are unpredictable at this time due to economy and availability of materials.

-RESPONSIBLE CONTRACTOR ORDINANCE - #22

Cochran Electric has completed at least (5) projects with the City of Jackson similar to this project. See attached

-RESPONSIBLE CONTRACTOR ORDINANCE - #23

The ratio of Masters or journeyman to apprentices is dictated by the State of Michigan. Simply, the law requires a ratio of one apprentice to one journeyman or master on all projects excluding residential.

-RESPONSIBLE CONTRACTOR ORDINANCE - #24

See attached letter from Federated Insurance Co. regarding the last three year of "EMR"

5405 E. Michigan Ave
Jackson, MI 49201

Lester Brothers
EXCAVATING • TRUCKING • SEPTIC MAINTENANCE

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

03/28/2022

TO WHOM IT MAY CONCERN:

It is my pleasure to recommend Cochran Electric Company to you. We have had a great business relationship with them for almost 20 years and we consider them very reliable.

We work with them on many projects as they fit in with our scope of work. We do many different things here at Lester Brothers and they have worked with us on many projects. We do directional drilling and have done many jobs for them as we dig underground to help with their electrical needs and will continue to do so.

We would highly recommend this company.

Should you wish to discuss my recommendation further, please do not hesitate to call.

Sincerely,

Bill Lester JR

517-206-3202

#19

To; The City of Jackson Michigan March 28, 2022

Cochran Electric Company has been our electrical contractor of choice for many years. Their technical knowledge as well as their knowledge of various electrical codes and regulations have guided us through many complex installations and refurbishments, as well as minor daily repairs. Their electrical crews have been professional, courteous and have the left the job site in a clean and organized manner and projects completed in a timely fashion. Their pricing has been fair and reasonable. Therefore, I would recommend Cochran Electric for any installation or repair projects that may arise.

Sincerely,

Eric Weidner
Project Engineer
HB Fuller
Company 4401
Page Ave.
Michigan Center, Mi. 49254

#19

Customer/Location	Start	Type of wk	Contract amt	C.O's
JC Athletic Field	9/20/2022	electrical	901,308.00	43,201.00
FV Operations / Leoni WWTP	Nov-21	electrical	771,829.00	42,215.00
City of Jackson/ Morrell St.	Jul-21	electrical	52,674.00	
City of Jackson/Cooley Place & Biddle	Oct-21	electrical	47,399.00	
City of Jackson/ Louis Glick	May-21	electrical	43,570.00	
City of Jackson/Water Treatment Plant	Feb-21	electrical	83,118.00	19,268.00
Jackson County / Cascades Park	Sep-20	electrical	123,800.00	2406
Mercer/ Potter Center	Jul-21	electrical	279,074.00	
Alro Steel/Potterville	Jun-19	Hi-Voltge	49,000.00	
Jackson Industrial Const	Oct-19	new building	193,851.00	6149
Jackson Road Comm	Feb-19	new building	210,857.00	18,780
Mercer / Atkinson Hall	Jul-19	Remodel	18,041.00	
City Jackson/ MLK	Jun-20	electrical	217,277.21	
Bailey/JCC	Jul-19	Fitness Trail	651,127.00	16,854.00

#22

INSUR4NCE
CLIENT CONTACT CENTER
121 E Park Square
Owatonna, MN 55060

January 1 1, 2023

To Whom It May Concern:

This letter is in response to a request made for the experience modification rating for:

Cochran Electric Co
2103 S Jackson St
Jackson, Ml 49203

This information has been reported to Federated Mutual Insurance Company by the applicable Worker's Compensation Bureau for the State of Michigan on Worker's Compensation policy #9229627:

Effective	Experience Modification Rate
03/01 /2022 - 03/01 /2023	.79
03/01/2021 03/01/2022	.78
03/01/2020 - 03/01/2021	.79

If you have questions regarding the information that has been provided, please feel free to contact us.

Sincerely,

Heidi Ramirez
Client Contact Center
Federated Mutual Insurance Company
Phone: (888)333-4949
Fax: (507)446-4664

Federated Mutual Insurance Company • Federated Service Insurance Company* Federated Life Insurance Company • Federated Reserve Insurance Company* • Granite Re, Inc.* LF-6.I Ed. 3-17 | federatedinsurance.com I *Not licensed in all states. 0 2017 Federated Mutual Insurance Company

#24

-RESPONSIBLE CONTRACTOR ORDINANCE - #25

Cochran Electric electricians are trained by the LU 252 on safety and we have a safety manual and safety meetings.

-RESPONSIBLE CONTRACTOR ORDINANCE - #26

Documentation of journeyman certification can be provided for each project upon award of contract

-RESPONSIBLE CONTRACTOR ORDINANCE - #27

Cochran Electric will draw from our existing work force which are all local residents. If we need to call for additional man power they will be provided by the LU 252.

-RESPONSIBLE CONTRACTOR ORDINANCE - #28

IBEW LU252 is an equal employment opportunity employer, which is where we pull our workforce from.

-RESPONSIBLE CONTRACTOR ORDINANCE - #29

As stated in answer 28.

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: May 23, 2023

SUBJECT: Approve Conditional Phase One Facility License Class C Grower Establishment to Healthy Hi, Inc. Per Ordinance No. 2020-20. Section 16-516

Recommendation:

Approve conditional Phase One facility licenses for Healthy Hi, Inc. One Class C Grower License at 619 E. Washington Ave, per Ordinance No. 2020-20, Section 16-516 Authorize the City Attorney to prepare the Development Agreement, and Authorize the City Manager to sign the Development Agreement.

Attachments: Attached is the memo from Shane LaPorte, Director of Community Development, and pre-qualification letter.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: Council Meeting- May 23, 2023

RECOMMENDATION: Approve Conditional Phase One Facility License for a Class C Grower Establishment to Healthy Hi, Inc as Per Ordinance Section 16-516

SUMMARY

Healthy Hi, Inc submitted an application for building and site plan review for a Class C Grower Facility to be located at 619 E Washington Ave, this was done in accordance with City Ordinance Section 16-516 License Application Process and Submissions. The applicant's site and building plans were reviewed by City Staff, all plans were found to be in accordance with building and site requirements. On May 12rd 2023. The Marihuana License Committee met to review compliance with applicable ordinances that pertain to Phase 1 of the licensing process, it was determined that all criteria was met.

BUDGETARY CONSIDERATIONS

At present there are no budgetary considerations because the applicant has submitted the requisite application fee and escrow funds intended to cover the associated staff time. However, these fees are not intended to cover building permit costs, each of which will be assessed separately

HISTORY, BACKGROUND and DISCUSSION

Ordinance Section 16-516 clearly outlines the process for consideration of a marihuana facilities, including the use types, quantities, and timeframe. City Council is presently only considering the facility application (phase one) which affords the applicant the ability to seek a building permit no sooner than 30 days after Council action. Approval would also permit the City Attorney to prepare the Development Agreement and the Manager to sign the development agreement which ensures that the applicant completes the project as denoted on the plans and accompanied future operational commitments.. Building permits can be sought immediately thereafter. The subsequent review phase (entity) will not commence until a building permit is granted

POSITIONS

Staff recommends approval of Conditional Phase One Facilities License as all requirements have been met.

JG

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

VIA ELECTRONIC MAIL

Date: December 15, 2021

Addressee: Healthy Hi Inc
Address: 4312 East Grand River Avenue
Howell, MI 48843

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MMFLA and associated rules are completed. A state operating license for a marihuana facility cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status. This prequalification status will expire two years from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/mraonline or your application may be submitted by mail as follows:

Mailing Address:
Marijuana Regulatory Agency
Medical Facilities Licensing Section
P.O. Box 30205
Lansing, MI 48909

Sincerely,

Licensing Division
Marijuana Regulatory Agency

Site and Floor Plans

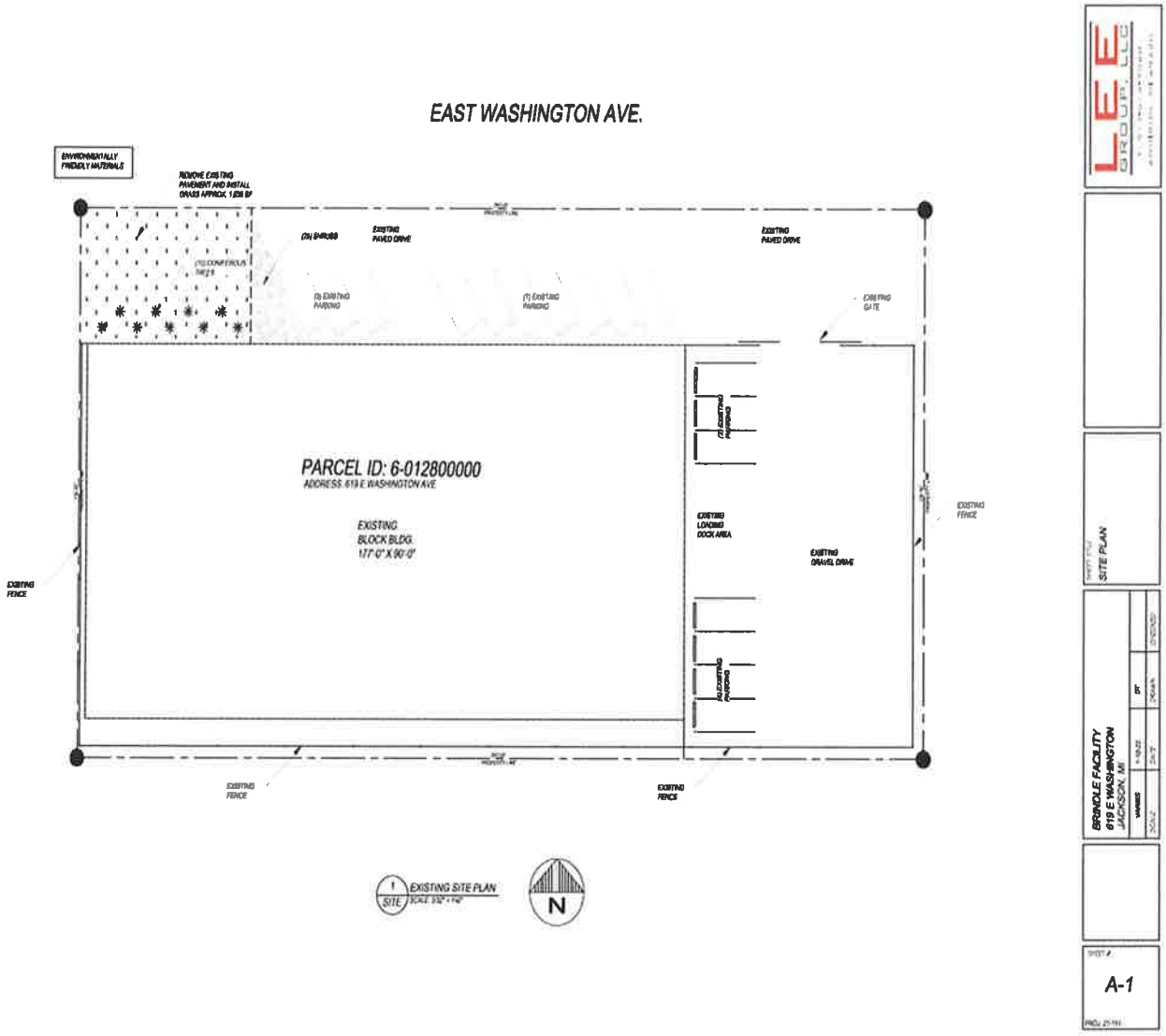
619 E. Washington Ave
Jackson, MI 49203

Building 24,030 sq ft

Parking:

TOTAL: **17 parking spaces**

Site Plan



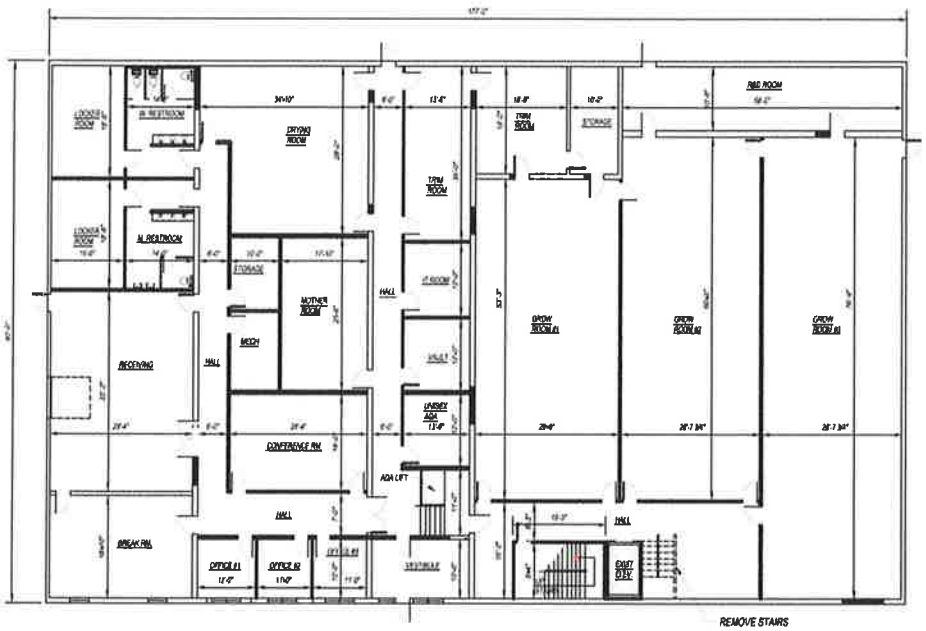
LEE GROUP, LLC

BRINDLE FACILITY
619 E WASHINGTON
JACKSON, MI

SHEET TITLE: SITE PLAN

SHEET #: A-1

Floor Plan



1 A-2 FLOOR PLAN

LEGEND.

EXISTING WALLS

NEW FRAMED WALLS

LEE GROUP, LLC

FLOOR PLAN

HEALTHY HI
839 E WASHINGTON
JACKSON, MI

A-2

JACKSON
Founded 1829

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

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 23rd, 2023

SUBJECT: **Amendment to the City's Chapter 28 PILOT Ordinance**

Recommendation: Approve an Ordinance amending Chapter 24, Taxation, of the Code of Ordinances by adding Article VIII, Sections 24-121 through 24-131 to provide for the approval of an exemption from ad valorem property taxes for housing being developed or rehabilitated for workforce housing under the authority of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, as amended by MCL 125.1415a

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: **Council Meeting May 23rd, 2023**

RECOMMENDATION: Amendment to the City's Chapter 28 PILOT Ordinance

SUMMARY

It is a proper public purpose for the City of Jackson to provide for and encourage the development or rehabilitation of such housing by exempting workforce housing from all ad valorem property taxes imposed by any taxing jurisdiction and providing for payment of an annual service charge for public services in lieu of all such taxes. A PILOT, or service charge payment of 10% of Shelter rents in lieu of taxes, is an effective means of incentivizing the construction of workforce housing. The City of Jackson is authorized by section 15a of Public Act 346 of 1966, as amended, MCL 125.1415a, to establish a service charge to be paid in lieu of taxes with respect to new or rehabilitated workforce housing in an amount it chooses, but not an amount that exceeds the taxes that would be paid but for this section. Workforce housing is also a public necessity, and as the City of Jackson will be benefited and improved by such housing, encouraging the same through ad valorem property tax exemption is a valid public purpose. Additionally, the stability and predictability of the service charge paid in lieu of all ad valorem property taxes during the periods as contemplated by this ordinance is essential to the determination of economic feasibility of workforce housing projects that are developed or rehabilitated in reliance on such tax exemption.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

City Council recently approved a purchase agreement with Green Development Ventures, LLC (Allen Edwin Homes) dated March 23, 2023 for their purchase of up to 136 City lots for new construction of single family homes. This initiative is designed to bring infill housing throughout the City in strategically designated areas, with new home construction at an affordable rental price point. As part of this project, the City will seek to take advantage of recently adopted state legislation (PA 239 of 2022, MCL 125.1415a) that took effect on December 13, 2022. Related to the purchase agreement with Green Development Ventures, PA 239 amended the State Housing Development Authority Act to exempt a housing project that is being developed or rehabilitated for workforce housing and that is located in a municipality that approves the project from all ad valorem property taxes imposed by the State or by any political subdivision, public body, or taxing district of the State. The legislation further prescribes the amount of annual service charge (PILOT) that an owner of a project described above must pay in lieu of taxes; and requires the owner of the housing project to allocate the benefits of any tax exemption exclusively to income-qualifying individuals or families, workforce housing, or to the maintenance and preservation of the housing project.

Under PA 239, this exemption applies to a housing project that is subject to a municipal ordinance that is adopted by the City to approve a housing project for tax exemption. The approval or denial of a tax exemption must be in accordance with an ordinance or resolution concerning the selection of workforce housing projects that are adopted by the City. In accordance with paragraph five (5) of the purchase agreement, Green Development Ventures' exclusive right to purchase the lot(s) is subject to the due diligence period and "*the City's full and final approval of a tax-exemption for the Lots in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to Purchaser*."

In light of the foregoing, accompanying this Department Report is a proposed Workforce Housing PILOT Ordinance for first reading. The Ordinance is a legal requirement under PA 239 (Sec. 15a(1)(b)) to effectuate any future application of projects of this type for an ad valorem tax exemption. Unlike other City-approved PILOTS, this Ordinance will require a project-specific resolution to be subsequently adopted by City Council for project approval, and upon receipt and payment of the application by the developer and if the required ordinance criteria are met. The resolution which will further set forth the parameters of the PILOT on the specified properties, amount to be paid (which for a new construction project will be 10% of the annual shelter rents obtained from the project) consistent with the Ordinance requirements. Consistent with the PA 239, the Ordinance requires the exemption from taxation to remain in effect for no more than 15 years if the housing project remains subject to a covenant running with the land that restricts the use of the housing project to workforce housing.

City staff recommends approval of the accompanying Workforce Housing PILOT Ordinance for first reading.

POSITIONS

City staff recommends approval of the accompanying Workforce Housing PILOT Ordinance for first reading

ATTACHMENTS

ORDINANCE NO. ____

An Ordinance amending Chapter 24, Taxation, of the Code of Ordinances of the City of Jackson, Michigan by adding Article VIII, Sections 24-121 through 24-131 to provide for the approval of an exemption from ad valorem property taxes for housing being developed or rehabilitated for workforce housing under the authority of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, as amended by MCL 125.1415a

WORKFORCE HOUSING PILOT ORDINANCE

THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN, ORDAINS:

Sec. 24-121. Title. This Ordinance shall be known and cited as the "City of Jackson Workforce Housing PILOT Ordinance."

Sec. 24-122. Preamble.

It is a proper public purpose for the City of Jackson to provide for and encourage the development or rehabilitation of such housing by exempting workforce housing from all ad valorem property taxes imposed by any taxing jurisdiction and providing for payment of an annual service charge for public services in lieu of all such taxes. A PILOT, or service charge payment in lieu of taxes, is an effective means of incentivizing the construction of workforce housing. The City of Jackson is authorized by section 15a of Public Act 346 of 1966, as amended, MCL 125.1415a, to establish a service charge to be paid in lieu of taxes with respect to new or rehabilitated workforce housing in an amount it chooses, but not an amount that exceeds the taxes that would be paid but for this section. Workforce housing is also a public necessity, and as the City of Jackson will be benefited and improved by such housing, encouraging the same through ad valorem property tax exemption is a valid public purpose. Additionally, the stability and predictability of the service charge paid in lieu of all ad valorem property taxes during the periods as contemplated by this ordinance is essential to the determination of economic feasibility of workforce housing projects that are developed or rehabilitated in reliance on such tax exemption.

Sec. 24-123. Definitions.

(A) “Area median income” means the median income for the area as determined under section 8 of the United States housing act of 1937, 42 USC 1437F, adjusted for family size.

(B) “Authority” means the Michigan State Housing Development Authority.

(C) “Shelter Rent” means the rental or carrying charges established for occupancy in housing projects, exclusive of payments for taxes and charges for heat, light, water, cooking fuel, and other necessary utilities.

(D) “Taxable value” means taxable value as calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

Sec. 24-124. Authorization and Establishment of Workforce Housing PILOT.

(A) The class of housing projects to which the tax exemption shall apply and for which a service charge may be paid in lieu of all ad valorem property taxes are housing projects being developed or rehabilitated for workforce housing. "Workforce housing" means rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income published by the United States Department of Housing and Urban Development.

(B) Workforce housing and the property on which such housing is or will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. Construction must start within one year of the date of the Authority's notification of exemption.

(C) In lieu of payment of ad valorem property taxes, the City of Jackson will accept payment of an annual service charge in lieu of all ad valorem property taxes for public services from the owner of a housing project having a certified notification of exemption in accordance with the following:

(1) Subject to subsections (D), (E) and (F), for a new construction project, an amount that is the greater of the tax on the property on which the project is located for the tax year proceeding the date on which the construction is commenced or 10% of the annual Shelter Rents obtained from the project.

(2) Subject to subsections (D), (E) and (F), for a rehabilitation project, an amount that is the lesser of the tax on the property on which the project is located for the tax year proceeding the date on which rehabilitation is commenced or 10% of the annual Shelter Rents obtained from the project.

(3) The service charge paid in lieu of taxes shall not exceed the amount in ad valorem taxes that an owner would have otherwise paid if the workforce housing project were not tax exempt.

(D) Notwithstanding the provisions of MCL 125.1415a(3)(b) and 125.1415a(7) to the contrary, a contract shall be deemed effected between the City of Jackson and the owner of the workforce housing to provide a tax exemption and accept service charge payments in lieu of taxes as previously described by this section upon the adoption of a project-specific resolution by the Jackson City Council.

(E) Notwithstanding subsection (C), the service charge paid each year in lieu of taxes for that part of a workforce housing project that is tax exempt under this Ordinance but not used for workforce housing must be equal to the full amount of the taxes that would be paid on that portion of the project as if the project were not tax exempt. The owner of the project shall allocate the benefits of any tax exemption granted pursuant to this Ordinance exclusively to workforce housing or to the maintenance and preservation of the housing project as a safe, decent, and sanitary workforce housing.

(F) The annual service charge under subsection (C) for a workforce housing project that is tax exempt under this Ordinance must be increased by the additional amount if both of the following requirements are met:

(1) Not later than 45 days after the county treasurer's receipt of the certified notification of the exemption, the Jackson County Board of Commissioners passes a resolution, by majority vote, that provides that the additional amount must be paid.

(2) The approval of the resolution described in subparagraph (1) is in accordance with an ordinance or resolution adopted by the Jackson County Board of Commissioners concerning the factors to be considered when assessing whether the additional amount must be paid.

(3) "Additional amount" means an amount equal to the difference between the following:

(a) The millage rate levied for operating purposes by the county in which the housing project is located multiplied by the current taxable value of that housing project.

(b) The amount of the annual service charge paid in lieu of ad valorem property taxes by the housing project under subsection (4)(C) that is distributed to the county in which the housing project is located pursuant to MCL 125.1415a(5).

Sec. 24-125. <u>Workforce Housing PILOT Application, Review and Approval Process.</u>

(A) An applicant for a workforce PILOT must own the property that is the subject of the application or must be the purchaser under a purchase or option agreement. The property that is the subject of the application must be zoned for the use at the time of application.

(B) Prior to applying for a workforce housing PILOT, the applicant is encouraged to meet with the City Manager, Director of Community Development, Treasurer, Assessor and any other person as may be designated by the City Manager and present the proposed workforce housing project. The presentation may include a description of the applicant's organizational structure, describe the applicant's development experience, describe the scope of the workforce housing project, including location, number of units and types of units, and typical floor plans and exterior elevations, schedule with projected milestones, and estimated shelter rents.

(C) The applicant shall submit its request for a PILOT using the form provided by City Assessor and/or Community Development Department and include the information identified in subsection (B) above together with a zoning compliance letter.

(D) If a complete application is received no less than 20 days prior to the next regularly scheduled City Council meeting, the Jackson City Clerk will place the request on the agenda of the next regularly scheduled meeting. If the application is received less than 20 days prior to the next regularly scheduled City Council meeting, the application shall be placed on the agenda of

the regular meeting that follows the next regularly scheduled meeting or the agenda for a special meeting scheduled by the City Council at the request of the applicant.

(E) When reviewing an application for a workforce housing PILOT, the decision to approve or deny the request shall be guided by the City Council's consideration of the following factors:

(1) Whether the PILOT will increase the number of available workforce housing units in the City.

(2) Whether the PILOT will reduce the functional obsolescence of an existing building or housing unit(s).

(3) Whether the PILOT is likely to encourage expansion of the population of City.

(4) Whether the location of the workforce housing is consistent with the goals and objectives of the City of Jackson Master Plan.

(5) Whether the development or rehabilitation of the workforce housing requires zoning variances and results in the continuation of a nonconforming use.

(6) Whether the PILOT will result in the provision of housing amenities.

(7) Whether the PILOT will facilitate provision of an attractive, viable housing units.

(F) Approval of a PILOT for workforce housing requires passage of a resolution of approval by a majority vote of the City Council that includes the findings with respect to the standards of subsection (E) above.

(G) If the PILOT application is approved, the City Clerk will deliver to the applicant a certified copy of the resolution approving the application.

(H) To defray the administrative cost of processing an applicant for a workforce housing PILOT, the City Council shall include a workforce housing application fee in its annually adopted fee schedule.

Sec. 24-126. <u>Authority Affidavit and Assessor Notification.</u>

(A) Upon receipt of the certified PILOT approval resolution, the applicant must submit an affidavit to the Authority in the form required by the Authority for certification by the Authority that the project is eligible for a PILOT.

(B) Upon receipt of notification from the Authority that the project is eligible for a PILOT, the applicant must file the notification of exemption with the City Assessor before November 1 of the year preceding the tax year in which the exemption is to begin.

(C) Not later than 5 business days after receipt of the certified notification of the exemption, the City Assessor shall provide a copy of the certified notification of the exemption to the county treasurer.

Sec. 24-127. Payment of PILOT.

(A) The owner of the workforce housing shall remit the annual PILOT payment to the City Treasurer no later than February 14th. Any PILOT payment or portion of PILOT payment remaining unpaid as of the due date shall bear interest at 1% per month and require payment of a 3% penalty fee. The PILOT payment shall be accompanied by an estimate of shelter rents for the current calendar year and a certified roll of shelter rents for the preceding calendar year.

(B) Except as otherwise provided in this section and section 24-124, any payments for public services under this Ordinance shall be distributed to the governmental units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The distribution to those governmental units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for those purposes in 1993 minus the number of mills levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, for the year for which the distribution is calculated. The amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection must not be distributed to the local school district but instead must be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

Sec. 24-128. Duration.

The tax-exempt status of a housing project approved as workforce housing by resolution of the City Council shall be encumbered by a covenant running with the land that restricts the use of the housing project to workforce housing for a period not to exceed 15 years or such greater or lesser period of time as may be authorized by state law and as may be approved by the PILOT resolution passed by majority vote of the City Council.

Sec. 24-129. Severability.

The provisions of this Ordinance shall be deemed to be severable, and should any provision be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Ordinance as a whole or provision of this Ordinance, other than the provision so declared to be unconstitutional or invalid.

Sec. 24-130. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent necessary to give this ordinance full force and effect.

Sec. 24-131. <u>Effective Date.</u>

This Ordinance shall become effective thirty (30) days after final passage in accordance with the City Charter Sec. 9.10.

At a regular meeting held on _____, 2023, on motion made by _____ and supported by _____, this Ordinance was adopted on ____ __, 2023 by a ___ - ___ vote.

AYES:

NAYS:

ORDINANCE 2023-___ IS ENACTED.