



AGENDA - CITY COUNCIL

Tuesday, January 30, 2024

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation will be given by 6th Ward Councilmember Will Forgrave.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Presentation by Rehmann, LLC, of the City of Jackson's Audit Report for Fiscal Year Ended June 30, 2023.

Receipt of City of Jackson's Audit Report for Fiscal Year Ended June 30, 2023.

6. PUBLIC HEARINGS.

A. Conduct a Public Hearing to Receive Citizen Comment on the City's Housing and Community Development Needs

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs to assist in the development of the City's Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

B. Hearing of Necessity - Lansing Avenue from Steward Avenue to Clinton Road

Conduct a Hearing of Necessity to consider street reconstruction on Lansing Avenue from Steward Avenue to Clinton Road after which consider a resolution ordering the construction and preparation of the special assessment roll.

- C. Hearing of Necessity - MLK from South Street to Morrell Street

Conduct a Hearing of Necessity for street reconstruction on Martin Luther King Jr. Drive from South Street to Morrell Street, and upon completion of the hearing consider a resolution ordering the construction and preparation of the special assessment roll.

- D. Hearing of Confirmation - Special Assessment Roll No. 3441 Oakridge Drive; Glen to Grovendale

Recess as City Council, convene as the Board of Review and conduct a public hearing of confirmation regarding Special Assessment Roll No. 3441. After completion of the hearing, consider a resolution confirming the special assessment roll.

- E. Hearing of Confirmation - Special Assessment Roll No. 3442 Blakely; Elm to Orange

Conduct a public hearing of confirmation regarding Special Assessment Roll No. 3442 for construction on Blakely from Elm to Orange, after which consider a resolution confirming the special assessment roll.

- F. Hearing of Confirmation - Special Assessment Roll No. 3443 Blakely; Orange to Pleasant

Conduct a public hearing of confirmation regarding Special Assessment Roll No. 3443 for street construction on Blakely from Orange to Pleasant, after which 1. adjourn as a Board of Review and reconvene as City Council and 2. consider a resolution confirming the special assessment roll.

7. CITIZEN COMMENTS.

(3-Minute Limit)

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

- A. City of Jackson, Michigan Financial Statements as of and for the Five Months Ended November 30, 2023

9. CONSENT CALENDAR.

Consent Action

- A. Minutes of the regular City Council Meeting on December 12, 2023
- B. Special Event Application: Blessing of the Bikes
Approve a request from Biker's Against Bullies to host the Blessing of the Bikes on May 4, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.
- C. Resignation from the Human Relations Commission
Accept with regret, the resignation of Shalanda Hunt from the Human Relations Commission.
- D. Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight - Ganson & Steward
Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Ganson Street and Steward Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.
- E. Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight at Griswold and Fourth
Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Griswold Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate documents.
- F. Resignation from Affordable Housing Development Board
Accept with regret, the resignation of Shaunta M. Patton from the Affordable Housing Development Board.
- G. DDA Non-Profit Organization Resolution
Consider a resolution recognizing the Downtown Development Authority as a non-profit organization operating in the City of Jackson.
- H. Special Event Application: Groundhog Gallop
Approve a request from Grow Jackson to host the Groundhog Gallop on February 3, 2024 at Parkside Middle School and on the Martin Luther King,

Jr. Equality Trail.

I. Special Event Application: Fairy Festival

Approve a request from the Jackson School of the Arts to host their Fairy Festival April 20th, 2024, in Parking Lot #6, and the streets of downtown Jackson.

J. Special Event Application: Blizzard Bazaar

Approve a request from the Jackson Downtown Development Authority to host their Blizzard Bazaar on Saturday, February 24, 2024, from 12 pm – 4 pm in downtown Jackson.

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Approval of the Corrective Action Plan for “Actual Expenditures Exceeding the Amounts Authorized in the Budget”

Approval of the Corrective Action Plan as of June 30, 2023, for “Actual Expenditures Exceeding the Amounts Authorized in the Budget”.

B. Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Projects Fund

Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2023.

C. JNET Interlocal Agreement

Approve JNET Interlocal Agreement

D. Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc.

Approve Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc. in the increased amount of \$63,385.86 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

E. Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc.

Approve Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the decreased amount of \$35,955.01 to balance contract quantities to match quantities placed in the field and

authorize the City Manager and City Engineer to execute the appropriate document.

- F. Change Order 4 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.

Approve balancing Change Order 4 to the HMA Patching contract with Bailey Excavating, Inc. in the increased amount of \$3,320.76 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

- G. Resolution for the Grant Agreement with the Michigan State Housing Development Authority

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) grant, authorize the City Manager to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

- H. Approval of the City of Jackson Recreation Plan for 2024-2028 as recommend by the Parks and Recreation Board

Approve the 2024-2028 Parks and Recreation Department Master Plan and Resolution of support.

- I. Sale of City owned property located at 600 West Biddle Street, to Rehab Your Home LLC for \$6,050.00.

Approve the sale of City owned property located at 600 West Biddle Street, to Rehab Your Home LLC for \$6,050.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

- J. Sale of City residential property located at 1034 Williams St to Rehab Your Home LLC for \$3,000.00

Approve the sale of City owned property located at 1034 Williams Street, to Rehab Your Home LLC for \$3,000.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications

- K. Approve Fee Schedule for the Jackson Fire Department Safety Inspection Program

Approve the resolution and fee schedule for the fire inspection safety program

- L. Approval of proposed rezoning/map amendments.

Approval of proposed rezoning/map amendments for 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial, as recommended by the City of Jackson Planning Commission on January 3, 2024.

- M. Approval for Mary Tallman to raise money to restore and preserve the Dr. William H. Palmer Mausoleum in Woodland Cemetery.

Approval for Mary Tallman to raise money to restore and preserve Dr. William H. Palmer Mausoleum at Woodland Cemetery and to move forward with the memorandum of understanding with the City Attorneys office which will cover fiduciary information, necessary insurance and certified architect details.

- N. Change Order 1 of DWSRF FY 2023 Improvements

Approval of Change Order No. 1 to the Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Improvements contract with Monroe Plumbing & Heating, Co., in the increased amount of \$41,437.27, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

- O. Grant of Easements to Jackson County for Construction of Mike Levine Lakelands Trail Extension on city-owned Parcels.

Grant easements to Jackson County for the construction of the Mike Levine Lakelands Trail Extension on city-owned parcels and authorize the City Manager and City Clerk to execute the appropriate document.

- P. Approval of the Jackson Public Schools Millage Proposal and supportive resolution to provide earmarked funds to operate a system of public recreation and playgrounds with the City of Jackson.

Approval of the Jackson Public Schools Millage Proposal and supportive resolution to provide earmarked funds to operate a system of public recreation and playgrounds with the City of Jackson.

- Q. Amendment 1 to the WWTP Culvert Engineering Contract.

Approve Amendment 1 to the WWTP Culvert Engineering contract with Fishbeck, Inc. of Grand Rapids, Michigan in the increased amount of \$46,200.00 for construction inspection services, and authorize the City Manager and City Engineer to sign the appropriate document.

- R. Approve Contract Award – Blakely Avenue: Elm Avenue to Pleasant Street.

Approve the Contract Award for Street Reconstruction with Water and

Sanitary Sewer Replacement on Blakely Avenue: Elm Avenue to Pleasant Street to Bailey Excavating, Inc. of Jackson, Michigan and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

- S. Approve Contract Award – Oakridge Drive: Glen Drive to Grovedale Avenue.

Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Oakridge Drive: Glen Drive to Grovedale Avenue to Concord Excavating of Concord, Michigan and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

- T. Professional Engineering Services Contract with Fishbeck, for the Design and Construction Administration of the Clean Water State Revolving Fund Project at the Wastewater Treatment Plant.

Approve the Professional Engineering Services Contract with Fishbeck of Lansing, Michigan for the Design and Construction Administration of the Fiscal Year 2024 Clean Water State Revolving Fund project at the Wastewater Treatment Plant for the amount of \$1,510,000.

- U. Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.

Approve Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$39,149.00, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

- V. Acceptance of Donation from IST for the Purchase of a Drone

Approve the City Manager to sign an agreement with Industrial Steel Treating (IST) and to accept a cash donation for the purchase, deployment, and training to create a drone program within the Jackson Fire Department.

- W. Request to Adopt a Resolution to Apply for RAISE 2024 Discretionary Grant - Page Avenue-Elm Avenue-Washington Avenue Corridor.

Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2024 Discretionary Grant Program.

12. CITY COUNCILMEMBER'S COMMENTS.

13. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 16, 2024
SUBJECT: Conduct a Public Hearing to Receive Citizen Comment on the City's Housing and Community Development Needs

Recommendation:

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council conduct a Public Hearing to receive citizen comment on the City's housing and community development needs as part of the development of the 2024 – 2025 Annual Action Plan for CDBG/HOME funds. No action is required at the close of the Public Hearing.

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

JG

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: January 16, 2024

RECOMMENDATION: Conduct a Public Hearing to Receive Citizen Comment on the City's Housing and Community Development Needs

ISSUE STATEMENT

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs to assist in the development of the City's Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

DESCRIBE THE CONSEQUENCES

HUD regulation at 24 CFR 91.105(e) and the City's Citizen Participation Plan require a hearing allowing the public to identify housing and non-housing community development needs be held during the development of the annual action plan. Council must consider all comments received, either oral or written, with a summary of those comments incorporated in the action plan. Failure to comply with HUD and City regulations could jeopardize receipt of future federal grant funds.

OWNERSHIP

Notice of the Public Hearing was published in the *Jackson Citizen Patriot / Mlive* on Saturday, January 6, 2024. Development of the 2024 – 2025 Annual Action Plan is underway with the draft plan being available for a 30-day public comment period on or about March 15, 2024. Community Development staff are responsible for the organization of all comments received, and must draft an annual action plan according to the community needs expressed relative to the funds available and the direction outlined by City Council.

SOLUTION

City Council should conduct a Public Hearing to receive citizen comment on the City's housing and community development needs. No other action is required at this time, and there are no budgetary considerations associated with the Public Hearing.

FACILITATE IMPLEMENTATION

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs to assist in the development of the City's Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

RESOLUTION
STREET RECONSTRUCTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street reconstruction on Lansing Avenue from Steward Avenue to Clinton Road the following estimated costs, to wit:

Federal STP Grant Funds	\$988,800
Street Construction Assessments	\$324,566
Major Street Funds	<u>\$690,376</u>
Total Project Cost	\$2,003,742

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 30th day of January, 2024 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

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

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

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

* * * * *

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

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 30th day of January, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 31st day of January, 2024.

Andrea Muray, City Clerk

RESOLUTION
STREET RECONSTRUCTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street reconstruction on Martin Luther King Jr. Drive from South Street to Morrell Street the following estimated costs, to wit:

Federal RAISE Grant Funds	\$6,785,894
Street Construction Assessments	\$ 959,894
Major Street Funds	<u>\$ 14,064</u>
Total Project Cost	\$7,759,852

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 30th day of January, 2024 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

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

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

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

* * * * *

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

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 30th day of January, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 31st day of January, 2024.

Andrea Muray, City Clerk

RESOLUTION
STREET RECONSTRUCTION ON OAKRIDGE DRIVE

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Oarkridge Drive, from Glen to Grovendale which assessments were by him placed on Assessment Roll No. 3441 in the amount of \$58,432.53 and reported to the City Council as its meeting held on the 30th day of January, 2024; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, January 30, 2024, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3441 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.35% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 30th day of January, 2024.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson, Michigan, on
this 31st day of January 2024.

Andrea Muray, City Clerk

January 17, 2024

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

Please place on the agenda for Tuesday, January 30, 2024, the following special assessment roll(s), setting a public hearing for confirmation on **Tuesday, January 30, 2024**:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
3441	Reconstruct Oakridge, Glen to Grovedale	\$58,432.53	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, January 30, 2024.

Sincerely,



Deborah Koehn
Senior Appraiser

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

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3441 RECONSTR OAKRIDGE	3-282900000 BACON CRISSIE C LE 1006 OAKRIDGE DR JACKSON MI 49203	0.00 0.00	0.00		0.00	15,000.00 0.00	15,000.00
2830 LOTS 115 & 116 ESSEX HEIGHTS #2							
3441 RECONSTR OAKRIDGE	3-283100000 CURRIER AUSTIN ET AL 1010 OAKRIDGE DR JACKSON MI 49203	0.00 0.00	0.00		0.00	15,000.00 0.00	15,000.00
2832.1 LOT 117 & E 1/2 OF LOT 118 ESSEX HEIGHT NO 2							
3441 RECONSTR OAKRIDGE	3-283200000 WINTER DANIEL 1014 OAKRIDGE DR JACKSON MI 49203	0.00 0.00	0.00		0.00	13,432.53 0.00	13,432.53
2833 W 1/2 OF LOT 118 & ALL OF LOT 119 ESSEX HEIGHTS NO 2							
3441 RECONSTR OAKRIDGE	3-283500000 FRENCH IRVING C REVOCABLE TRUST 1015 OAKRIDGE DR JACKSON MI 49203	0.00 0.00	0.00		0.00	15,000.00 0.00	15,000.00
2836 LOTS 121 & 122 ESSEX HEIGHTS NO 2							
Total Parcels: 4		0.00 0.00	0.00		0.00	58,432.53 0.00	58,432.53

RESOLUTION
STREET RECONSTRUCTION ON BLAKELY AVENUE

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Blakely Avenue, from Elm Street to Orange Street which assessments were by him placed on Assessment Roll No. 3442 in the amount of \$58,699.90 and reported to the City Council as its meeting held on the 30th day of January, 2024; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, January 30, 2024, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3442 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.35% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 30th day of January, 2024.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson, Michigan, on
this 31st day of January 2024.

Andrea Muray, City Clerk

January 17, 2024

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

Please place on the agenda for Tuesday, January 30, 2024, the following special assessment roll(s), setting a public hearing for confirmation on **Tuesday, January 30, 2024**:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
3442	Reconstruct Blakely, Elm to Orange	\$58,699.90	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, January 30, 2024.

Sincerely,



Deborah Koehn
Senior Appraiser

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

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3442 RECONSTR BLAKELY	8-059500000 ADAMS JASON & NICOLE 558 ORANGE ST JACKSON MI 49202	0.00 0.00	0.00		0.00	10,375.00 0.00	10,375.00
N 32.3 FT OF E 100 FT OF LOT 67 KEENA'S ADD							
3442 RECONSTR BLAKELY	8-059600000 VITALE MARCO P 1607 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	6,695.60 0.00	6,695.60
E 6 FT OF LOT 68 & W 32 FT OF LOTS 65, 66 & 67 KEENA'S ADD							
3442 RECONSTR BLAKELY	8-059700000 HAYDEN APRIL J 1605 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	6,783.70 0.00	6,783.70
W 35.2 FT OF LOT 68 & E 3.3 FT OF LOT 69 KEENA'S ADD							
3442 RECONSTR BLAKELY	8-059800000 SHAFLEY JULIE A 1603 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	6,695.60 0.00	6,695.60
W 38 FT OF LOT 69 KEENA'S ADD							
3442 RECONSTR BLAKELY	8-062300000 THOMAS OSCAR 1601 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	7,400.00 0.00	7,400.00
LAND COM AT INTERS OF E LN OF ELM AVE WITH S LN OF BLAKELY AVE TH E 3 RDS TO W LN OF LOT 69 KEENA'S ADD TH S ALG SD W LN TO SW COR OF SD LOT 69 TH W 3 RDS TO E LN OF ELM AVE TH N TO BEG NW 1/4 NW 1/4 SEC 36 T2S R1W							
3442 RECONSTR BLAKELY	8-106500000 DUNHAM JOHN C 1602 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	7,675.00 0.00	7,675.00
LOT 51 BLAKELY HEIGHTS SUB DIV							
3442 RECONSTR BLAKELY	8-112200000 BEHLING TERRIANN & SCHWEDA RICHARD 600 ORANGE ST JACKSON MI 49202	0.00 0.00	0.00		0.00	13,075.00 0.00	13,075.00
LOT 106 BLAKELY HEIGHTS SUB DIV							
Total Parcels: 7		0.00 0.00	0.00		0.00	58,699.90 0.00	58,699.90

RESOLUTION
STREET RECONSTRUCTION ON BLAKELY AVENUE

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Blakely Avenue, from Orange Street to Pleasant Street which assessments were by him placed on Assessment Roll No. 3443 in the amount of \$56,663.59 and reported to the City Council as its meeting held on the 30th day of January, 2024; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, January 30, 2024, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3443 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.35% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 30th day of January, 2024.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson, Michigan, on
this 31st day of January 2024.

Andrea Muray, City Clerk

January 17, 2024

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

Please place on the agenda for Tuesday, January 30, 2024, the following special assessment roll(s), setting a public hearing for confirmation on **Tuesday, January 30, 2024**:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
3443	Reconstruct Blakely, Orange to Pleasant	\$56,663.59	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, January 30, 2024.

Sincerely,



Deborah Koehn
Senior Appraiser

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

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3443 RECONSTR BLAKELY	8-035100000 ARNETT AARON 560 N PLEASANT ST JACKSON MI 49202	0.00 0.00	0.00		0.00	9,550.00 0.00	9,550.00
PART OF LOT 1 BLK 2 ROSEDALE ADD DESC AS COM AT NE COR OF SD LOT TH S 34.09 FT TH W 55 FT TH SWLY TO A PT ON S LN OF N 1/2 OF SD LOT, SD PT BEING 72 FT W OF E LN OF SD LOT, TH W ALG S LN OF N 1/2 OF SD LOT TO W LN OF LOT 1 TH N 39.25 FT TO NW COR OF SD LOT TH E ALG N LN OF SD LOT TO BEG.							
3443 RECONSTR BLAKELY	8-0509.1000 WINN BOLLI LLC 14281 KANE RD STOCKBRIDGE MI 49285	0.00 0.00	0.00		0.00	5,850.00 0.00	5,850.00
LAND COM ON E LN OF ORANGE ST AT PT 970.5 FT N OF N LN OF NORTH ST TH E 132 FT TH N 65 FT M/L TO S LN OF BLAKELY AVE TH W ON S LN OF BLAKELY AVE 132 FT TH S 65 FT M/L TO BEG EX W 91 FT NW 1/4 NW 1/4 SEC 36 T2S R1W							
3443 RECONSTR BLAKELY	8-050900000 BROWN STEPHEN M LE 561 ORANGE ST JACKSON MI 49202	0.00 0.00	0.00		0.00	12,020.19 0.00	12,020.19
W 91 FT OF LAND COM ON E LN OF ORANGE ST AT PT 970.5 FT N OF N LN OF NORTH ST TH E 132 FT TH N 65 FT M/L TO S LN OF BLAKELY AVE TH W ON S LN OF BLAKELY AVE 132 FT TH S 65 FT M/L TO BEG NW 1/4 NW 1/4 SEC 36 T2S R1W							
3443 RECONSTR BLAKELY	8-112300000 RICE BRANDON 601 ORANGE ST JACKSON MI 49202	0.00 0.00	0.00		0.00	11,888.10 0.00	11,888.10
W 90 FT OF LOT 107 BLAKELY HEIGHTS SUB DIV							
3443 RECONSTR BLAKELY	8-112500000 MARSH BRENDA S 1706 BLAKELY AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	8,280.30 0.00	8,280.30
E 42 FT OF LOTS 107 & 108 BLAKELY HEIGHTS SUB DIV							
3443 RECONSTR BLAKELY	8-115300000 KERN SALLY 600 N PLEASANT ST JACKSON MI 49202	0.00 0.00	0.00		0.00	9,075.00 0.00	9,075.00
LOT 155 BLAKELY HEIGHTS SUB DIV							
Total Parcels: 6		0.00 0.00	0.00		0.00	56,663.59 0.00	56,663.59



City of Jackson, Michigan Financial Statements

As of and For the Five Months Ended November 30, 2023

Unaudited

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Five Months Ended November 30, 2023
(Prepared on the Adopted Budget-Basis)
Unaudited

Function Department		2023/24 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
		Original	Amended				
<u>General Government :</u>							
101-101	City Council	121,656	121,656	6,003	39,495	32.46%	82,161
101-103	Charter Review Committee	2,500	2,500	-	-	0.00%	2,500
101-172	City Manager	506,926	506,926	41,802	212,322	41.88%	294,604
101-191	Finance	555,688	555,688	134,646	293,290	52.78%	262,398
101-215	City Clerk	344,251	344,251	29,102	127,698	37.09%	216,553
101-228	Management Info. Services	436,693	436,693	42,230	197,891	45.32%	238,802
101-233	Purchasing	133,042	133,042	13,397	48,415	36.39%	84,627
101-253	City Treasurer	412,661	412,661	32,024	148,565	36.00%	264,096
101-254	City Income Tax	242,395	242,395	22,754	76,545	31.58%	165,850
101-257	City Assessor	501,053	501,053	38,596	177,828	35.49%	323,225
101-262	City Clerk-Elections	206,354	206,354	22,591	68,073	32.99%	138,281
101-265	City Hall & Grounds	684,161	684,161	47,480	154,376	22.56%	529,785
101-266	City Attorney	761,346	761,346	68,671	288,264	37.86%	473,082
101-270	Personnel	590,561	590,561	30,337	163,080	27.61%	427,481
101-278	Unallocated	812,434	812,434	68,273	264,668	32.58%	547,766
		6,311,721	6,311,721	597,906	2,260,511	35.81%	4,051,211
<u>Judicial:</u>							
101-299	Admin. Hearings Bureau	190,318	190,318	(447,451)	85,180	44.76%	105,138
		190,318	190,318	(447,451)	85,180	44.76%	105,138
<u>Public Safety:</u>							
101-301	Police	11,682,501	11,682,501	784,852	3,907,412	33.45%	7,775,089
101-311	OSHP Grant	4,642	4,642	-	1,720	37.06%	2,922
101-320	Consortium Training	12,500	12,500	6,011	32,341	258.73%	(19,841)
101-321	In Service Training	5,000	5,000	-	4,274	85.48%	726
101-340	Fire Suppression	6,003,612	6,003,612	350,705	2,899,911	48.30%	3,103,701
101-350	Public Safety - Unallocated	2,094,302	2,094,302	143,219	988,810	47.21%	1,105,492
		19,802,557	19,802,557	1,284,788	7,834,468	39.56%	11,968,089
<u>Public Works :</u>							
101-442	Forestry	824,212	824,212	31,325	265,538	32.22%	558,674
101-444	Sidewalk Construction	151,456	151,456	2,819	26,568	17.54%	124,888
101-445	Drains at Large	107,133	107,133	-	3,003	2.80%	104,130
101-450	Street Lighting	615,248	615,248	42,326	178,013	28.93%	437,235
101-455	Weed Control	96,269	96,269	5,851	39,868	41.41%	56,401
101-465	Grounds Maintenance	488,287	488,287	20,443	127,841	26.18%	360,446
101-567	Cemeteries	374,516	374,516	20,883	165,712	44.25%	208,804
101-571	Tax Property Maintenance	216,716	216,716	8,760	88,684	40.92%	128,032
101-572	Civic Affairs	121,229	121,229	10,377	41,722	34.42%	79,507
		2,995,066	2,995,066	142,784	936,949	31.28%	2,058,117
<u>Community & Economic Development:</u>							
101-701	Planning	252,305	252,305	18,842	92,329	36.59%	159,976
101-728	Economic Development	147,400	147,400	6,456	53,427	36.25%	93,973
		399,705	399,705	25,298	145,755	36.47%	253,949

Note 2

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Five Months Ended November 30, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department		2023/24 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
		Original	Amended				
<i>Recreation & Culture :</i>							
101-752	Parks, Rec. & Grnds. Admin.	321,986	321,986	42,464	139,929	43.46%	182,057
101-758	Lt. Nixon Memorial Pool	137,729	137,729	874	100,644	73.07%	37,085
101-771	Parks & Facilities Maintenance	910,352	910,352	75,872	496,990	54.59%	413,362
101-803	Historical District	14,440	14,440	1,092	5,141	35.60%	9,299
101-806	Diversity, Equity & Inclusion	452,638	452,638	26,021	112,273	24.80%	340,365
		1,837,145	1,837,145	146,324	854,977	46.54%	982,168
<i>Contributions to Other Funds:</i>							
101-965	Contributions to Other Funds	932,133	1,125,535	-	193,402	17.18%	932,133
Total General Fund Expenditures		32,468,645	32,662,047	1,749,649	12,311,242	37.69%	20,350,805

Funds consolidated with the General Fund for financial reporting purposes:

102	Budget Stabilization	20,000	20,000	-	-	0.00%	20,000
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Permanent Funds :

151	Cemetery Perpetual Maint.	6,000	6,000	-	-	0.00%	6,000
155	Ella W. Sharp Endowment	30,850	30,850	-	-	0.00%	30,850
160	Lloyd E. Mount Endowment	5,600	5,600	-	-	0.00%	5,600

Special Revenue Funds :

202	Major Street	19,849,761	19,849,761	614,416	3,295,660	16.60%	16,554,101
203	Local Street	4,162,881	4,162,881	36,171	204,915	4.92%	3,957,966
208	Ella W. Sharp Park Operating	984,832	984,832	86,096	438,125	44.49%	546,707
213	Opioid Settlement Fund	118,175	118,175	-	-	0.00%	118,175
218	Affordable Housing	3,519,760	3,519,760	373,982	409,660	11.64%	3,110,100
245	Public Improvement	1,511,115	1,511,115	14,894	157,351	10.41%	1,353,764
246	Cortland St. Redev. Project	23,527	23,527	1,829	28,365	120.56%	(4,838)
249	Building Department	638,850	638,850	43,125	214,284	33.54%	424,566
251	Housing Code Enforcement	1,290,495	1,290,495	83,664	391,828	30.36%	898,667
252	Building Demolitions	1,000	194,402	(407)	59,651	30.68%	134,751
265	Drug Law Enforcement	16,338	16,338	1,297	6,583	40.29%	9,755
272	SAFER Grant	525,581	525,581	130,923	167,519	31.87%	358,062
273	Project Safe Neighborhoods	234,542	234,542	2,196	23,661	10.09%	210,881
275	Byrne/JAG Programs	25,000	25,000	1,272	2,296	9.18%	22,704
279	American Rescue Plan Act	75,000	75,000	-	7,413	9.88%	67,588
296	Recreation Activity	266,824	266,824	19,670	101,550	38.06%	165,274
297	Recreation Millage Program	623,067	623,067	51,579	304,974	48.95%	318,093

Note 2

Debt Service Funds :

308	2020 Capital Improvement D/S	223,788	223,788	14,894	14,894	6.66%	208,894
352	2017 Mich. Trans. Fund D/S	762,068	762,068	66,034	66,034	8.67%	696,034
367	2021 City Hall Refunding D/S	739,720	739,720	-	14,860	2.01%	724,860
385	2016 Capital Improvement D/S	145,569	145,569	-	142,457	97.86%	3,112
386	2018 Capital Improvement D/S	1,418,750	1,418,750	271,625	271,625	19.15%	1,147,125

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Five Months Ended November 30, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2023/24 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
		Original	Amended				
<u>Debt Service Funds (continued) :</u>							
389	2017 BRA TIF Refunding D/S	420,144	420,144	105,072	105,072	25.01%	315,072
391	2021 BRA TIF Refunding D/S	791,839	791,839	25,919	25,919	3.27%	765,920
394	2001 DDA TIF D/S	2,881,749	2,881,749	-	-	0.00%	2,881,749
395	2019 DDA TIF Refunding D/S	208,365	208,365	84,183	84,183	40.40%	124,183
<u>Capital Projects Funds :</u>							
401	Capital Projects	1,113,031	1,113,031	160,823	655,981	58.94%	457,050
402	Water Equip. and Replacemt.	7,099,234	7,099,234	269,552	1,089,165	15.34%	6,010,069
403	Lead Service Line Replacement	2,082,538	2,082,538	64,715	397,353	19.08%	1,685,185
404	Sanitary Sewer Maint.	663,044	663,044	48,103	149,135	22.49%	513,909
405	Sanitary Sewer Replacement	2,985,140	2,985,140	30,374	169,197	5.67%	2,815,943
406	Wastewater Equip. Replacemt.	6,228,293	6,228,293	140,732	1,076,574	17.29%	5,151,719
407	2022 Sewer Sys. Project Const.	5,697,802	5,697,802	585,889	2,224,964	39.05%	3,472,838
409	2022 Water Sys. Project Const.	16,342,000	16,342,000	35,977	116,989	0.72%	16,225,011
426	2024 MI Trans. Bonds Const. Fund	2,196,096	2,196,096	-	-	0.00%	2,196,096
488	MLK Corridor Improvemt. Authority	4,507,925	4,507,925	16,681	95,901	2.13%	4,412,024
489	Brownfield Redevelopmt. Auth.	1,804,230	1,804,230	172,001	210,880	11.69%	1,593,350
494	DDA Project	3,090,114	3,090,114	84,183	84,183	2.72%	3,005,932
<u>Enterprise Funds :</u>							
514	Auto Parking System	283,433	283,433	803	812	0.29%	282,621
518	Parking Assessment	314,981	314,981	14,004	92,323	29.31%	222,658
519	Cooper/Francis Parking Deck	283,957	283,957	2,597	12,164	4.28%	271,793
590	Sewer	16,320,273	16,320,273	607,147	3,852,155	23.60%	12,468,118
591	Water	34,209,037	34,209,037	1,084,452	4,924,847	14.40%	29,284,190
<u>Internal Service Funds :</u>							
641	Public Works Administration	472,518	472,518	28,958	124,225	26.29%	348,293
642	Engineering Administration	339,842	339,842	19,989	88,708	26.10%	251,134
643	Local Site Remed. Revolving	20,000	20,000	-	-	0.00%	20,000
661	Motor Pool and Garage	1,606,109	1,606,109	127,726	429,003	26.71%	1,177,106
676	Workers' Compensation	220,350	220,350	11,262	140,131	63.59%	80,219
677	Self-Insured Health Care	5,474,627	5,474,627	406,276	1,932,921	35.31%	3,541,706
<u>Trust & Agency Funds :</u>							
703	County & School Tax Collection	28,400,000	28,400,000	-	-	0.00%	28,400,000
731	Employees' Retirement System	4,160,000	4,160,000	419,836	1,758,141	42.26%	2,401,859
732	Policemen's/Firemen's Pension	523,000	523,000	37,227	173,435	33.16%	349,565
734	Police./Fire. Pension-345	6,440,000	6,440,000	491,459	2,434,105	37.80%	4,005,895
736	Public Employee Health Care	29,000	29,000	-	2,596	8.95%	26,404
<u>Special Assessment Funds :</u>							
852	2020 Special Assessment D/S	161,190	161,190	-	153,135	95.00%	8,055
895	Special Assessment	2,116,337	2,116,337	-	652,711	30.84%	1,463,626

City of Jackson
All Funds - Revenue Summary
As of and For the Five Months Ended November 30, 2023
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2023/24 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>General Fund :</u>						
Property Taxes	11,015,617	11,015,617	488,933	9,595,150	87.10%	
Income Taxes	10,750,000	10,750,000	646,799	4,966,864	46.20%	
State Revenue Sharing	5,732,948	5,732,948	316	1,000,822	17.46%	
Licenses & Permits	368,015	368,015	68,938	100,920	27.42%	
Federal Grants	1,267,483	1,267,483	1,720	45,804	3.61%	
State Grants	5,414	5,414	(31)	35,195	650.08%	
Charges For Goods & Services	1,378,957	1,378,957	33,303	175,502	12.73%	
Fines & Forfeits	390,611	390,611	29,834	181,535	46.47%	
Investment Income	185,000	185,000	132,759	284,043	153.54%	
Contributions From Other Funds	101,000	101,000	2,530	7,604	7.53%	
Contributions From Local Units	12,500	12,500	-	84	0.67%	
Miscellaneous	376,695	376,695	29,900	191,605	50.86%	
Total General Fund Revenues	31,584,240	31,584,240	1,435,001	16,585,129	52.51%	
<u>Funds consolidated with the General Fund for financial reporting purposes:</u>						
102	Budget Stabilization	20,000	20,000	13,382	27,527	137.63%
<u>Permanent Funds :</u>						
151	Cemetery Perpetual Maint.	41,000	41,000	699	8,778	21.41%
155	Ella W. Sharp Endowment	30,850	30,850	-	-	0.00%
160	Lloyd E. Mount Endowment	5,600	5,600	-	-	0.00%
<u>Special Revenue Funds :</u>						
202	Major Street	19,653,590	19,653,590	321,413	2,530,554	12.88%
203	Local Street	3,461,459	3,461,459	116,296	634,872	18.34%
208	Ella W. Sharp Park Operating	975,450	975,450	25,197	331,517	33.99%
213	Opioid Settlement Fund	0	0	14,453	29,990	n/a
218	Affordable Housing	3,519,760	3,519,760	-	31,311	0.89%
245	Public Improvement	1,371,000	1,371,000	72,680	1,191,466	86.90%
246	Cortland St. Redev. Project	500	500	4,234	29,986	5997.24%
249	Building Department	513,400	513,400	52,320	231,321	45.06%
251	Housing Code Enforcement	1,045,600	1,045,600	53,186	569,798	54.49%
252	Building Demolitions	1,000	194,402	1,492	232,886	119.80%
265	Drug Law Enforcement	20,700	20,700	252	545	2.63%
272	SAFER Grant	525,581	525,581	71,250	36,596	6.96%
273	Project Safe Neighborhood	234,542	234,542	6,588	26,407	11.26%
275	Byrne/JAG Programs	25,000	25,000	1,272	2,296	9.18%
279	American Rescue Plan Act	75,000	75,000	-	7,413	9.88%
296	Recreation Activity	270,250	270,250	29,736	119,344	44.16%
297	Recreation Millage Program	651,500	651,500	2,085	5,537	0.85%
<u>Debt Service Funds :</u>						
308	2020 Capital Improvement D/S	223,788	223,788	14,894	14,894	6.66%
352	2017 Mich. Trans. Fund D/S	762,068	762,068	66,034	66,034	8.67%
367	2021 City Hall Refunding D/S	708,500	708,500	37,862	667,064	94.15%
385	2016 Capital Improvement D/S	145,569	145,569	-	142,457	97.86%

City of Jackson
All Funds - Revenue Summary
As of and For the Five Months Ended November 30, 2023
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2023/24 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
		Original	Amended			
<u>Debt Service Funds (continued) :</u>						
386	2018 Capital Improvement D/S	1,418,750	1,418,750	-	-	0.00%
389	2017 BRA TIF Refunding D/S	420,144	420,144	105,072	105,072	25.01%
391	2021 BRA TIF Refunding D/S	791,839	791,839	25,919	25,919	3.27%
394	2001 DDA TIF D/S	2,881,749	2,881,749	-	-	0.00%
395	2019 DDA TIF Refunding D/S	208,365	208,365	84,283	84,283	40.45%
<u>Capital Projects Funds :</u>						
401	Capital Projects	1,113,531	1,113,531	-	-	0.00%
402	Water Equip. and Replacemt.	5,041,766	5,041,766	483,690	2,494,816	49.48%
403	Lead Service Line Replacement	2,913,517	2,913,517	154,863	895,589	30.74%
404	Sanitary Sewer Maintenance	663,044	663,044	48,103	149,135	22.49%
405	Sanitary Sewer Replacement	1,535,190	1,535,190	162,496	697,927	45.46%
406	Wastewater Equip. Replacemt.	3,990,800	3,990,800	181,634	883,266	22.13%
407	2022 Sewer Sys. Project Const.	5,697,802	5,697,802	-	1,117,165	19.61%
409	2022 Water Sys. Project Const.	16,342,000	16,342,000	17,798	59,906	0.37%
426	2024 MI Trans. Fund Bond Const. Fund	4,501,000	4,501,000	-	-	0.00%
488	MLK Corridor Improvemt. Authority	4,507,925	4,507,925	-	17,285	0.38%
489	Brownfield Redevelopmt. Auth.	1,977,300	1,977,300	16,193	33,573	1.70%
494	DDA Project	3,525,000	3,525,000	212,574	270,448	7.67%
<u>Enterprise Funds :</u>						
514	Auto Parking System	95,443	95,443	1,552	4,092	4.29%
518	Parking Assessment	311,449	311,449	8,667	73,577	23.62%
519	Cooper/Francis Parking Deck	15,550	15,550	6,036	13,458	86.55%
590	Sewer	12,702,461	12,702,461	640,266	3,945,881	31.06%
591	Water	31,059,822	31,059,822	1,238,660	7,231,942	23.28%
<u>Internal Service Funds :</u>						
641	Public Works Administration	364,799	364,799	32,788	150,199	41.17%
642	Engineering Administration	266,815	266,815	17,971	79,360	29.74%
643	Local Site Remed. Revolving	63,500	63,500	3,353	6,618	10.42%
661	Motor Pool and Garage	1,309,590	1,309,590	130,494	622,245	47.51%
676	Workers' Compensation	167,500	167,500	23,250	88,912	53.08%
677	Self-Insured Health Care	5,702,000	5,702,000	464,893	2,280,095	39.99%
<u>Trust & Agency Funds :</u>						
703	County & School Tax Collection	28,400,000	28,400,000	14,512	92,683	0.33%
731	Employees' Retirement System	6,376,460	6,376,460	2,565,072	248,657	3.90%
732	Policemen's/Firemen's Pension	510,902	510,902	213,953	295,835	57.90%
734	Police./Fire. Pension-345	10,852,297	10,852,297	4,199,118	3,076,733	28.35%
736	Public Employees Health Care	230,000	230,000	-	(45,162)	-19.64%
<u>Special Assessment Funds :</u>						
852	2020 Special Assessment D/S	161,190	161,190	-	153,135	95.00%
895	Special Assessment	2,215,147	2,215,147	6,962	513,939	23.20%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Five Months Ended November 30, 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 COUNCIL MEETING MINUTES

Tuesday, December 12, 2023

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:37 PM by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE:

Council joined in the Pledge of Allegiance. Invocation was given by 5th Ward Councilmember Shalanda Hunt.

ROLL CALL:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Shalanda Hunt, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Deputy Director of Police Sergio Garcia, Chief Equity Officer John Willis, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

Motion was made by Conner Wood, seconded by Shalanda Hunt to adopt the agenda. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

PRESENTATIONS/PROCLAMATIONS: None.

PUBLIC HEARINGS:

- A. Hearing of Necessity - Pavement Replacement on High Street, Executive Drive to South Street

Motion was made by Will Forgrave, seconded by Arlene Robinson to open the public hearing. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

No comments were offered during the hearing.

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

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to order the construction and prepare the special assessment roll. Vote - Yeas: Mayor Mahoney, Councilmember Robinson, Vice Mayor Dancy, Councilmember Gunn, Councilmember Wood, Councilmember Hunt, and Councilmember Forgrave (7). Nays: none. Motion carried.

B. Hearing of Necessity - Pavement Replacement on Elm Avenue, North Street to Floral Avenue

Motion was made by Freddie Dancy, seconded by Arlene Robinson to open the public hearing. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

Sheri Butters of 823 N Elm, Deborah Bendele of 817 N. Elm, and Teresa Harrell of 720 Elm spoke during the hearing. Roger Brafford of 809 Elm, Ann Marie Raehtz of 806 Elm, and Lynn Morris of 718 Elm sent in correspondence.

Motion was made by Councilmember Gunn, seconded by Councilmember Robinson to close the public hearing. Vote was done by voice with all in favor. Motion passed.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the resolution ordering the construction and preparation of the special assessment roll. Vote - Yeas: Mayor Mahoney, Councilmember Robinson, Vice Mayor Dancy, Councilmember Gunn, Councilmember Wood, Councilmember Hunt, and Councilmember Forgrave (7). Nays: none. Motion carried.

- C. Hearing of Necessity - Street Reconstruction on East Avenue, Plymouth Street to Michigan Avenue

Motion was made by Conner Wood, seconded by Will Forgrave to open the public hearing. Vote was done by voice with all in favor. Motion Passed.

Rob Clark of 300 East Ave spoke during the hearing.

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to close the public hearing. Vote was done by voice with all in favor. Motion passed.

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to approve the resolution ordering the construction and preparing the special assessment roll. Vote - Yeas: Mayor Mahoney, Councilmember Robinson, Vice Mayor Dancy, Councilmember Gunn, Councilmember Wood, Councilmember Hunt, and Councilmember Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATIONS FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

- A. City of Jackson, Michigan Financial Statements as of and for the Four Months Ended October 31, 2023
- B. Environmental Commission Minutes for 10-18-23.
- C. Planning Commission and Environmental Commission resignation - Conner Wood

Motion was made by Will Forgrave, seconded by Angelita Gunn to accept and place on file items 8A, B, and C. Vote was done by voice with all in favor. Motion Passed.

CONSENT CALENDAR:

- A. Accept with regret, the resignation of Joe Filip from the City of Jackson Police Oversight Commission.

- B. Engineer's Report for Street Reconstruction - Lansing Avenue, Steward Avenue to Clinton Road
Receive the Engineer's Report for street reconstruction on Lansing Avenue from Steward Avenue to Clinton Road and establish January 30, 2024 at the City Council meeting as the time and place to hold a public hearing of necessity.

- C. Engineer's Report for Street Reconstruction - S. Martin Luther King, Jr. Drive from South Street to Morrell Street
Receive the Engineer's Report for street reconstruction on S. Martin Luther King, Jr. Drive from South Street to Morrell Street and establish January 30, 2024 at the City Council meeting as the time and place to hold a public hearing of necessity.

- D. Request to Establish a Public Hearing for an MLK Corridor Reimagined Project Presentation.
Establish January 16, 2024 at the City Council meeting as the time and place to hold a public hearing for a presentation for the MLK Corridor Reimagined project.

- E. Minutes of the Special Meeting of the City Council on December 5, 2023

- F. Approve the Mayor's recommendation to reappoint Rachael Wingle to the Affordable Housing Development Board
Approve the Mayor's recommendation to reappoint Rachael Wingle to the Affordable Housing Development Board for a five-year term, beginning January 1, 2024 and ending on December 31, 2028.

- G. Approve the Mayor's recommendation to reappoint Kelsey Wood to the Environmental Commission
- Approve the Mayor's recommendation to reappoint Kelsey Wood to the Environmental Commission for a 3-year term, beginning January 1, 2024 and ending on December 31, 2026.*
- H. Approve the Mayor's recommendation to reappoint Mindy Bradish-Orta and George Brown to the Martin Luther King Corridor Improvement Authority
- Approve the Mayor's recommendation to reappoint Mindy Bradish-Orta and George Brown to the Martin Luther King Corridor Improvement Authority, each for a term of 4 years, beginning on 1/1/24 and expiring on 12/31/27.*
- I. Approve the Mayor's recommendation to reappoint Salena Taylor to the Police Oversight Commission
- Approve the Mayor's recommendation to reappoint Salena Taylor to a three-year term on the Police Oversight Commission, beginning January 1, 2024 and ending on December 31, 2026.*
- J. Approve the Mayor's recommendation to reappoint James Hines to the Board of Review
- Approve the Mayor's recommendation to reappoint James Hines to the Board of Review to serve a 3 year term, beginning February 1, 2024 and ending January 31, 2027.*
- K. Approval of the Mayor's recommendation to reappoint Tonia White to the Downtown Development Authority
- Approval of the Mayor's recommendation to reappoint Tonia White to the Downtown Development Authority, for a four-year term, beginning January 1, 2024 and ending on March 31, 2028.*
- L. Approval of the Mayor's recommendation to appoint Amy Sayles to the Downtown Development Authority
- Approval of the Mayor's recommendation to appoint Amy Sayles to the Downtown Development Authority, for a four-year term, beginning January 1, 2024 and ending on March 31, 2028.*
- M. Approve the Mayor's recommendation to reappoint Karl Grieve to the Zoning Board of Appeals
- Approve the Mayor's recommendation to reappoint Karl Grieve to the Zoning Board of Appeals for a term of 3 years, beginning on 1/1/24 and ending on 12/31/26*

Motion was made by Will Forgrave, seconded by Freddie Dancy to approve the consent calendar. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

OTHER BUSINESS:

A. Altering Outcomes

Motion was made by Shalanda Hunt, seconded by Arlene Robinson to provide notice for RFP for the sale of TA Wilson in January with responses due in February, and a decision to be made in March. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

B. Consideration of appointment of Rules and Personnel Committee

Motion was made by Daniel Mahoney, seconded by Conner Wood to appoint Mayor Mahoney, Vice Mayor Dancy, and Councilmember Gunn to serve on the Rules and Personnel Committee. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

NEW BUSINESS:

A. Minutes of the November 27, 2023 Special Meeting of the City Council

Approve the minutes from the November 27, 2023 Special Meeting of the Jackson City Council.

Motion was made by Will Forgrave, seconded by Freddie Dancy to approve the minutes from the November 27, 2023 Special Meeting of the Jackson City Council. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Will Forgrave (5). Nays: None. Abstention: Wood and Hunt. Motion Passed.

B. Minutes of the November 28, 2023 Regular Meeting of the City Council.

Approve the minutes of the November 28, 2023 Regular Meeting of the City Council.

Motion was made by Angelita Gunn, seconded by Arlene Robinson to approve the minutes of the November 28, 2023 Regular Meeting of the Jackson City Council. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Will Forgrave (5). Nays: None. Abstention: Wood and Hunt. Motion Passed.

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to take a five-minute recess. Vote was done by voice with all in favor.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to return from recess. Vote was done by voice with all in favor.

C. 2024 City Council Meeting Dates

Approve the resolution establishing the City Council Meeting dates for the 2024 Calendar Year.

Motion was made by Freddie Dancy, seconded by Conner Wood to approve the resolution establishing the City Council Meeting dates for the 2024 Calendar Year. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

D. Reduction in the Number of Voting Precincts

Approve the resolution reducing the number of voting precincts in the City of Jackson from fourteen (14) to ten (10).

Motion was made by Conner Wood, seconded by Will Forgrave to approve the resolution reducing the number of voting precincts in the City of Jackson from 14 to 10. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

E. Notice of Intent Resolution - Water System Revenue Bonds

Adoption of Notice of Intent Resolution – Water System Revenue Bonds

Motion was made by Conner Wood, seconded by Will Forgrave to adopt the Notice of Intent Resolution - Water System Revenue Bonds. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

F. Notice of Intent Resolution - Sewer System Revenue Bonds

Adoption of Notice of Intent Resolution – Sewer System Revenue Bonds

Motion was made by Will Forgrave, seconded by Conner Wood to adopt the Notice of Intent Resolution - Sewer System Revenue Bonds. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- G. Amendment 1 to the 23-006 MLK Corridor Reimagined Engineering Contract.

Approval of Amendment 1 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$108,200, and authorization for the City Manager and City Engineer to sign the appropriate document.

Motion was made by Freddie Dancy, seconded by Will Forgrave to approve Amendment 1 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. of Bloomfield Hills, MI at a not-to-exceed cost of \$108,200 and authorize the City Manager and City Engineer to sign the appropriate document. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- H. Amendment 2 to the 23-002 Major Street Engineering Contract.

Approval of Amendment 2 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 \$103,540, and authorization for the City Manager and City Engineer to sign the appropriate document.

Motion was made by Conner Wood, seconded by Freddie Dancy to approve Amendment 2 to the 23-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. of Bloomfield Hills, MI at a not-to-exceed cost of \$103,540 and authorize the City Manager and City Engineer to sign the appropriate document. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- I. Resolution to Rename City Trails.

Adopt a Resolution to rename all of the City trails that are part of the Iron Belle Trail from Weatherwax Road to Monroe Street as the Martin Luther King, Jr. Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate document.

Motion was made by Arlene Robinson, seconded by Angelita Gunn to adopt a resolution to rename all the City trails that are part of the Iron Belle Trail from Weatherwax Road to Monroe Street as the Martin Luther King Jr Equality Trail and authorize the Mayor and City Clerk to execute the appropriate document. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- J. Resolution to Approve Road Diet/Realigned Intersection - Lansing Avenue, Steward Avenue to Clinton Road.

Approve a Resolution to approve the road diet on Lansing Avenue from Steward Avenue to Clinton Road and the realigned intersection of Lansing Avenue, Clinton Road and Hill Street, and authorize the Mayor and City Clerk to execute the appropriate document.

Motion was made by Conner Wood, seconded by Angelita Gunn to adopt a resolution to approve the road diet on Lansing Avenue from Steward Avenue to Clinton Road and realigned intersection of Lansing Avenue, Clinton Road, and Hill Street, and authorize the Mayor and City Clerk to execute the appropriate document. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- K. Modify the existing certified bargaining agreements between the City of Jackson and the POLC S, POLC NS and the IAFF union's.

Approve the LOA between the City and Union member groups POLC S, POLC NS and IAFF to reform the pension age and service requirements within their current agreements.

Motion was made by Will Forgrave, seconded by Conner Wood to approve the LOA between the City and Union member groups POLC S, POLC NS, and IAFF to reform the pension age and service requirements within their current agreements. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

- L. Approve a resolution for payment in lieu of taxes for workforce housing project sponsored by Green Development Ventures LLC.

Approve a resolution for payment in lieu of taxes for workforce housing project sponsored by Green Development Ventures LLC. The addresses; 1308 East Ganson St (PIN#8-063800000), 118 North Webster (PIN # 2-014800000) and 314 South West Ave (3-080700000).

Motion was made by Will Forgrave, seconded by Angelita Gunn to approve the resolution for the PILOT for workforce housing project sponsored by Green Development. Vote - Yeas: Mayor Daniel Mahoney, Councilmember Arlene Robinson, Vice Mayor Freddie Dancy, Councilmember Angelita Gunn, Councilmember Conner Wood, Councilmember Will Forgrave, Councilmember Shalanda Hunt (7). Nays: None. Motion Passed.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, Councilmember Robinson, Gunn, Wood, Hunt, and Forgrave all offered comments.

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Gunn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:04 PM.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Special Event Application: Blessing of the Bikes

Recommendation:

Approve a request from Biker's Against Bullies to host the Blessing of the Bikes on May 4, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Blessing of the Bikes.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: January 30, 2024

RECOMMENDATION: Approve a request from Biker's Against Bullies to host the Blessing of the Bikes on May 4, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

ISSUE STATEMENT

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		\$600.00
TOTAL			\$600.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electricity, road closures, traffic cones

OWNERSHIP

Insurance Status: Approved, pending receipt of the proper certificate of insurance.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Biker’s Against Bullies to host the Blessing of the Bikes on May 4, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

ATTACHMENTS

- 1. SEA-Blessing of the Bikes

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

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 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Biker's Against Bullies	
Address: 1317 Locust St. Jackson, MI 49203	Phone: (517) 358-2536
Tax ID#: 46-3105593	Website: bikersagainstbulliesusa.com
Contact Name: Brenda Cubbon	Phone: 517-917-5775 Email: bcubbon49068@gmail.com
Contact Name: Robert Harwood	Phone: 517-358-2536 Email: robertharwood17@yahoo.com
Contact Name During Event: Brenda Cubbon	Phone: (517) 917-5775

Event Information

Event Name: 1st Annual Blessing of the Bikes				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 4, 2024	9:30 AM	11:30 AM	3:30 pm	5:30 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? 250

Type of Event (please check all that apply)

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

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)

☐ Other Location: _____

☐ Streets: _____

☐ Other Park: _____

☐ GrandRiver Farmers Market
Pavilion

☒ TRUE City Square (Stage)

☐ MLK Equality Trail

Brief description of Event

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

Bikers Against Bullies - Jackson Chapter is holding a 1st Annual Blessing of the Bikes. This is a family friendly event. There will be music, food trucks, bike contest, vendors, event t-shirts, raffles and a kids area with face painting and games.

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

Street Name: Hayes Court Cross Streets Mich Ave / Pearl St.

Closure Start Date: 5/4/24 Time: 9:30am Closure End Date: 5/4/24 Time: 5pm

Street Name: Michigan Ave Cross Streets N. Jackson to Hayes court

Closure Start Date: 5/4/24 Time: 9:30am Closure End Date: 5/4/24 Time: 5pm

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: _____

Garbage has been discussed and organizers said they would cart away any extra trash that doesn't go in the bins. Willing to work out anything needed.

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: Vendor has 2-3 Sewing Machines
Amount of electrical wattage needed: 110 Amount of plug ins: 4
Locations of where plugs are needed: along Vendor marked area on map. First
**All electrical lines MUST be covered to limit tripping hazards. ** Electrical spot on East side

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

☒ **Food/Vendors:** Indicate vendors requirements: Most will have generators.
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: Need Michigan Ave blocked so no cars but bikes will need to get through.

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.

Requested Liability Insurance for this event.

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: Brenda Cusker

Date: 10/25/23

Office Use ONLY

Application Received:

Date: 11/6/2023
Andrea

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 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

2nd Option Pearl Street

Bike Parking

Food Trucks

STAGE AREA WITH POWER WITH AMPHITHEATER STYLE SEATING

Music

Jackson Street

N Jackson St

Hayes Ct

Michigan Ave

Bike Contest Parking

STATIONARY TABLES WITH AREA

Kid's Games

X

X

shirt sales

Vendors

Radio station = possible electrical hook ups

Need Elec Sewing machines set-up

1st Option Shut off street for Bike Parking

Radio station

From: Shalanda Hunt <shalandahunt36@gmail.com>

Sent: Monday, December 4, 2023 1:21 PM

To: Doria LaPorte <dlaporte@cityofjackson.org>; James Johnson <jjohnsonjr@ibew252.org>;
amurray@cityofjackson.org

Subject: HRC Resignation

Good Afternoon,

Due to my recent appointment, I will have to regretfully resign from the Human Relations Commission. I appreciate the opportunity and learning experience while serving. I look forward to serving in a different capacity for the City of Jackson.

Respectfully submitted,

Shalanda Hunt

[Shalandahunt36@gmail.com](mailto:shalandahunt36@gmail.com)

(517) 315-7111



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight - Ganson & Steward

Recommendation:

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Ganson Street and Steward Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, invoice, and plan sheet from Consumers Energy regarding a streetlight removal.

I recommend adoption of the resolution for the change to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Ganson Street and Steward Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City has installed the new traffic signal at Ganson Street and Steward Avenue with mast arms and two new city owned streetlights mounted on the strain poles. Prior to the new signal, there was a Consumer Energy streetlight in the intersection on their utility pole. We now have three lights in the intersection and have requested that Consumers Energy remove the streetlight on their pole. Attached are an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice and additional information from Consumers.

DESCRIBE THE CONSEQUENCES

Removal of this streetlight has been requested since the City has its own lights in the intersection, and we do not need to continue paying Consumers Energy for theirs.

OWNERSHIP

The City of Jackson is responsible for the streetlight system within the City, and contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods. When the City installs its own lights in an area, the Consumers Energy lights are no longer needed.

SOLUTION

Engineering requested that Consumers Energy remove their light now that the City has two new lights in the intersection. The cost for Consumers Energy to remove the light is \$768.00 and will be paid from the Streetlight Fund.

FACILITATE IMPLEMENTATION

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Ganson Street and Steward Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Streetlight Contr Change - Ganson & Steward att



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000287787

Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

Notification Number(s): 1068972996

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF JACKSON

I, _____, clerk of the City of JACKSON do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

December 15, 2023

NOTIFICATION #:
1068972996

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: GANSON AND STEWARD SE CORNER, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge:

\$ 768.00

Additional Costs

Total Estimated Cost:

\$ 768.00

Less Prepayment Received:

\$ -

Total Estimated Cost Due:

\$ 768.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574 .



CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Amount Due: \$768.00

Please pay by: December 29, 2023

Invoice Number	9326013252
PO Number	
PO Date	
Bill Date	12/15/23

Account: 3000 2160 5575

GANSON AND STEWARD SE CORNER JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068972996 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-Removal	1.0 EA	\$768.00	\$768.00
TOTAL DUE:			\$768.00
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2160 5575

Amount Due: \$768.00

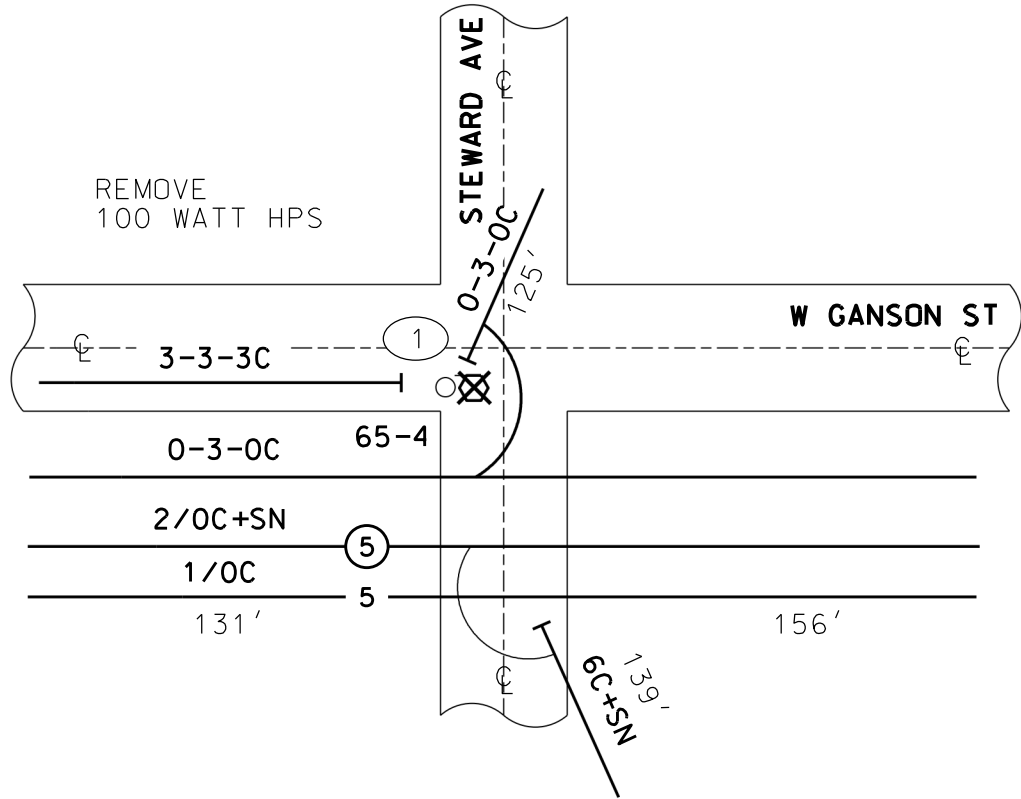
Please pay by: December 29, 2023

Enclosed:

6 330035133906 000000768002 0000 2056 3 300021605575 H

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 100 watt HPS Cobrahead NA to Remove at location Ganson and Steward SE Corner;



METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION					
		Ganson and Steward SE Corner ERET OHL					
		CM NO.100007459042					
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ERET	OHL	1068972996	11588851	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
CE STAKING REQ'D ☐ Yes ☐ No		TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D ☐ Yes ☐ No		5201343108			CITY REQUESTED STREETLIGHT TO BE REMOVED		
 A CMS Energy Company ELECTRIC		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		OAK STREET		0908		SUB	
CIRCUIT		CKT NO.		LOCATION:			
WEST GANSON		02		OAK STREET			
SHEET A	SHEET 1 OF 1	SCALE 1"=100'					
JACKSON		CO	BLACKMAN	TWP	T 02S R 01W SEC. 34		



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight at Griswold and Fourth

Recommendation:

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Griswold Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, invoice, and plan sheet from Consumers Energy regarding a streetlight removal.

I recommend adoption of the resolution for the change to the Standard Lighting Contract for streetlights with Consumers Energy, authorization for associated form execution, and invoice payment. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Griswold Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City has installed the new traffic signal at Griswold Street and Fourth Street with mast arms and two new city owned streetlights mounted on the strain poles. Prior to the new signal, there was a Consumer Energy streetlight in the intersection on their utility pole. We now have three lights in the intersection and have requested that Consumers Energy remove the streetlight on their pole. Attached are an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice and additional information from Consumers.

DESCRIBE THE CONSEQUENCES

Removal of this streetlight has been requested since the City has its own lights in the intersection, and we do not need to continue paying Consumers Energy for theirs.

OWNERSHIP

The City of Jackson is responsible for the streetlight system within the City, and contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods. When the City installs its own lights in an area, the Consumers Energy lights are no longer needed.

SOLUTION

Engineering requested that Consumers Energy remove their light now that the City has two new lights in the intersection. The cost for Consumers Energy to remove the light is \$746.00 and will be paid from the Streetlight Fund.

FACILITATE IMPLEMENTATION

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Griswold Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Streetlight Contr Change - Griswold & Fourth att



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103033105687

Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

Notification Number(s): 1068972995

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF JACKSON

I, _____, clerk of the City of JACKSON do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

December 15, 2023

NOTIFICATION #:
1068972995

CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201-1315

REFERENCE: GRISWOLD AND 4TH NW, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge:

\$ 746.00

Additional Costs

Total Estimated Cost:

\$ 746.00

Less Prepayment Received:

\$ -

Total Estimated Cost Due:

\$ 746.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574 .



CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON MI 49201-1315

Amount Due: \$746.00

Please pay by: December 29, 2023

Invoice Number	9326013250
PO Number	
PO Date	
Bill Date	12/15/23

Account: 3000 2160 5559

GRISWOLD AND 4TH NW - STREETLIGHTING - NOTIFICATION NUMBER (s): 1068972995 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-Removal	1.0 EA	\$746.00	\$746.00
TOTAL DUE:			\$746.00
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2160 5559

Amount Due: \$746.00

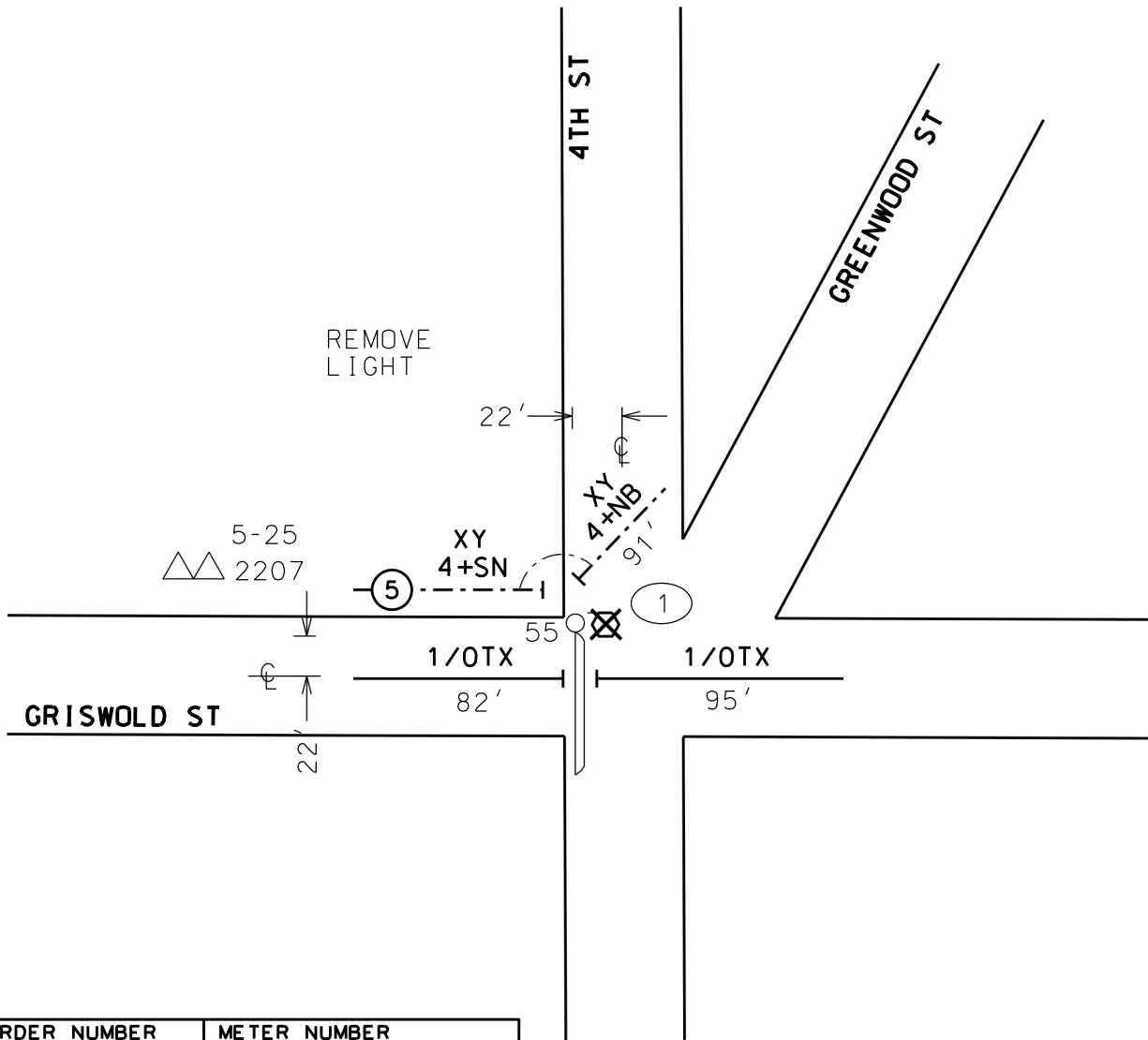
Please pay by: December 29, 2023

Enclosed:

6 330035133887 000000746008 0000 2056 9 300021605559 H

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 85 watt LED White Cobrahead NA to Remove at location GRISWOLD AND 4TH NW CORNER;



METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION					
		GRISWOLD AND 4TH NW CORNER ERET OHL					
		CM NO.100007459033					
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ERET	OHL	1068972995	11588824	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
CE STAKING REQ'D ☐ Yes ☒ No		TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D ☐ Yes ☒ No		5301102207			CITY REQUESTED LIGHT TO BE TAKEN DOWN		
 A CMS Energy Company ELECTRIC		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		SUMMIT		0213		481-80A	
SHEET A		SHEET 1 OF 1	SCALE 1"=100'	CIRCUIT		LOCATION:	
		FOURTH STREET		CKT NO.		GREENWOOD AND GRISWOLD	
				03			
JACKSON		CO		SUMMIT		TWP	
						T 03S R 01W	
						Page 65 of 77	

12-05-2023 13:42:25



Michigan Advocacy Group

PO Box 1083
Jackson, MI 49204
517-224-5493 Office
517-210-2246 Fax
Ssdihelpmi.com
smpatton@ssdihelpmi.com

Monday, January 1, 2024

To Whom It May Concern:

As of our last meeting in December 2023, I announced my resignation from the Affordable Housing Development Board due to my schedule. The remaining board members are the right people to move the city forward in developing affordable housing strategies and positions for the future of Jackson.

Research was completed by Margaux Dever about possible funding around the state of Michigan for future projects. I do believe from her research, all sources of funding require a collaboration of key individuals for a successful request for funding. I encourage the board to focus on building capacity to apply for additional funding for future projects. Including some key members to the board such as a CDFI (Community Development Financial Institution) with a focus on housing development and an experienced developer. Developers are a good source of funding as they bring their own money to invest in projects.

Blessings to all,

Shaunta M Patton



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: DDA Non-Profit Organization Resolution

Recommendation:

Consider a resolution recognizing the Downtown Development Authority as a non-profit organization operating in the City of Jackson.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a Regular meeting of the Jackson City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by Mayor Daniel Mahoney on Januray 16, 2024
DATE
at 6:30 a.m./p.m. the following resolution was offered:
TIME
Moved by _____ and supported by _____
that the request from Downtown Development Authority of Jackson,
NAME OF ORGANIZATION CITY
county of Jackson, asking that they be recognized as a
COUNTY NAME
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Special Event Application: Groundhog Gallop

Recommendation:

Approve a request from Grow Jackson to host the Groundhog Gallop on February 3, 2024 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Groundhog Gallop.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: January 30, 2024

RECOMMENDATION: Approve a request from Grow Jackson to host the Groundhog Gallop on February 3, 2024 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

ISSUE STATEMENT

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		\$250.00
Public Works	X		\$0.00
TOTAL			\$250.00

DESCRIBE THE CONSEQUENCES

No city services requested

OWNERSHIP

Insurance Status: Approved and on file with the City Attorney and DDA

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Grow Jackson to host the Groundhog Gallop on February 3, 2024 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

ATTACHMENTS

- 1. SEA--Groundhog Gallop

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

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 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <u>Grow Jackson</u>			
Address: <u>740 W Michigan Ave, Jackson MI 49201</u>		Phone: (517) <u>745-9805</u>	
Tax ID#: <u>85-3704505</u>	Website: <u>growjackson.org</u>		
Contact Name: <u>Jacob Inosencio</u>	Phone: <u>517-745-9805</u>	Email: <u>jacob@growjackson.org</u>	
Contact Name: <u>Jacob Inosencio</u>	Phone: <u>517-745-9805</u>	Email: <u>jacob@growjackson.org</u>	
Contact Name During Event: <u>Jacob Inosencio</u>		Phone: (517) <u>745-9805</u>	

Event Information

Event Name: <u>Grow Jackson Groundhog Gallop</u>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>February 3rd</u>	<u>8 am</u>	<u>10 am</u>	<u>12 pm</u>	

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 350

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: Middle School at Parkside and MLK Jr. Equality Trail

☐ 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.

This event is a 5k run/walk fundraiser with all proceeds benefiting
Grow Jackson.

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

- ☐ **Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****
- ☐ **Water Needs:** Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____
- ☐ **Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____
- ☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____
- ☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- ☐ **Fireworks:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- ☐ Traffic Cones ☐ Mobile Stage (please circle **15-foot** or **25-foot** version)
- ☐ Other: _____

Insurance

Please request the following documentation from your insurance carrier.

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

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

Event Map Details of all event activities MUST be included.

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

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

Special Event Application

Certification & Signature

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

Signature: Carmy Maynard

Date: 12/28/2023

Office Use ONLY	
Application Received:	
Date:	12/29/23
Time:	
By:	AZ
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

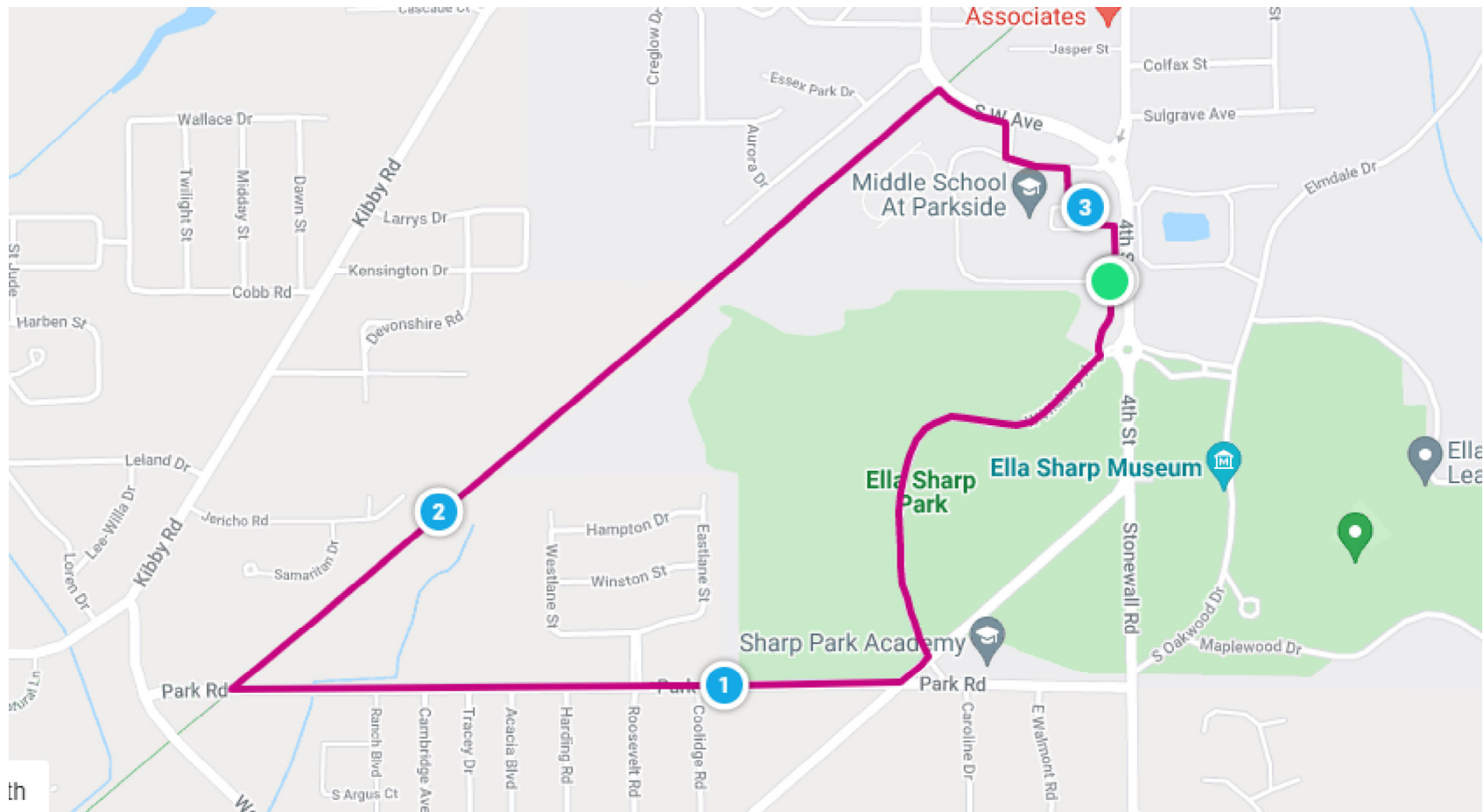
Prohibited Items

Additional fees may apply if policies are not followed

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



161 W. Michigan Avenue Jackson, MI 49201 – (517) 768-6411 – aecon@cityofjackson.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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PRODUCER Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202		CONTACT NAME: Angela S Hawkins PHONE (A/C, No, Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: ahawkins@richmondagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto Owners	
		INSURER B: Home Owners	
		INSURER C: United States Liability	
		INSURER D: Accident Fund	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20231228130142723**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			06133304	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5321155300	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			5328196000	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	ARP12005907300	11/01/2023	11/01/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	Directors and Officers			NDO1585036	12/01/2023	12/01/2024	1,000,000 1,000,000 Each Claim Aggregate

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

CERTIFICATE HOLDER**CANCELLATION**Parkside Middle School
2400 4th St.
Jackson MI 49203

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)

12/28/2023

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PRODUCER Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202		CONTACT NAME: Angela S Hawkins PHONE (A/C, No, Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: ahawkins@richmondagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto Owners	
		INSURER B: Home Owners	
		INSURER C: United States Liability	
		INSURER D: Accident Fund	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20231228125416550**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.

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		06133304	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5321155300	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ RETENTION \$ 10,000			5328196000	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	ARP12005907300	11/01/2023	11/01/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers			NDO1585036	12/01/2023	12/01/2024	1,000,000 1,000,000 Each Claim Aggregate

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

The City of Jackson and The Jackson Downtown Development Authority are listed as Additional Insured in regards to the General Liability

CERTIFICATE HOLDERThe 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

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		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto Owners	
		INSURER B: Home Owners	
		INSURER C: United States Liability	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20231228120748800**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.

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A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5321155300	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			5328196000	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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C	Directors and Officers			NDO1585036	12/01/2023	12/01/2024	1,000,000 1,000,000 Each Claim Aggregate

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CERTIFICATE HOLDERThe Jackson Downtown Development Authority
161 W. Michigan Ave.
Jackson MI 49201**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto Owners	
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COVERAGES**CERTIFICATE NUMBER:** 20231228125416550**REVISION NUMBER:**

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	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5321155300	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			5328196000	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
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	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
C	Directors and Officers			NDO1585036	12/01/2023	12/01/2024	1,000,000 1,000,000 Each Claim Aqreqate

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

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CERTIFICATE HOLDER**CANCELLATION**City of Jackson
161 W. Michigan Ave.
Jackson MI 49201

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AUTHORIZED REPRESENTATIVE

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MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Special Event Application: Fairy Festival

Recommendation:

Approve a request from the Jackson School of the Arts to host their Fairy Festival April 20th, 2024, in Parking Lot #6, and the streets of downtown Jackson.

I recommend approval of the special event application for the JSA Fairy Festival. Your consideration and concurrence is appreciated.

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: January 30, 2024

RECOMMENDATION: Approve a request from the Jackson School of the Arts to host their Fairy Festival April 20, 2024 in Parking Lot #6, and on the streets of downtown Jackson.

ISSUE STATEMENT

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Use of Parking Lot #6, downtown Jackson, road closed barricades

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson School of the Arts to host their Fairy Festival April 20, 2024 in Parking Lot #6, and on the streets of downtown Jackson.

ATTACHMENTS

- 1. SEA__Fairy Festival 2024

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

- 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.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- 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.
- 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.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <u>Jackson School of the Arts</u>	
Address: <u>135 W Cortland St</u>	Phone: <u>(517) 784-2389</u>
Tax ID#: <u>38-3581314</u>	Website: <u>JacksonArts.org</u>
Contact Name: <u>Cherie Good</u>	Phone: <u>517-784-2389</u> Email: <u>cgood@jacksonarts.org</u>
Contact Name: <u>Brandi Kinch</u>	Phone: <u></u> Email: <u>brandi@jacksonarts.org</u>
Contact Name During Event: <u>Brandi Kinch</u>	Phone: <u>(517) 784-2389</u>

Event Information

Event Name: <u>Fairy Fest</u>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>April 20, 2024</u>	<u>Tent Friday</u> <u>Parking Lot/Street</u> <u>Saturday AM</u>	<u>8am</u>	<u>5pm</u>	<u>Saturday</u> <u>evening</u>

Has this event occurred before? ☒ Yes, (if yes, how many previous years? 16 years) ☐ No
Do you expect this event to occur again next year? ☒ Yes What is the expected attendance for this event? 2000

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 ☐ TRUE City Square (Stage)
☐ Ella Sharp Park (requires Ella Sharp Board approval) ☐ MLK Equality Trail
☒ Other Location: 135 W. Cortland - we need use of parking lot #6
☒ Streets: Cortland between Lean Rocket/public parking ; S Jackson St.
☐ 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: <u>Cortland St</u>	Cross Streets: <u>S Jackson upto JATA CROSS WALK</u>
Closure Start Date: <u>4/20/24</u> Time: <u>8am</u>	Closure End Date: <u>4/20/24</u> Time: <u>6pm</u>
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: 4-5 food trucks and 5-7 vendors
 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 ☐ Vendor Locations ☐ Tent Locations ☐ Assembly Locations	☐ Emergency Vehicle Access ☐ Dispersal Locations ☐ Trash Receptacles ☐ Requested Street Closures	☐ Restroom Locations ☐ Tables ☐ Requested Reserved Parking ☐ 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: _____

Office Use ONLY

Application Received:

Date:

Time:

By:

Application Fee Received:

Application Requirements

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

Application **MUST** be submitted along with all required attachments to:

City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or 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



161 W. Michigan Avenue Jackson, MI 49201 – (517) 768-6411 – aecon@cityofjackson.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

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 Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Andre Barroso PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: abarroso@waltoninsurancegroup.com																					
INSURED Jackson School of the Arts Association PO Box 1432 Jackson MI 49204	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Alliance of Nonprofits for Insurance</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Alliance of Nonprofits for Insurance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL23102427322 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		2023-66002	09/30/2023	09/30/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Sexual Abuse Coverage</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Sexual Abuse Coverage	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
EACH OCCURRENCE	\$ 1,000,000																												
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PROPERTY DAMAGE (Per accident)	\$																												
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			2023-66002-UMB	09/30/2023	09/30/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PER STATUTE</td><td>\$</td></tr><tr><td>OTH-ER</td><td>\$</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
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E.L. DISEASE - EA EMPLOYEE	\$																												
E.L. DISEASE - POLICY LIMIT	\$																												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A	2023-66002-DO	09/30/2023	09/30/2024	<table><tr><td>D&O Annual Aggregate</td><td>\$1,000,000</td></tr></table>	D&O Annual Aggregate	\$1,000,000																				
D&O Annual Aggregate	\$1,000,000																												

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

The City of Jackson, Michigan and the Jackson Downtown Development Authority are listed as additional insured with regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson & Jackson Downtown Development Authority
120 W. Michigan Avenue

Jackson

MI 49201

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

W WASH - 24th St

BUS Station

Participant Parking

5th Lot

Tent

Bounce House

~~5th~~ Bldg
3 Floors of Fairy Festival
Event Activities

door

Vendor Vendor Vendor

Vendor Vendor Vendor Vendor

pedestrian
x way
event
closed

St
Courtland

event
closed

FOOD TRUCKS Food truck Food trucks Food trucks

S JACKSON



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Special Event Application: Blizzard Bazaar

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host their Blizzard Bazaar on Saturday, February 24, 2024, from 12 pm – 4 pm in downtown Jackson.

Attached is a memo from Beth Kuiper regarding the Special Event Application for the Blizzard Bazaar.

I recommend approval of the Special Event Application for the Blizzard Bazaar. Your consideration and concurrence is appreciated.

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: January 30, 2024

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host their Blizzard Bazaar on Saturday, February 24, 2024 from 12 am – 4 pm in downtown Jackson.

ISSUE STATEMENT

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		\$268.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
TOTAL			\$268.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Additional garbage cans & power; no-parking tripods,

OWNERSHIP

Insurance Status: This event is covered under the City of Jackson's insurance policy.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host their Blizzard Bazaar on Saturday, February 24, 2024, from 12 pm – 4 pm in downtown Jackson.

ATTACHMENTS

- 1. SEA__Blizzard Bizaar

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

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 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <u>Downtown Development Authority</u>	
Address: <u>161 W. Michigan Ave 5th FL</u>	Phone: <u>(517) 768-6410</u>
Tax ID#:	Website:
Contact Name: <u>Beth</u>	Phone: <u>517-800-1445</u> Email: <u>jacksondda@cityofjackson.org</u>
Contact Name: <u>Andrea</u>	Phone: <u>517-342-7912</u> Email: <u>aecon@cityofjackson.org</u>
Contact Name During Event: <u>Beth or Andrea ↑</u>	Phone: <u>(see) adone</u>

Event Information

Event Name: <u>Blizzard Bazaar</u>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>2/24/24</u>	<u>8:00 Am</u>	<u>12:00</u>	<u>4:00</u>	<u>4:15</u>

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? 200

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 | ☐ TRUE City Square (Stage) |
| ☐ Ella Sharp Park (requires Ella Sharp Board approval) | ☐ MLK Equality Trail |
| ☐ Other Location: <u>(East Side private prop)</u> | |
| ☐ Streets: _____ | |

☒ Other Park: Grand River Walk → next to consumers

Brief description of Event

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

Our fist inaugural Blizzard Bizaar. As we start to bid farewell to winter and the cabin fever is starting to set in we are throwing a small festival to beat those winter blues. Ice sculpting, nailed it competition, cold cash grab, BRRR bullseye snow target game, food trucks and more!

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: Buckeye Harris, Grand River Walk,
 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. **

☒ Buckeye Harris - Bathrooms

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

☒ **Food/Vendors:** Indicate vendors requirements: 1-2 food trucks
 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:** NO parking tripods - DDA will provide + a few extra trash cans for river walk & East side ③

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
☐ Vendor Locations
☐ Tent Locations
☒ Assembly Locations | ☐ Emergency Vehicle Access
☐ Dispersal Locations
☒ Trash Receptacles
☐ Requested Street Closures | ☒ Restroom Locations
☐ Tables
☐ Requested Reserved Parking
☐ 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: _____

Office Use ONLY

Application Received:

Date:

Time:

By:

Application Fee Received:

Application Requirements

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

Application **MUST** be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or aecon@cityofjackson.org
(517) 768-6411

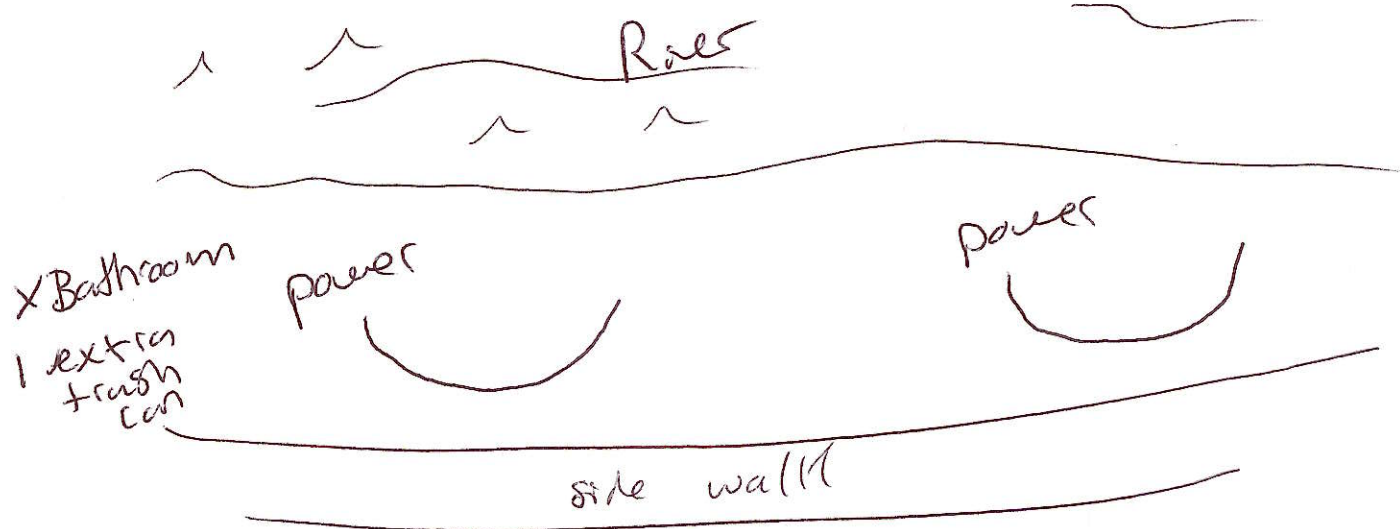
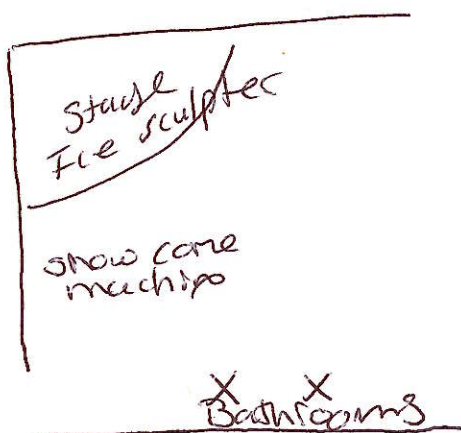
Prohibited Items

Additional fees may apply if policies are not followed

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

Bucky

Food Truck



East side

Private lot TBA →

cash grab machine
Bathroom
trash can

is needed it
competition



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approval of the Corrective Action Plan for “Actual Expenditures Exceeding the Amounts Authorized in the Budget”

Recommendation:

Approval of the Corrective Action Plan as of June 30, 2023, for “Actual Expenditures Exceeding the Amounts Authorized in the Budget”.

Attached is a memo from Heather Ehnis regarding the filing of a required Corrective Action Plan for the City’s budget variances as of June 30, 2023. The Corrective Action Plan needs prior City Council approval before it can be filed with the State.

I recommend approval of this Corrective Action Plan. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: January 30, 2024

RECOMMENDATION: Approval of the Corrective Action Plan as of June 30, 2023, for "Actual Expenditures Exceeding the Amounts Authorized in the Budget".

ISSUE STATEMENT

The State Department of Treasury reviews municipal audits to determine compliance with budgeting, accounting, auditing and statutory compliance-related activities. Based on that review, the City of Jackson's audit for the year ended June 30, 2023, disclosed certain budgetary funds where the expenditures were in excess of the amounts appropriated (see "Notes to Financial Statements" - Note 3 attached). As a result, the Department of Treasury will require a detailed Corrective Action Plan to address these budget variances.

DESCRIBE THE CONSEQUENCES

Filing this corrective action plan is necessary to avoid subsequent denial of this fiscal years qualified status, which would prevent the City from issuing debt, among other sanctions.

OWNERSHIP

The State Budget Act (PA 2 of 1968) requires budget amendments be adopted before any activity or fund expenditures exceed the budget. In the event that a variance occurs prior to the budget amendment, the legislative body should amend the budget as soon as a deviation is apparent and no later than the end of the fiscal year.

SOLUTION

A Corrective Action Plan will be sent to the State Treasury following approval by the City Council to remain in compliance with the State.

FACILITATE IMPLEMENTATION

Approval of the Corrective Action Plan for "Actual Expenditures Exceeding the Amounts Authorized in the Budget" as of June 30, 2023.

ATTACHMENTS

1. Corrective Action Plan 2023
2. ACFR - Note 3

Corrective Action Plan as of June 30, 2023

For “Actual Expenditures Exceeding the Amounts Authorized in the Budget”

The following budgetary funds incurred expenditures in excess of the amounts appropriated during the fiscal year ended June 30, 2023. The reason for the variance and the corrective action to be taken is presented with the variance.

GENERAL FUND:

Culture and Recreation – Parks & Facilities Maintenance

Total Appropriation	Amount of Expenditure	Budget Variance
\$885,234	\$1,152,529	\$267,295

Reason for Variance: This budget variance is the result of the implementation of GASB 87, accounting for leases, which was not taken into consideration during the preparation or revision of the budget for the fiscal year.

Correction Action to be taken: The Finance Department will implement additional procedures to include estimated GASB 87-related expenditures in future budgets.

SPECIAL REVENUE FUND:

Ella W. Sharp Park Operating Fund

Total Appropriation	Amount of Expenditure	Budget Variance
\$1,048,653	\$1,305,278	\$256,625

Reason for Variance: This budget variance is the result of the implementation of GASB 87, accounting for leases, which was not taken into consideration during the preparation or revision of the budget for the fiscal year.

Correction Action to be taken: The Finance Department will implement additional procedures to include estimated GASB 87-related expenditures in future budgets.

CITY OF JACKSON, MICHIGAN

Notes to Financial Statements

Council reported budgeted amounts are as originally adopted or as amended by department revision or resolution. Supplemental budgetary appropriations were made during the year, the total of which was not significant in relation to the original appropriations.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other firm commitments are used for the expenditure of monies, is utilized as an extension of formal budgetary control in the governmental funds. Encumbered amounts lapse at year-end, however, material encumbrances generally are reappropriated as part of the following year's budget.

3. EXCESS OF EXPENDITURES OVER APPROPRIATIONS

During the year ended June 30, 2023, the City incurred expenditures in certain budgetary funds which were in excess of the amounts appropriated, as follows:

	Total Appropriations	Amount of Expenditures	Budget Variance
General fund			
Current -			
Culture and recreation -			
Parks and facilities maintenance	\$ 885,234	\$ 1,152,529	\$ 267,295
Special revenue fund -			
Ella W. Sharp Park Operating Fund	1,048,653	1,305,278	256,625

4. FUND DEFICITS

At June 30, 2023, the special assessment capital projects fund had a fund deficit of \$1,540,108. This deficit will be eliminated as deferred special assessments become due.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Projects Fund

Recommendation:

Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2023.

Attached is a memo from Heather Ehnis regarding the filing of a required Deficit Elimination Plan for the City's Special Assessment Capital Project Fund as of June 30, 2023. The Deficit Elimination Plan Resolution that will be filed required City Council approval before it can be sent to the State for certification.

I recommend approval of this Deficit Elimination Plan Resolution. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: January 30, 2024

RECOMMENDATION: Approval of the Deficit Elimination Plan Resolution as of June 30, 2023, for the Special Assessment Capital Project Fund.

ISSUE STATEMENT

The State Treasury Department, in accordance with their Numbered Letter 2016-1, issued July 11, 2016, requires all funds with a deficit to file a Deficit Elimination Plan. The Plan requires projected budgets through the year of the fund's deficit elimination, or, in the case of the Special Assessment Fund, the next several year's projections showing the gradual elimination of the deficit. The Treasury letter notifying the City of this requirement is attached.

DESCRIBE THE CONSEQUENCES

There are no budgetary considerations related to this action. However, if an approved deficit elimination plan is not filed within 30 days, the State may withhold 25% of the City's state revenue sharing payments until an approved plan is evaluated and certified by the Treasury department.

OWNERSHIP

Special Assessment Capital Project Funds, by their nature, will always have a deficit condition since the revenues from the special assessment receivables are not recognized as revenues until collected. The City, like all other government units, will always have a deficit condition in its Special Assessment Capital Projects Fund. The more recent Numbered Letter 2016-1, however, now requires that a Deficit Elimination Plan also be filed for this previously excluded fund type, which will now be filed annually. A similar Plan was also filed for this fund for each of the last six fiscal years.

SOLUTION

A Deficit Elimination Plan Resolution will be sent to the State Treasury following approval by the City Council. Filing this Plan, and subsequent certification, will avoid withholding of future state-shared revenues.

FACILITATE IMPLEMENTATION

Approve the Deficit Elimination Plan Resolution (attached) for certification by the State.

ATTACHMENTS

1. Resolution - Deficit Elimination Plan 2023
2. SOM Fund Deficit Notice_2023

RESOLUTION

To Adopt the Special Assessment Fund Deficit Elimination Plan for June 30, 2023

WHEREAS, the City of Jackson's Special Assessment Fund has a \$1,540,108 fund deficit as of June 30, 2023, and

WHEREAS, 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury, and

WHEREAS, the current fund deficit is represented by deferred special assessment receivables that will be collected over their respective remaining terms, thus reducing the current fund deficit;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson's legislative body adopts the following as the City of Jackson - Special Assessment Fund's Deficit Elimination Plan for June 30, 2023.

BE IT FURTHER RESOLVED that the City of Jackson's Finance Director submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

	Fiscal Year Projections					
	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
Revenues:						
Collections on Special Assessments -						
Rolls Not Bonded	\$ 247,651	\$ 223,451	\$ 218,229	\$ 218,229	\$ 214,128	\$ 214,128
Fund Balance (Deficit) - Beginning of Year	(1,540,108)	(1,292,457)	(1,069,006)	(850,777)	(632,548)	(418,420)
Fund Balance (Deficit) - End of Year	\$ (1,292,457)	\$ (1,069,006)	\$ (850,777)	\$ (632,548)	\$ (418,420)	\$ (204,292)

* * * * *

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 16th day of January 2024.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 17th day of January 2024.

City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

December 18, 2023

**Notice of Intent To
Withhold State Payments**

Municipality Code: 382010
APR Form ID Number: 150960
Report ID Number: 151053

Sent Via Email

Chief Administrative Officer
City of Jackson
hehnis@cityofjackson.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [Treasury Website \(Numbered Letter 2016-1\)](#). An additional resource is our [online video library](#) which explains what a deficit elimination plan is, why it is important, and how to file.

The Local Audit and Finance Division received an audit report from your local unit for the fiscal year ending 2023. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Special Assessment Capital Projects	-\$1,540,108.00

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis. In addition, for General Fund deficits the Department of Treasury highly recommends the municipality use its [Multi-Year Budget ProjectionTool](#).

Except where indicated “No Plan Necessary,” within 30 days from the date of this letter please upload a deficit elimination plan for all funds listed above and a certified resolution online by visiting Michigan.gov/MunicipalFinance and select Deficit Elimination Plan Upload. Should a plan not be filed within 30 days, we may withhold 25% of the local unit’s State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive, flowing style.

Harlan Goodrich, Municipal Finance Manager
Local Audit and Finance Division



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: JNET Interlocal Agreement

Recommendation:

Approve JNET Interlocal Agreement



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: January 30, 2024

RECOMMENDATION: Approve JNET Interlocal Agreement

ISSUE STATEMENT

The Jackson Narcotics Enforcement Team (JNET) is a multi-jurisdictional task force whose focus is drug interdiction. The team is comprised of members of the Michigan State Police, Jackson County Sheriff's Department, and Jackson Police Department. The current bylaws require the Interlocal Agreement to be renewed annually.

DESCRIBE THE CONSEQUENCES

The Jackson Police Department currently has one officer assigned to JNET. No new budget adjustments are necessary. Failure to sign the Interlocal Agreement could result in Jackson Police Department's removal from the task force.

OWNERSHIP

JNET has been in existence for more than 25 years. In order to continue with the task force, the attached Interlocal Agreement must be signed each year by the organizations whose employees are part of the team.

SOLUTION

The Agreement has remained the same for many years, and no changes were made to the Agreement since it was approved in 2023. I recommend approval of the Agreement and allowing the City Manager to execute it on behalf of the City of Jackson.

FACILITATE IMPLEMENTATION

I recommend approval of the Agreement and allowing the City Manager to execute it on behalf of the City of Jackson.

ATTACHMENTS

1. JNET Interlocal Agreement_12-7-2023

INTERLOCAL AGREEMENT

Jackson Narcotics Enforcement Team (J.N.E.T.)

WHEREAS, the participating entities the Michigan Department of State Police, Jackson County, and City of Jackson, enter into this agreement pursuant to the Urban Cooperation Act, MCL 124.501 et seq.;

WHEREAS, the participating entities are desirous of establishing a cooperative task force by combining their investigative services, manpower, and/or resources for the purpose of enforcing narcotic and/or controlled substance laws and deterring related criminal activity; and

WHEREAS, the participating entities do not intend by this agreement to establish this task force or its command board as a separate legal or administrative entity under Section 7 (1) of the Urban Cooperation Act, MCL 124.507 (1) and have not therefore provided for or otherwise established such an entity by the terms of this agreement.

THEREFORE, in consideration of the mutual interest, obligations and promises herein contained, the participating entities hereto agree as follows:

ARTICLE I

OPERATIONAL PROCEDURES AND GUIDELINES

I. PURPOSE

The participating entities enter into this agreement to create the Jackson Narcotics Enforcement Team (JNET) for the purpose of combining their efforts toward the enforcement of narcotic and controlled substance laws in the State of Michigan.

II. COMMAND BOARD

A Command Board shall be formed which will consist of the administrative heads, or their representatives, of the police agencies of the participating entities contributing law enforcement personnel to JNET, or meeting obligations of a participating entity, as established in the bylaws, and the Prosecuting Attorney from Jackson County. The Command Board shall meet on matters concerning the day-to-day operations of the team. A quorum shall consist of a simple majority of the members present and voting.

III. OPERATION POLICIES AND PROCEDURES

The Command Board shall adopt by-laws for the operational policies and procedures to be implemented and followed by JNET.

IV. PERSONNEL AND COMPENSATION

All participating entities shall maintain at least one (1) full time police officer assigned to exclusively work in drug law enforcement with JNET or, pursuant to the bylaws; a participating police entity may remain a member of JNET by payment of an annual contribution as specified by the Command Board on an annual basis.

Each law enforcement officer assigned to JNET by his/her participating entity's police agency shall remain an agent of that participating entity's police agency. Said participating entity and officers assigned to JNET agree to conform to all operating procedures established by MSP, First District Policy, specifically including but not limited to, the handling of narcotic cases, confidential informants, evidence, and forfeiture procedures.

Personnel costs for sworn law enforcement officers assigned to JNET, including wages, overtime, insurance, and other fringe benefits shall be provided for and paid by the participating entity supplying such personnel. The exception would be those personnel funded through grants and/or other funding sources.

V. COMMANDER

The Michigan Department of State Police shall appoint a JNET Commander who shall have the authority, as designated by the Department of State Police and the Command Board, to coordinate the operation of JNET. The Commander will arrange for the training of participating police personnel, for the control and accounting of expenditures and property, and for the filing of a monthly report of JNET activity at each Command Board meeting.

VI. LIABILITY AND INSURANCE

Liability insurance and/or legal representation in civil suits for alleged tortious conduct and/or civil rights violations against the personnel of a participating entity on JNET, a participating entity, and/or a participating entity's representative on the Command Board is the individual responsibility of each participating entity and a participating entity may provide liability insurance and/or legal representation for itself, for its personnel on JNET and/or for its representative on the Command Board.

A judgment for actual and/or punitive damages resulting from a finding of tortious conduct or violation of civil rights, against a participating entity's personnel, a participating entity itself and/or a participating entity's representative on the Command Board, may be paid by the participating entity which supplied the personnel against whom a judgment entered and/or which appointed the representative against whom a judgment entered. No participating entity, JNET personnel or Command Board representative is liable for or required to satisfy a judgment against another participating entity, that entity's personnel on JNET or that entity's representative on the Command Board. Further, JNET shall not indemnify assigned personnel, a participating entity, or its appointed representative to the Command Board for any claim or judgment referred to herein.

VII. JURISDICTION

Any duly sworn police officer, while assigned to JNET and while working in furtherance of the purposes and activities of JNET, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a police officer in his/her own jurisdiction, and in any jurisdiction within the State.

ARTICLE II FORFEITURE PROCEDURES AND DISPOSITION OF PROPERTY SEIZED

I. FORFEITURES PURSUANT TO THE CONTROLLED SUBSTANCE ACT

All property seized by JNET pursuant to MCL 333.7521 et seq., as amended, shall be maintained and handled pursuant to Michigan State Police guidelines under Michigan State Police Department policies, and will be recorded on the prescribed MSP forms. Property will be controlled, inspected, and disposed of according to MSP procedures.

When property is seized pursuant to said forfeiture act, an officer assigned to JNET seizing the property shall use the standard Michigan State Police Narcotics Forfeiture Forms. The Michigan State Police will be the Quartermaster and custodian of all property seized by JNET and will receive and maintain said seized property under MSP policies.

In the event that property seized by JNET is subsequently forfeited to the Command Board, the property will be disposed of in accordance with MCL 333.7524. All property forfeited to the Command Board and the proceeds from the sale of said property shall be used to enhance law enforcement efforts pertaining to the Controlled Substance Act.

In the event that it is necessary to file judicial forfeiture proceedings, the Jackson County Prosecutor's office or the Michigan Attorney General's Office shall file forfeiture proceedings for property seized by JNET. Said forfeiture proceedings shall be instituted in the name of the Jackson County Prosecuting Attorney or Michigan Attorney General's Office.

The Jackson County Prosecuting Attorney or Michigan Attorney General, by and through his/her designated assistant prosecuting attorney, working in conjunction with the JNET Commander, shall have the authority to establish sale prices, negotiate real estate transactions, accept bids, make counter-offers, sign deeds and other documents associated with the sale of real estate forfeited to the Command Board.

II. CUSTODIAN OF SEIZED AND FORFEITED MONIES AND PROPERTY

The County of Jackson shall be the custodian of all seized and forfeited monies for purposes stated under MCL 333.7524. All such money received by the County of Jackson shall be placed in a "Drug Law Enforcement Fund 299 Account." The County shall establish two such accounts: (1) A "Pending" non-adjudicated forfeiture account in which shall be placed all seized (except evidence) monies prior to settlement or judicial adjudication. Monies shall not be disbursed from said "Pending" account unless the County receives an Administrative Order (Declaration of Administrative Forfeiture), a Stipulation of Out-of-Court Settlement, a Judgment of Forfeiture, or a Court Order authorizing the release of said monies; (2) A "Revenue" account which shall contain forfeited monies, proceeds from the sales of forfeited real and personal property, a court ordered restitution receipts, and any other miscellaneous income received by JNET or the Command Board.

Property forfeited to the Command Board and used by JNET to enhance drug law enforcement shall be inventoried and otherwise accounted for by the JNET Commander on an annual basis.

All existing funds and/or property in the possession of JNET shall be transferred and utilized pursuant to and in accordance with the terms of this Agreement.

III. DUTIES AND FUNCTIONS OF THE COUNTY OF JACKSON

The County of Jackson shall perform those functions and exercise those powers and a responsibility set forth at MCL 333.7524 and is to receive funds obtained pursuant to MCL 333.7524, but only for the purposes specified under this agreement.

The County of Jackson, as the custodian of the seized and forfeited funds and property, shall comply with the terms of MCL 333.7524a with respect to the annual reports and audits required under that statute which pertain to the receipt and disbursement of forfeited property. Audit findings shall be submitted to each of the participating entities under this agreement.

JNET shall also prepare and submit to each participating entity under this agreement, at the beginning of each fiscal year, a proposed line item budget. The proposed budget shall include proposed allocation in response to requests for drug law enforcement support from each participating entity. This budget shall be adopted by the County of Jackson no later than December each year and submit the same to the participating entities for informational purposes.

Notwithstanding any contrary provision, the County of Jackson, with the approval of the Board of Control, is to adopt a budget, which provides for the payment of appropriated expenses from the drug forfeiture property received pursuant to MCL 333.7524 prior to the expenditure of monies.

Payments for the budgeted or appropriated expenses shall be made after receipt of appropriate documentation verifying the expenditures.

ARTICLE III

WITHDRAWAL; TERMINATION

I. WITHDRAWAL FROM AGREEMENT

Any participating entity may withdraw from this agreement by providing not less than thirty (30) days prior written notice to each of the participating entities. The agreement may be terminated by joint action of all the participating entities at any time.

II. DISTRIBUTION OF FORFEITURE ASSETS UPON WITHDRAWAL

In the event that any participating entity withdraws from this agreement, any assets which have been retained by the County of Jackson/JNET remain in the custody of the County/JNET and shall be disposed of as provided in the bylaws and in accordance with MCL 333.7524.

III. DISTRIBUTION OF FORFEITURE ASSETS UPON TERMINATION

In the event of a complete termination of this agreement, any remaining assets shall be distributed to each of the participating entities. That distribution shall be proportionate to the number of full-time employee positions allocated, excluding grant funded positions, plus the proportionate amount of funds provided, if any, to the cooperative drug law enforcement effort in the preceding twenty-four (24) months by participating entities.

IV. Revocation of Prior Agreements:

This agreement rescinds all previous agreements.

Date: 12-7-23


Michigan Department of State Police

Date: _____

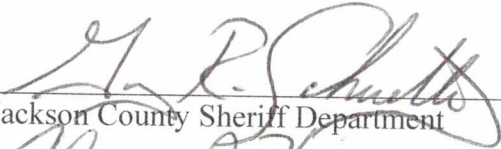
Jackson County Board of Commissioners

Date: _____

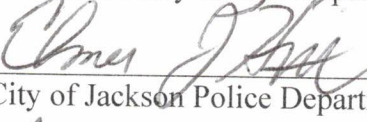
City Manager, City of Jackson

Although the county sheriff(s), county prosecutor(s) and local police chief(s) are not parties to the agreement and aren't required to sign the agreement, they may sign as acknowledgement of their role as described in the agreement.

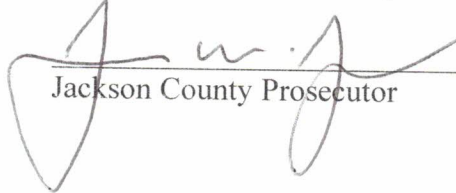
Date: 12/17/2023


Jackson County Sheriff Department

Date: 12/17/2023


City of Jackson Police Department

Date: 12-7-2023


Jackson County Prosecutor



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc.

Recommendation:

Approve Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc. in the increased amount of \$63,385.86 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 2 to the Perrine Street Reconstruction contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc. in the increased amount of \$63,385.86 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align estimated contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect this City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made.

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of \$63,385.86, bringing the current contract amount to \$1,328,867.15.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. To this end, Engineering developed this project to reconstruct the pavement and replace the water mains, water services, and sewers on Perrine Street from Michigan Avenue to Burr Street.

On October 11, 2022, City Council approved the award of the contract to Concord Excavating & Grading, Inc. of Concord, Michigan in the amount of \$1,260,987.65. On November 28, 2023, City Council approve an interim balancing change order in the increase amount of \$4,493.62 to balance contract quantities to match quantities that were substantially complete in the field.

SOLUTION

Engineering has prepared this balancing Change Order 2 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 2 to the Perrine Street Reconstruction contract with Concord Excavating & Grading, Inc. in the increased amount of \$63,385.86 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ATTACHMENTS

1. Engineering Ch Order 2 Perrine Reconstr att

CHANGE ORDER NO. 2
To Contract for
ENG22-09 Perrine Street Reconstruction
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	\$ 1,260,987.65
APPROVED CHANGE ORDER NO. 1	\$ 4,493.62
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 1,265,481.27
CHANGE ORDER NO. 2	\$ 63,385.86
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 1,328,867.15

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Concord Excavating & Grading, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG22-09 PERRINE STREET RECONSTRUCTION

BALANCING CHANGE ORDER NUMBER 2

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0002	2020004	Tree, Rem, 6 inch to 18 inch	4.00	-4.00	0.00	Ea	\$ 800.00	\$ -	\$ (3,200.00)
0035	4027001	_ Sewer, CI E, 12 inch	405.50	-278.00	127.50	Ft	\$ 45.00	\$ -	\$ (12,510.00)
0092	8237001	_ Water Main Backfill, Class II	1,790.50	-280.00	1,510.50	Ft	\$ 15.00	\$ -	\$ (4,200.00)
0094	8237001	_ Water Main, 8 inch	1,658.00	-280.00	1,378.00	Ft	\$ 85.00	\$ -	\$ (23,800.00)
0120	8260070	Tracer Wire	-251.00	3,900.00	3,649.00	Ft	\$ 0.38	\$ 1,482.00	\$ -
0121	8237001	_ Water Main, Directional Bore, 8 inch	-7.00	280.00	273.00	Ft	\$ 177.00	\$ 49,560.00	\$ -
0122	2027050	_ Tree, Rem, 22 inch to 43 inch	0.00	5.00	5.00	Ea	\$ 2,500.00	\$ 12,500.00	\$ -
0123	8237050	_ Line Stop, 6 inch	0.00	1.00	1.00	Ea	\$ 10,000.00	\$ 10,000.00	\$ -
0124	4027001	_ Sewer, CI E, 18 inch	-28.00	325.00	297.00	Ft	\$ 56.92	\$ 18,499.00	\$ -
0125	4027050	_ Dr Structure, Tap, 18 inch, Modified	0.00	10.00	10.00	Ea	\$ 500.00	\$ 5,000.00	\$ -
0126	4027051	_ Sewer, CI E, 12 inch, Restocking	0.00	1.00	1.00	LS	\$ 2,254.86	\$ 2,254.86	\$ -
0127	4037050	_ Storm Manhole, Block	0.00	1.00	1.00	Ea	\$ 7,800.00	\$ 7,800.00	\$ -

Total: \$ 107,095.86 \$ (43,710.00)

Net Change: \$ 63,385.86

Current Contract Amount: \$ 1,265,481.29

Revised Contract Amount: \$ 1,328,867.15



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc.

Recommendation:

Approve Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the decreased amount of \$35,955.01 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 to the MLK Equality Trail, West to Prospect contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the decreased amount of \$35,955.01 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align estimated contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made.

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of \$35,955.01, bringing the current contract amount to \$659,764.54.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City’s infrastructure - including the trail network. To this end, Engineering developed this project to reconstruct the pavement on the Martin Luther King Equality Trail from West Avenue to Prospect Street.

On June 13, 2023, City Council approved the award of the contract to Dunigan Brothers, Inc. of Jackson, Michigan in the amount of \$695,719.55.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the decreased amount of \$35,955.01 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ATTACHMENTS

- 1. Engineering Ch Order 1 MLK Eq Trail att

CHANGE ORDER NO. 1
To Contract for
ENG23-07 MLK Equality Trail from West Avenue to Prospect Street
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	\$ 695,719.55
CHANGE ORDER NO. 1	\$ (35,955.01)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 659,764.54

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Dunigan Brothers, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG23-07 MLK EQUALITY TRAIL RECONSTRUCTION
FROM WEST AVENUE TO PROSPECT STREET
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max	1.00	0.00	1.00	LS	\$ 35,000.00	\$ -	\$ -
0002	2010001	Clearing	1.44	0.00	1.44	Acre	\$ 21,310.00	\$ -	\$ -
0003	2020004	Tree, Rem, 6 inch to 18 inch	4.00	0.00	4.00	Ea	\$ 1,620.00	\$ -	\$ -
0004	2040020	Curb and Gutter, Rem	133.00	37.50	170.50	Ft	\$ 7.90	\$ 296.25	\$ -
0005	2040055	Sidewalk, Rem	269.00	-1.46	267.54	Syd	\$ 5.90	\$ -	\$ (8.61)
0006	2047001	_ Pavt, Sawcut	163.00	-104.00	59.00	Ft	\$ 3.00	\$ -	\$ (312.00)
0007	2047011	_ HMA Surface, REM, Modified	3,076.00	173.00	3,249.00	Syd	\$ 4.60	\$ 795.80	\$ -
0008	2050031	Non Haz Contam Matl Handling and Disp,	20.00	-20.00	0.00	Cyd	\$ 62.00	\$ -	\$ (1,240.00)
0009	2057011	_ Subgrade Undercutting, 1 x 3	110.00	-110.00	0.00	Syd	\$ 82.20	\$ -	\$ (9,042.00)
0010	2057021	_ Geogrid	330.00	-330.00	0.00	Cyd	\$ 3.90	\$ -	\$ (1,287.00)
0011	2080016	Erosion Control, Gravel Access Approach	4.00	-4.00	0.00	Ea	\$ 196.60	\$ -	\$ (786.40)
0012	2080036	Erosion Control, Silt Fence	685.00	-685.00	0.00	Ft	\$ 3.10	\$ -	\$ (2,123.50)
0013	2087050	_ Erosion Control, Inlet Protection, Grate F	9.00	-9.00	0.00	Ea	\$ 66.50	\$ -	\$ (598.50)
0014	2090001	Project Cleanup	1.00	0.00	1.00	LS	\$ 5,895.00	\$ -	\$ -
0015	3027011	_ Aggregate Bae, 6 inch, 21AA, Modified	4,480.00	-80.00	4,400.00	Syd	\$ 22.00	\$ -	\$ (1,760.00)
0016	3060020	Maintenance Gravel	20.00	-20.00	0.00	Ton	\$ 1.20	\$ -	\$ (24.00)
0017	5010025	Hand Patching	12.00	-12.00	0.00	Ton	\$ 272.40	\$ -	\$ (3,268.80)
0018	6020015	Conc Base Cse, Nonreinf, 6 inch	14.00	-14.00	0.00	Syd	\$ 65.40	\$ -	\$ (915.60)
0019	6020104	Conc Pavt, Nonreinf, 8 inch	44.00	-6.00	38.00	Syd	\$ 87.20	\$ -	\$ (523.20)
0020	8020002	Curb, Conc, Det E2	30.00	-30.00	0.00	Ft	\$ 38.70	\$ -	\$ (1,161.00)
0021	8027001	_ Curb and Gutter, Conc, Det F4	38.00	43.50	81.50	Ft	\$ 36.30	\$ 1,579.05	\$ -
0022	8030010	Detectable Warning Surface	84.00	-4.50	79.50	Ft	\$ 48.40	\$ -	\$ (217.80)
0023	8030030	Curb Ramp Opening, Conc	95.00	-6.00	89.00	Ft	\$ 36.30	\$ -	\$ (217.80)
0024	8030044	Sidewalk, Conc, 4 inch	476.00	-23.00	453.00	Sft	\$ 6.10	\$ -	\$ (140.30)
0025	8032002	Curb Ramp, Conc, 6 inch	1,038.00	-274.00	764.00	Sft	\$ 9.40	\$ -	\$ (2,575.60)
0026	8060020	Shared use Path, Conc	4,544.00	343.00	4,887.00	Syd	\$ 51.00	\$ 17,493.00	\$ -
0027	8060030	Shared use Path, Grading	3,359.00	233.00	3,592.00	Ft	\$ 17.50	\$ 4,077.50	\$ -
0028	8100371	Post, Steel, 3 lb	226.00	138.00	364.00	Ft	\$ 10.30	\$ 1,421.40	\$ -
0029	8100402	Sign, Type III, Erect, Salv	3.00	-3.00	0.00	Ea	\$ 90.80	\$ -	\$ (272.40)
0030	8100403	Sign, Type III, Rem	26.00	-2.00	24.00	Ea	\$ 90.80	\$ -	\$ (181.60)
0031	8100405	Sign, Type IIIB	101.50	18.50	120.00	Sft	\$ 21.80	\$ 403.30	\$ -
0032	8110041	Pavt Mrkg, Ovly Cold Plastic, 12in, X-Walk	305.00	-209.00	96.00	Ft	\$ 6.10	\$ -	\$ (1,274.90)
0033	8110343	Rem Spec Mrkg	300.00	-300.00	0.00	Sft	\$ 6.10	\$ -	\$ (1,830.00)
0034	8120012	Barr, Type III, High Inten, Dbl Sided, Ltd, F	17.00	0.00	17.00	Ea	\$ 67.00	\$ -	\$ -
0035	8120013	Barr, Type III, High Inten, Dbl Sided, Ltd, C	17.00	0.00	17.00	Ea	\$ 6.10	\$ -	\$ -
0036	8120026	Pedestrian Type II Barricade, Temp	8.00	0.00	8.00	Ea	\$ 121.10	\$ -	\$ -
0037	8120035	Channelizing Device, 42 in, Fluor, Furn	70.00	-70.00	0.00	Ea	\$ 18.20	\$ -	\$ (1,274.00)

ENG23-07 MLK EQUALITY TRAIL RECONSTRUCTION
FROM WEST AVENUE TO PROSPECT STREET
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0038	8120036	Channelizing Device, 42 in, Fluor, Oper	70.00	-70.00	0.00	Ea	\$ 1.20	\$ -	\$ (84.00)
0039	8120140	Lighted Arrow, Type C, Furn	1.00	-1.00	0.00	Ea	\$ 242.10	\$ -	\$ (242.10)
0040	8120141	Lighted Arrow, Type C, Oper	1.00	-1.00	0.00	Ea	\$ 121.10	\$ -	\$ (121.10)
0041	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	\$ 14,110.00	\$ -	\$ -
0042	8120350	Sign, Type B, Temp, Prismatic, Furn	465.25	-89.00	376.25	Sft	\$ 2.40	\$ -	\$ (213.60)
0043	8120351	Sign, Type B, Temp, Prismatic, Oper	465.25	-89.00	376.25	Sft	\$ 1.20	\$ -	\$ (106.80)
0044	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	70.50	0.00	70.50	Sft	\$ 8.50	\$ -	\$ -
0045	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	70.50	0.00	70.50	Sft	\$ 1.20	\$ -	\$ -
0046	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	\$ 1.00	\$ -	\$ -
0047	8122199	Reflective Panel for Temp Sign Supp,Oper	100.00	-100.00	0.00	Ea	\$ 33.10	\$ -	\$ (3,310.00)
0048	8150002	Watering and Cultivating, 1st Season, Min	1.00	0.00	1.00	LS	\$ 3,025.00	\$ -	\$ -
0049	8150003	Watering and Cultivating, 2nd Season, Mir	1.00	0.00	1.00	LS	\$ 3,025.00	\$ -	\$ -
0050	8150145	Acer rubrum 'Red Sunset', 2 inch	2.00	0.00	2.00	Ea	\$ 823.20	\$ -	\$ -
0051	8152885	Platanus x acerifolia 'Bloodgood', 2 inch	2.00	0.00	2.00	Ea	\$ 774.70	\$ -	\$ -
0052	8157050	_ Bench, Rem	2.00	0.00	2.00	Ea	\$ 136.10	\$ -	\$ -
0053	8157050	_ Bench, Covered, Rem	1.00	0.00	1.00	Ea	\$ 393.20	\$ -	\$ -
0054	8157050	_ Landscape Planter, Rem	2.00	0.00	2.00	Ea	\$ 491.40	\$ -	\$ -
0055	8157050	_ Steel Gate and Fence, Rem	1.00	0.00	1.00	Ea	\$ 408.20	\$ -	\$ -
0056	8157050	_ Tree, Transplan, 6.0 to 7.0 inch Caliper	1.00	0.00	1.00	Ea	\$ 1,815.00	\$ -	\$ -
0057	8167011	_ Turf Establishment, Performance	11,510.00	-2,362.00	9,148.00	Syd	\$ 7.30	\$ -	\$ (17,242.60)
0058	8197050	_ Light, Shobox, Install	2.00	0.00	2.00	Ea	\$ 1,415.00	\$ -	\$ -
0059	8207001	_ Conduit, 1-1/2 inch, Sch 80/PVC (Empty	70.00	-70.00	0.00	Ft	\$ 92.00	\$ -	\$ (6,440.00)
0060	8207050	_ Infrared Bollar, Fdn	4.00	-4.00	0.00	Ea	\$ 2,265.00	\$ -	\$ (9,060.00)
0061	8207050	_ Infrared Bollard, Reinstall	4.00	0.00	4.00	Ea	\$ 1,910.00	\$ -	\$ -
0062	8207050	_ Infrared Bollard, Fdn, Rem	4.00	0.00	4.00	Ea	\$ 1,310.00	\$ -	\$ -
0063	8207050	_ Infrared Bollard, Rem and Salv	4.00	0.00	4.00	Ea	\$ 566.10	\$ -	\$ -
0064	8207050	_ Lending Library, Relocate	1.00	-1.00	0.00	Ea	\$ 266.10	\$ -	\$ (266.10)
0069	4030006	Dr Structure Cover, Adj, Case 2	0.00	1.00	1.00	Ea	\$ 400.00	\$ 400.00	\$ -
0074	8182363	Wood Pole, Rem	0.00	6.00	6.00	Ea	\$ 200.00	\$ 1,200.00	\$ -
0079	2050010	Embankment, CIP	0.00	180.00	180.00	Cyd	\$ 25.00	\$ 4,500.00	\$ -

Total: \$ 32,166.30 \$ (68,121.31)

Net Change: \$ (35,955.01)

Current Contract Amount: \$ 695,719.55

Revised Contract Amount: \$ 659,764.54



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change Order 4 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.

Recommendation:

Approve balancing Change Order 4 to the HMA Patching contract with Bailey Excavating, Inc. in the increased amount of \$3,320.76 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 4 to the 2023 HMA Pavement Patching contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve balancing Change Order 4 to the HMA Patching contract with Bailey Excavating, Inc. in the increased amount of \$3,320.76 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the HMA Patching contract with Bailey Excavating is now complete. As such, the attached balancing Change Order has been prepared to align estimated contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made.

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of \$3,320.76, bringing the current contract amount to \$297,173.24.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure - including the street network. To this end, Engineering developed this project to do milling and repaving to patch sections on West Avenue between Fourth and Crescent and on Brown Street between Michigan and Daniel. Previous City Council actions for this contract include:

06-13-23: City Council approved the award of the contract in the amount of \$141,681.05.

08-15-23: City Council approved Change Order 1 in the amount of \$39,923.75 to add a pavement repair and patching at City Lot #21 on the west side of the Jackson District Library campus.

08-15-23: City Council approved Change Order 2 in the amount of \$86,577.36 to add the repair of a collapsed sewer at the intersection of Page Avenue and Elm Avenue.

10-04-23: City Council approved Change Order 3 in the amount of \$25,670.32 to restore sidewalks that were disturbed by streetlight installation on Wildwood Avenue.

SOLUTION

Engineering has prepared this balancing Change Order 4 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve balancing Change Order 4 to the HMA Patching contract with Bailey Excavating, Inc. in the increased amount of \$3,320.76 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ATTACHMENTS

1. Engineering Ch Order 2 HMA Pvmt Patching att

BALANCING CHANGE ORDER NO. 4
To Contract for
2023 HMA Pavement Patching
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	\$ 141,681.05
APPROVED CHANGE ORDER NO. 1	\$ 39,923.75
APPROVED CHANGE ORDER NO. 2	\$ 86,577.36
APPROVED CHANGE ORDER NO. 3	\$ 25,670.32
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3	\$ 293,852.48
BALANCING CHANGE ORDER NO. 4	\$ 3,320.76
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 4	\$ 297,173.24

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date is unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG23-03 HMA PAVEMENT PATCHING CONTRACT

CHANGE ORDER NUMBER 4

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max	1.00	0.00	1.00	LS	\$ 5,000.00	\$ -	\$ -
0002	2087050	_ Erosion Control, Inlet Protection, Fabric I	20.00	-20.00	0.00	Ea	\$ 125.00	\$ -	\$ (2,500.00)
0003	4037050	_ Mh Cover, Std	4.00	-4.00	0.00	Ea	\$ 725.00	\$ -	\$ (2,900.00)
0004	4037050	_ Utility Structure Cover, Adj, Case 1, Mod	4.00	0.00	4.00	Ea	\$ 775.00	\$ -	\$ -
0005	4037050	_ Utility Structure, Temp Lowering, Modifie	4.00	0.00	4.00	Ea	\$ 475.00	\$ -	\$ -
0006	5010002	Cold Milling HMA Surface	3,615.00	505.58	4,120.58	Syd	\$ 9.05	\$ 4,575.50	\$ -
0007	5010033	HMA, 13A	584.00	25.10	609.10	Ton	\$ 147.85	\$ 3,711.04	\$ -
0008	8120012	Barr,TypeIII,HighInten,DBlSided,Ltd,Furn	12.00	-5.00	7.00	Ea	\$ 43.06	\$ -	\$ (215.30)
0009	8120013	Barr,TypeIII,HighInten,DBlSided,Ltd,Oper	12.00	-5.00	7.00	Ea	\$ 1.65	\$ -	\$ (8.25)
0010	8120035	Channelizing Device, 42 in, Fluor, Furn	150.00	-30.00	120.00	Ea	\$ 11.22	\$ -	\$ (336.60)
0011	8120036	Channelizing Device, 42 in, Fluor, Oper	150.00	-30.00	120.00	Ea	\$ 0.33	\$ -	\$ (9.90)
0012	8120140	Lighted Arrow, Type C, Furn	1.00	-1.00	0.00	Ea	\$ 356.00	\$ -	\$ (356.00)
0013	8120141	Lighted Arrow, Type C, Oper	1.00	-1.00	0.00	Ea	\$ 15.40	\$ -	\$ (15.40)
0014	8120252	Plastic Drum, Fluorescent, Furn	20.00	-20.00	0.00	Ea	\$ 16.50	\$ -	\$ (330.00)
0015	8120253	Plastic Drum, Fluorescent, Oper	20.00	-20.00	0.00	Ea	\$ 0.33	\$ -	\$ (6.60)
0016	8120350	Sign, Type B, Temp, Prismatic, Furn	242.00	-18.00	224.00	Sft	\$ 4.46	\$ -	\$ (80.28)
0017	8120351	Sign, Type B, Temp, Prismatic, Oper	242.00	-18.00	224.00	Sft	\$ 0.06	\$ -	\$ (1.08)
0018	8230391	Gate Box, Adj, Temp, Case 1	3.00	-1.00	2.00	Ea	\$ 425.00	\$ -	\$ (425.00)
0019	8237050	_ Gate Box, Adj, Case 1, Modified	3.00	-1.00	2.00	Ea	\$ 625.00	\$ -	\$ (625.00)
0024	8267021	_ 6A Stone	33.00	0.00	33.00	Cyd	\$ 33.00	\$ -	\$ -
0029	8267051	_ Saw Cutting	1.00	0.00	1.00	LS	\$ 300.00	\$ -	\$ -
0034	8267051	_ Materials	1.00	0.00	1.00	LS	\$ 9,219.09	\$ -	\$ -
0039	8267021	_ Class II Sand	108.00	0.00	108.00	Cyd	\$ 16.50	\$ -	\$ -
0044	8267051	_ Concrete	1.00	0.00	1.00	LS	\$ 1,236.98	\$ -	\$ -
0049	8267051	_ HMA	1.00	0.00	1.00	LS	\$ 2,635.97	\$ -	\$ -
0054	8267021	_ 21AA Crushed Concrete	30.00	0.00	30.00	Cyd	\$ 36.00	\$ -	\$ -
0059	8267051	_ Fuel Surcharge	1.00	0.00	1.00	LS	\$ 2,119.70	\$ -	\$ -
0064	8267040	_ 336D Cat Excavator W/Operator	42.00	0.00	42.00	Hr	\$ 251.85	\$ -	\$ -
0074	8267040	_ Operator - Labor	60.00	0.00	60.00	Hr	\$ 102.35	\$ -	\$ -
0079	8267040	_ Laborer - Labor	40.50	0.00	40.50	Hr	\$ 86.25	\$ -	\$ -
0084	8267040	_ Laborer1 - Labor	7.50	0.00	7.50	Hr	\$ 102.35	\$ -	\$ -
0089	8267040	_ Lowboy Pick-Up & Delivery Of Equip.	18.00	0.00	18.00	Hr	\$ 193.20	\$ -	\$ -
0094	8267040	_ Hydrovac	11.50	0.00	11.50	Hr	\$ 310.00	\$ -	\$ -
0099	8267040	_ Quad Lead & Tractor W/Operator	33.00	0.00	33.00	Hr	\$ 218.50	\$ -	\$ -
0104	8267040	_ Quad Axle Dump W/Operator	40.00	0.00	40.00	Hr	\$ 177.10	\$ -	\$ -
0109	8267040	_ Supervisor/Consultant	16.00	0.00	16.00	Hr	\$ 150.00	\$ -	\$ -
0114	8267040	_ Overtime Hours	154.00	0.00	154.00	Hr	\$ 51.18	\$ -	\$ -
0119	8507042	_ Crew Truck W/Tools	4.00	0.00	4.00	Wday	\$ 345.00	\$ -	\$ -
0124	8267040	_ 930H Loader W/Operator	14.00	0.00	14.00	Hr	\$ 208.15	\$ -	\$ -
0129	8267040	_ 5 Yard Dump Truck	1.50	0.00	1.50	Hr	\$ 155.25	\$ -	\$ -
0134	8267040	_ CB34B Double Roller W/Operator	11.00	0.00	11.00	Hr	\$ 174.80	\$ -	\$ -
0139	8267040	_ 289C Skidsteer W/Operator W/Broom	5.00	0.00	5.00	Hr	\$ 223.10	\$ -	\$ -
0144	8267040	_ 289C Skidsteer W/Operator	8.00	0.00	8.00	Hr	\$ 194.35	\$ -	\$ -
0149	8267040	_ CP100 Paver W/Operator	2.00	0.00	2.00	Hr	\$ 302.45	\$ -	\$ -
0154	8267051	_ Traffic Control	1.00	0.00	1.00	LS	\$ 2,267.16	\$ -	\$ -
0159	8267051	_ Sewer Cleaing	1.00	0.00	1.00	LS	\$ 2,524.20	\$ -	\$ -
0164	4037050	_ Mh Cover, Brown and Randolph	0.00	2.00	2.00	Ea	\$ 575.00	\$ 1,150.00	\$ -
0169	1077060	_ Mobilization, HMA Patching	3,000.00	0.00	3,000.00	Dlr	\$ 1.00	\$ -	\$ -

ENG23-03 HMA PAVEMENT PATCHING CONTRACT CHANGE ORDER NUMBER 4

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0174	2047001	_ Sawcut	250.00	-182.00	68.00	Ft	\$ 5.10	\$ -	\$ (928.20)
0179	2047011	_ Pavement Removal	300.00	180.00	480.00	Syd	\$ 12.31	\$ 2,215.80	\$ -
0184	2050041	Subgrade Undercutting, Type II	375.00	-363.00	12.00	Cyd	\$ 42.55	\$ -	\$ (15,445.65)
0189	2040045	Masonry and Conc Structure, Rem	25.00	-25.00	0.00	Cyd	\$ 55.00	\$ -	\$ (1,375.00)
0194	3020016	Aggregate Base, 6 inch	250.00	-114.00	136.00	Syd	\$ 8.68	\$ -	\$ (989.52)
0199	8167011	_ Turf Establishment, Performance	45.00	-45.00	0.00	Syd	\$ 10.10	\$ -	\$ (454.50)
0204	5010033	HMA, 13A , HMA Patching	60.00	70.87	130.87	Ton	\$ 200.00	\$ 14,174.00	\$ -
0209	1100001	Mobilization, Max , HMA Patching, Wildwo	1.00	0.00	1.00	LS	\$ 5,000.00	\$ -	\$ -
0214	2040055	Sidewalk, Rem , Wildwood	128.00	-42.00	86.00	Syd	\$ 19.84	\$ -	\$ (833.28)
0219	2047001	_ Pavement Sawcut, Wildwood	96.00	-96.00	0.00	Ft	\$ 5.30	\$ -	\$ (508.80)
0224	8030044	Sidewalk, Conc, 4 inch , Wildwood	1,152.00	-83.00	1,069.00	Sft	\$ 10.40	\$ -	\$ (863.20)
0229	8030046	Sidewalk, Conc, 6 inch , Wildwood	50.00	-50.00	0.00	Sft	\$ 12.20	\$ -	\$ (610.00)
0234	8120035	Channelizing Device, 42 in, Fluor, Furn , V	100.00	-76.00	24.00	Ea	\$ 15.76	\$ -	\$ (1,197.76)
0239	8120036	Channelizing Device, 42 in, Fluor, Oper , V	100.00	-76.00	24.00	Ea	\$ 1.00	\$ -	\$ (76.00)
0244	8120350	Sign, Type B, Temp, Prismatic, Furn , Wild	160.00	-160.00	0.00	Sft	\$ 6.45	\$ -	\$ (1,032.00)
0249	8120351	Sign, Type B, Temp, Prismatic, Oper , Wild	160.00	-160.00	0.00	Sft	\$ 1.00	\$ -	\$ (160.00)
0254	8167011	_ Turf Establishment, Wildwood	128.00	-63.00	65.00	Syd	\$ 16.90	\$ -	\$ (1,064.70)
0259	4037050	_ Utility Structure Cover, Adj, Case 1, Mod	0.00	7.00	7.00	Ea	\$ 950.00	\$ 6,650.00	\$ -
0264	8127051	_ Pavement Markings	0.00	1.00	1.00	LS	\$ 605.00	\$ 605.00	\$ -
0269	2047011	_ Pavement Removal, Perrine	0.00	39.11	39.11	Syd	\$ 12.31	\$ 481.44	\$ -
0274	5010033	HMA, 13A , Perrine	0.00	15.53	15.53	Ton	\$ 200.00	\$ 3,106.00	\$ -
Total:								\$ 36,668.78	\$ (33,348.02)
Net Change:								\$ 3,320.76	
Current Contract Amount:								\$ 293,852.44	
Revised Contract Amount:								\$ 297,173.20	



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Resolution for the Grant Agreement with the Michigan State Housing Development Authority

Recommendation:

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) grant, authorize the City Manager to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) grant, authorize the City Manager to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms. Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Resolution for the Grant Agreement with the Michigan State Housing Development Authority. I recommend approval of the request. Your consideration and concurrence is appreciated. JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: January 30, 2024

RECOMMENDATION: Approve the resolution and grant acceptance

ISSUE STATEMENT

The City of Jackson has an aging housing stock. The Guidehouse comprehensive housing study (commissioned through the Jackson Affordable Housing Development Board) identified the creation of new units and the rehabilitation of existing units as two key tenets of the City of Jackson's ten-year housing needs. The City of Jackson is currently administering two housing rehabilitation grant programs with Community Development Block Grant (CDBG) and American Rescue Plan Act (ARPA) funds. While these funds are providing much-needed repairs to existing owner and non owner-occupied structures, additional support for Jackson families is needed.

DESCRIBE THE CONSEQUENCES

Failure to rehabilitate Jackson's existing housing stock could force families already facing financial hardship to leave their homes due to unsafe conditions.

OWNERSHIP

Staff from the Community Development Department applied for funding from the Michigan State Housing Development Authority, through the Michigan Housing Opportunities Promoting Energy- Efficiency (MI-HOPE) grant program. On September 29, 2023, staff from the Community Development Department were notified that the City of Jackson was awarded \$250,000 to rehabilitate aging residential structures.

SOLUTION

All grant funds must be expended by April 30, 2026. City staff will identify income-qualified clients through an application process, and will work with qualified builders to complete projects on time and within budget. This grant award provides further financial assistance in the City's efforts to rehabilitate existing homes throughout the City of Jackson. All construction and administrative costs will be paid for with grant funds.

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) grant, authorize the City Manager to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

ATTACHMENTS

1. 1.16.23--Resolution, MI-HOPE Grant Award
2. MI-HOPE Grant Agreement

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to rehabilitate existing homes for its residents; and

WHEREAS, the City applied for funds for the rehabilitation of existing homes through the Michigan State Housing Development Authority's Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) grant program; and

WHEREAS, the City has received a MSHDA "MI-HOPE" grant in the amount of \$250,000; and

WHEREAS, the grant agreement for grant number ARP-2023-274-MIH has been prepared by the Michigan State Housing Development Authority, and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for this project is \$250,000, with the grant share covering 100% of the total rehabilitation and administration costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve entering into the grant agreement with grant number ARP-2023-274-MIH with the Michigan State Housing Development Authority; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor to execute the appropriate contract documents on behalf of the City; and

BE IT FURTHER RESOLVED that the City Council does authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms on behalf of the City.

* * * *

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

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 16th day of January, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 17th day of January, 2024.

Andrea Murray, City Clerk

**AMERICAN RESCUE PLAN CORONAVIRUS
STATE AND LOCAL FISCAL RECOVERY FUNDS
MICHIGAN HOUSING OPPORTUNITIES PROMOTING
ENERGY EFFICIENCY (MI-HOPE) PROGRAM**

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

City of Jackson

MI-HOPE Grant #: ARP-2023-274-MIH

THIS GRANT AGREEMENT (the "Agreement") made and entered into as of , by and between City of Jackson, a local unit of government, whose address is 161 W. Michigan Avenue Jackson, Michigan 49201 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

I. GRANT SUMMARY AND OFFER

Effective March 30, 2022, Public Act 53 of 2022, as amended (the "Act"), created and established a Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) fund under the jurisdiction and control of the Authority, and further provided that the Authority may use the monies held in the MI-HOPE fund to make grants to 501(c)(3) nonprofit agencies and local units of government organized to provide energy-efficiency assistance to eligible households having incomes equal to or less than three hundred percent (300%) of the Federal Poverty Guidelines ("FPG") as defined by the United States Department of Health and Human Services. The MI-HOPE Program is federally funded through the United States Department of the Treasury ("Treasury") American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds ("ARP-SLFRF"), awarded to the State of Michigan on May 13, 2021.

The Authority, acting pursuant to the Act and Public Act 346 of 1966, as amended, hereby offers to the Grantee grant assistance subject to the availability of Authority MI-HOPE program funds, terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the "Total Grant Amount"). When the Total Grant Amount is drawn down to zero dollars (\$0.00), no further reimbursements will be made. Billing requirements and grant terms are as set forth in Section II hereof. The term of work performance by the Grantee under this Agreement will be from the date of this Agreement to April 30, 2026. Funds will be made available on a reimbursement basis for the Grantee's eligible expenses in accordance with the terms of this Agreement and applicable state and federal requirements.

The terms of Section 354 of the Act and Section 9901 of the American Rescue Plan of 2021 allow as Eligible Expenses reimbursement to the Grantee for MI-HOPE energy-efficiency improvement activities that promote health or safety for eligible single-family and multi-family residential properties as described in Exhibit A, attached to and made a part of this Agreement, provided those expenditures were made for the specific purposes described in this Agreement. No payment or reimbursement for Eligible Expenses must be made for energy-efficiency improvement activities performed after April 30, 2026, or prior to the date of this

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of MI-HOPE funds. This grant will terminate upon the earlier of the full expenditure of the Total Grant Amount or April 30, 2026 (the "end date").

As stated above and as noted in Section 29, the Grantee is supplying limited services under the American Rescue Plan of 2021 to the State of Michigan for Energy Assistance. This is a fee for a service contract. The Grantee is a subrecipient under this Agreement.

II. GRANT TERMS

NOW, THEREFORE, the Authority and the Grantee agree as follows:

1. The Grantee must implement or continue the activities within the projected budget and timeframe in a manner consistent with the Authority requirements and in accordance with any special terms and conditions for funding more specifically described and stated in Exhibit B, which is attached to and made a part of this Agreement.
2. The Grantee must:
 - a. Comply with Section 354 of the Act and Section 9901 of the American Rescue Plan of 2021, as amended.
 - b. Comply with such further Treasury, Authority, statutory, regulatory, and contractual requirement(s), now or hereafter in effect, as may be applicable to the receipt and expenditure of MI-HOPE funds as administered by the Authority, including but not limited to data collection. Authority requirements may be communicated via term sheets, financial assistance agreements, the Authority's website, and various other mechanisms available to Grantee.
 - c. Comply with the Federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (the "Uniform Guidance"), as applicable. In all instances, the Grantee should review the Uniform Guidance requirements applicable to its use of SLFRF funds, and SLFRF-funded projects, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 11, 2022).
 - d. Comply with all other applicable Federal statutes, regulations, and Executive orders, including (but not limited to) the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC 4601, implementing regulations, and the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
3. The Grantee agrees:
 - a. To obligate MI-HOPE funds at the property level by entering into a written contract, on a form prescribed or approved by the Authority, with each Eligible Owner as described in Exhibit A that will receive the benefits administered under the MI-HOPE program that will outline the respective energy-efficiency focused residential housing repairs and upgrades that will be done to the property. The written contract must be executed, and a copy provided to the Authority prior to September 30, 2024.
 - b. That reimbursement(s) under this Agreement must be made in accordance with Authority established schedules and procedures (the "reimbursement").
 - c. That no payment or reimbursement for Eligible Expenses will be made for energy-efficiency improvement activities performed after April 30, 2026, or prior to the date of this Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of MI-HOPE funds.
 - d. That the grant will terminate upon the earlier of the full expenditure of the Total Grant

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Amount or April 30, 2026.

- e. That in no event will any reimbursement be made after a written notice by the Authority to the Grantee of a violation of this Agreement, and the violation has not been corrected to the satisfaction of the Authority.
- f. That in no event will the MI-HOPE funds be used for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of the coronavirus pandemic.
- g. That the MI-HOPE funds will not be used to pay expenses that will be or have been reimbursed by another federal program.

4. All requests for MI-HOPE funds from the Grantee to the Authority must be submitted via the Authority's designated billing system (the "billing system") and must be accounted for with supporting documentation. The MI-HOPE Access System Form must include all of the information. Billing spreadsheets will be uploaded by Grantee to the billing system containing this information, from which program reports will be generated to Treasury. By submitting invoices in the billing system, Grantee certifies to the best of Grantee's knowledge and belief that the invoice and supporting documentation are true, complete, and accurate. The Grantee must maintain documentation evidencing that the MI-HOPE funds were expended in accordance with federal, state, and local regulations.

5. The Grantee:

- a. agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement.
- b. agrees to provide any books, records, or other documentation in such form and at such place as the Authority or Treasury may request to ensure conformity with the terms of this Agreement, and state and federal requirements, as applicable.
- c. acknowledges that it must provide a copy of any single or program specific audit to the Authority for the Authority's required review within thirty (30) days of the completion of the audit or the effective date of this Agreement.
- d. acknowledges that it may be subject to the Single Audit Act and the implementing regulations at 2 CFR Part 200, Subpart F.
- e. acknowledges in the event that it expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more during the Grantee's fiscal year in Federal awards, the Grantee must have a single or program specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501. The Grantee may also refer to the Office of Management and Budget (OMB) Compliance Supplement for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. The Grantee must: (1) procure or otherwise arrange for the audit, if required; (2) prepare appropriate financial statements, including the schedule of expenditures of Federal awards; (3) promptly follow up and take corrective action on the audit findings; and (4) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

6. Subject to the State of Michigan Records Retention and Disposal Schedule for the Authority's Neighborhood Housing Initiatives Division, as amended, the Grantee must retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after all of the Total Grant Amount has been disbursed, as required by Treasury and the State of Michigan, or for a longer period of time if required by state or federal law, and in any event shall continue through at least December 31, 2031. The retention period must commence from the date that the Grantee is notified in writing that the Authority has completed its final review of the activities described and stated herein. The Grantee agrees to provide or make these records available for audit proposes to the Authority, Treasury, and to any authorized oversight body, including but not limited to the Auditor General of the State of Michigan, the Government Accountability Office, Treasury's Office of Inspector General, and the Pandemic Relief

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Accountability Committee.

7. The Grantee must prepare and submit documents relating to and supportive of the Grant activities as may be required by the Authority.

8. All correspondence, and documents required under this Agreement must be submitted via email to:

Program Manager/Address:

James Davis
Neighborhood Housing Initiatives Division
Michigan State Housing Development Authority
735 E. Michigan Avenue, PO Box 30044 Lansing, MI 48909
MSHDA-MI-HOPE@michigan.gov

Grantee/Address:

City of Jackson
161 W. Michigan Avenue
Jackson, Michigan 49201

9. To the extent that MI-HOPE funds are expended to purchase goods or services, the Grantee must ensure that all procurement transactions must be conducted in a manner that provides for open and free competition in a manner consistent with local, state, and federal law.

10. The Grantee hereby agrees that payment for services, supplies, or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.

11. The Grantee acknowledges that a maximum of five percent (5%) of the Total Grant Amount may be utilized for administrative costs. The administrative costs must be allowable, reasonable, and allocable as outlined in 2 CFR 200.403-200.405 and must be in accordance with the MI-HOPE Policy and Compliance Handbook and any written administrative costs policies issued by the Authority. The Grantee may use administrative costs for direct costs as defined in 2 CFR 200.413 and indirect costs as defined in 2 CFR 200.414. The Grantee agrees to provide the Authority with a MI-HOPE Program Administration Report that documents and itemizes all direct administrative costs as described in Exhibit D, attached to and made a part of this Agreement. If the Grantee elects to opt out of utilizing any of the Total Grant Amount towards administrative costs, the Grantee acknowledges that it cannot amend the Project Budget post-grant award to add it in as a funding component. MI-HOPE funds are not to be used for research and development as defined in 2 CFR 200.1.

12. The Grantee will collect a signed client authorization form for each homeowner household or current tenant of the residence as described in Exhibit E, attached to and made a part of this Agreement. The authorization must explain that nonpublic data will be released to the Authority and Treasury for program monitoring and evaluation purposes.

13. The Grantee will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the MI-HOPE program applicants and/or participants, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the

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information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term "Nonpublic Personal Information" is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information. The Grantee must not disclose such information to anyone other than the Authority or Treasury or other parties to whom the homeowner or tenant consents on the release of the information.

14. The Grantee must not subaward any MI-HOPE funds without the written approval of an Authorized Officer of the Authority. If a subaward of MI-HOPE funds is made,
 - a. The Grantee is deemed a pass-through entity under 2 CFR 200.74 and must comply with 2 CFR 200.330 to 200.333.
 - b. The Grantee must ensure that MI-HOPE funds paid to persons or entities remain in compliance with the Agreement as outlined herein and that the MI-HOPE funds are not paid to persons or entities debarred or suspended from receiving federal grant funds by checking all sub-recipients of the Grantee against the federal Debarment and Suspension database no less than annually.
 - c. The subaward of MI-HOPE funds must occur no later than June 30, 2024.
 - d. The Grantee must enter into a written memorandum of understanding, on a form prescribed or approved by the Authority, with all persons or entities receiving the subaward that outlines the respective roles and responsibilities and includes the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and in accordance with the MI-HOPE Policy and Compliance Handbook and any written close-out policies issued by the Authority. The written memorandum must be executed, and a copy provided to the Authority prior to MI-HOPE funds being disbursed pursuant to the subaward arrangement.
15. In connection with the performance of this Agreement, the Grantee must identify the membership agencies it intends to partner with and must ensure that all organizations it partners with to deliver Grant services are formally organized under Michigan law.
16. The Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.
17. If required by the Authority, the Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must maintain during the term of this Agreement public liability insurance, property damage insurance, worker's compensation insurance, and employee dishonesty insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's operations under this Agreement.
18. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement must be open to all regardless of age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin (including limited English proficiency), partisan considerations, or a disability or genetic information, and that all contractors, subcontractors, sub-grantees, and sub-recipients involved must take affirmative action to assure an equal opportunity for employment, without discrimination as to age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin, partisan considerations, or a

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disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Grantee agrees to comply with any Authority or Treasury request for submission of data for post-MI HOPE award compliance reviews.

19. If any member of the Grantee's Board of Directors or staff or the Grantee's agent, consultant, officer, or elected or appointed official has a conflict of interest or an identity of interest in the form of a financial interest or in the form of a common immediate family relationship with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being disbursed under this Agreement, the Grantee must make written disclosure to the Authority and Treasury of the nature and extent of the relationship prior to contracting with such persons and /or businesses or hiring them. The Grantee further agrees not to enter into any contractual relationship with any of the persons or entities listed above unless it has received written approval from the Authority and/or Treasury as applicable. The Grantee and its Board of Directors, staff, agent, consultant, officer, or elected or appointed official must also comply with all applicable Authority and Treasury requirements and regulations regarding conflicts of interest, including but not limited to 2 CFR 200.112 and 2 CFR 200.318.

20. The Authority, the State of Michigan, their officers, agents, and employees must not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor to any materials, equipment, or other property that may be used or employed in connection herewith, or for any injury or damages to any person whether an employee of the Grantee or otherwise.

21. The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Grantees, contractors, subcontractors, sub-grantees, sub-recipients, material providers, laborers, and any other person, firm, or the Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or the Grantee who may be injured or damaged by the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy. The Grantee agrees to immediately report to the Authority any credible suspicion of or known program fraud, and to report to and cooperate with law enforcement in such regard as applicable.

22. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Grantee must be notified of the violation and may be given a thirty (30) day period in which to correct the violation at the discretion of the Authority. In the event of an emergency situation, as identified by the Authority, shorter notice may be given as allowed by the Uniform Guidance. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority's Executive Director pursuant to Section 24 of this Agreement.

23. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of MI-HOPE funds, pending corrective action by the Grantee, resumption of funding from the Authority, or a

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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decision to terminate in accordance with this Agreement. The Authority must allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

24. The Authority may terminate this Agreement, in whole or in part, at any time before the end date of this Agreement, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement, in the event that funds are no longer available to the Authority, or in the event that there are amendments to the terms of Section 354 of the Act and/or Section 9901 of the American Rescue Plan of 2021, subsequent to the date hereof, significantly changing the terms of the MI-HOPE program. The Authority must promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority must be in accordance with the legal rights and liabilities of the parties and in accordance with the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and pursuant to the MI-HOPE Policy and Compliance Handbook and any written close-out policies issued by the Authority. If it is determined that the Grantee has provided incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, the MI-HOPE funds must be immediately returned to the State of Michigan. In accordance with the Uniform Guidance, the Authority reserves the right to monitor the Grantee and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to termination of this Agreement and return of MI-HOPE funds previously provided to the Grantee. Any amounts subject to recovery must be repaid within thirty (30) days of receipt of any notice of recoupment.

25. The Grantee must register with the Federal System for Award Management (FSAM) before any MI-HOPE funds will be disbursed and must maintain an active registration with the throughout the period of performance. The SAM website is: <https://www.sam.gov/SAM>. In accordance with federal Uniform Guidance, any MI-HOPE funds received must be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

26. The Grantee must complete financial, performance, and compliance reporting as required by Treasury within fourteen (14) days following the end of each quarter as summarized in Exhibit F, attached to and made a part of this Agreement. The Grantee must maintain and make available to the Authority, Treasury, and Treasury's Office of Inspector General, upon request, within thirty (30) days all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. The Grantee must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, the Grantee must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. Records to support compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended, may include, but are not limited to, copies of the following: (1) general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenditures related to the public health emergency due to COVID-19; (2) budget records; (3) payroll, time records, human resource records to support costs incurred for payroll expenditures related to addressing the public health emergency due to COVID-19; (4) receipts of purchases made related to addressing the public health emergency due to COVID-19; (5) contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts; (6) grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards; (7) all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients; (8) all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; (9) all internal and external email/electronic communications related to use of SLFRF payments; and (10) all investigative files and inquiry reports involving SLFRF payments.

27. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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herein must not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

28. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions. The Grantee further agrees that any such increases must be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds as administered by Treasury or the Authority.

29. The purpose of this grant is to respond to the negative economic impacts caused by the coronavirus pandemic and to mitigate financial hardships associated with the coronavirus pandemic by providing appropriated funds to eligible entities for energy-efficiency focused residential housing repairs and upgrades to existing owner-occupied homeowners and rental property homeowners. Benefits administered under the MI-HOPE program are subject to the income qualifications set forth in Treasury and Authority guidance, and the Eligible Requirements as described in Exhibit A.

30. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement must not affect the validity of the remaining portions thereof.

31. In the event the Authority determines the Grantee is not complying with the American Rescue Plan of 2021, Treasury guidance, the Authority MI-HOPE program requirement, or this Agreement, the Authority will pursue enforcement/remedial action(s) and sanctions against the Grantee, including but not limited to reimbursement of MI-HOPE funds, as allowed by the Uniform Guidance and applicable state and federal law.

32. This Agreement may be amended by both parties in writing. The Grantee acknowledges that MI-HOPE funding has been provided by the State of Michigan pursuant to a federal program in response to a particular health crisis. As such, State and Federal rules, guidelines, and guidance may unilaterally change as the health crisis develops. Such changes are beyond the influence or control of the Authority, and Grantee assumes the risk of compliance with developing requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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FAIN#: SLFRP0127

Signature Page

The foregoing Agreement is hereby accepted as of , and it is agreed that the funds made available will be used only as set forth in the Agreement.

GRANTEE:
City of Jackson

Date: _

By: _

Signatures continue on next page

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263 CFDA #: 21.027
FAIN#: SLFRP0127

Continuation Signature Page

DIRECTOR:
MICHIGAN STATE HOUSING DEVELOPMENT
AUTHORITY, a public body corporate and politic of the
State of Michigan

Date: __

By: __

,

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263 CFDA #: 21.027
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Continuation Signature Page

ACTING EXECUTIVE DIRECTOR:
MICHIGAN STATE HOUSING DEVELOPMENT
AUTHORITY, a public body corporate and politic of the
State of Michigan

Date: __

By: __

,

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263
FAIN#: SLFRP0127

MI-HOPE GRANT AGREEMENT

ELIGIBILITY REQUIREMENTS

EXHIBIT A

The Authority's Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) Program is designed to encourage and facilitate energy-efficiency focused residential housing repairs and upgrades to owner-occupied homes and non-owner occupied homes up to three (3) total units within both rural and urban areas. MI-HOPE energy-efficiency improvement activities are defined as actions undertaken to incentivize energy efficiency and health improvements that promote health or safety for single-family and multi-family residential properties. Repairs are not to exceed \$25,000 in total assistance for both an owner-occupied and non-owner occupied unit.

ELIGIBLE OWNERS UNDER THE MI-HOPE PROGRAM

To be eligible as an owner under the MI-HOPE Program, the owner must meet all of the following criteria:

- Å Owner and/or tenant (if applicable) must have experienced and attest to a Qualified Financial Hardship on or after March 3, 2021. A Qualified Financial Hardship under the MI-HOPE Program is defined as a material reduction in income or material increase in living expenses associated with the coronavirus pandemic (the "qualified financial hardship").
- Å The attestation must describe the nature of the financial hardship, as described in Exhibit C attached to and made a part of this Agreement.
- Å Homeowner must currently own and occupy the property as their primary residence.
- Å Homeowner and/or Tenant households must meet the MI-HOPE Income Eligibility Requirements. MI-HOPE Income Eligibility Requirements are household incomes equal to or less than 300% of the Federal Poverty Guidelines ("FPG") as defined by the United States Department of Health and Human Services (the "income qualified household").
- Å Homeowners must provide verification of occupancy of the home for a minimum of twelve (12) months prior to March 1, 2021, or for non-owner occupied units, the landlord must provide proof of ownership for twelve (12) months, proof of current occupancy, and provide a six (6) month occupancy history.
- Å All properties must be current in their taxes or be current in a repayment plan.
- Å All properties must be insured or provide written verification of insurability post-rehab.
- Å Rental properties must be occupied by tenants with a written lease stating that rent rates will not be increased post-rehab for a minimum of twelve months.

ELIGIBLE PROPERTIES UNDER THE MI-HOPE PROGRAM

To be eligible as a property under the MI-HOPE Program, the property must meet one of the following conditions:

- Å Single-family owner-occupied with an income qualified household.
- Å Single-family nonowner-occupied with an income qualified household.
- Å Multi-family (attached or detached up to 3 units) owner-occupied with an income qualified household.
- Å Multi-family (attached or detached up to 3 units) nonowner-occupied with an income qualified household
- Å Detached Site Condominium unit owner-occupied with an income qualified household.
- Å Detached Site Condominium unit nonowner-occupied with an income qualified household.
- Å Modular/Manufactured home permanently affixed to real property and taxed as real estate owner-occupied with an income qualified household.

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- Å Modular/Manufactured home permanently affixed to real property and taxed as real estate nonowner-occupied with an income qualified household.

To be an eligible occupied property under the MI-HOPE Program, the property must meet the following criteria:

- Å A single-family property zoned residential that:
 - Û has no unaddressed mortgage and/or tax delinquencies;
 - Û is not subject to a foreclosure or forfeiture proceedings, court-ordered receivership, or nuisance abatement;
 - Û has utilities services turned on and operable;
 - Û is permanently occupied by homeowners that identify the assisted address as their primary residence; and
 - Û is affixed to a permanent foundation.
- Å A rental/land contract single-family property that:
 - Û the landlord has no unaddressed mortgage and/or tax delinquencies within the community;
 - Û the landlord has no unaddressed/outstanding code compliance issues within the community;
 - Û a signed contract is in place which identifies the current occupants and the monthly occupancy provisions;
 - Û is not subject to a foreclosure or forfeiture proceedings, court-ordered receivership or nuisance abatement;
 - Û has utilities services turned on and operable;
 - Û is affixed to a permanent foundation;
 - Û occupant household is income-eligible; and
 - Û all parties must sign a written participation consent form.

ELIGIBLE ENERGY-EFFICIENCY IMPROVEMENT ACTIVITIES UNDER THE MI-HOPE PROGRAM

All MI-HOPE Program financed activities must be specific and necessary health and safety improvements to an existing structure occupied with a qualified financial hardship. Activities undertaken must be selected based on inspection, code compliance documented needs, energy assessment/audit recommendation, local building official report, etc.

MI-HOPE assisted activities are limited to:

- Å Roof
- Å Storm Doors/Exterior Doors
- Å Windows
- Å Insulation
- Å Modification for modernization/efficiency purposes or replacement of heating (furnaces or boilers)/cooling (full home only)/ventilation systems and water heater upgrades including on demand retrofitting
- Å Functioning and up to date exterior security lighting
- Å Appliance upgrades to energy star rating (ie stove, refrigerator)
- Å Electrical upgrades or replacement wiring of home (partial or full)

The activity must provide emergency assistance for pressing and unavoidable home repair needs and/or energy insecurity.

Grantee Name: City of Jackson
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MI-HOPE GRANT AGREEMENT
HOUSEHOLD INCOME SELF-CERTIFICATION FORM
EXHIBIT C

(follows this cover)

Grantee Name: City of Jackson
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FAIN#: SLFRP0127

**Housing Opportunities Promoting Energy-Efficiency (HOPE)
DRAFT Household Income Self-Certification Form**

Grantee Name:

Grant Number:

Applicant Name _____

☐ This is a homeowner occupied property

or

☐ This is a tenant occupied property

Assisted Property Address _____

Project Description _____

Income Attestation Statement:

Ä I/We attest that all household income is truthful and accurately disclosed for all members of the household including dependents 18 years or older that are not full-time student.

Ä I/We knowingly understand that submitting false information may violate Federal or State law and may prohibit my/our participation in the HOPE program.

Applicant Qualifications Checklist

Ä The applicant is the owner and occupies the assisted property.

or the applicant is the owner and a tenant occupies the assisted property and has a written lease.

Ä The applicant does not own any property that is tax delinquent.

Ä There is current insurance coverage on the property.

Ä The applicant does not own any property that is subject to any citation of violation of the state and/or local codes and ordinances.

Ä The applicant has not been the prior owner of any property transferred to the Treasurer or to a local government as a result of tax foreclosure proceedings.

In order to participate, the occupant household income must be at or below 300% of the County's Poverty Federal Levels

County									
(For Information Only - Do Not Mark)									
Household Size	1	2	3	4	5	6	7	8	
Income Limits 300% PFG	38640	52260	65880	79500	93120	106740	120360	133980	

Occupant Income Verification Statement:

BY MY SIGNATURE BELOW, I CERTIFY THAT MY INDIVIDUAL INCOME OR HOUSEHOLD INCOME IS NO MORE THAN \$_____ ANNUALLY AND _____ NUMBER OF PERSONS RESIDE IN MY HOME.

Please indicate total number of household members over 18 that are not a full-time student: _____

Please indicate the total number of household members under 18 or are a full-time student: _____

Grantee Name: City of Jackson
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Ä I FURTHER CERTIFY THAT I AM ABLE TO DOCUMENT MY ANNUAL INCOME WITH PAYSTUBS, OR OTHER REQUIRED EVIDENCE AND HAVE PROVIDED THE SUPPORTING DOCUMENTATION ALONG WITH THIS FORM.

Ä In addition, I further certify that I am able to provide applicable Pandemic Hardship Self-Attestation that began on or after March 3, 2021.

The financial hardship caused by the coronavirus pandemic was a (select all that apply):

- Ä Decrease in household income
- Ä Reduction in work hours
- Ä Layoff
- Ä Other _____ (Limit Characters to 40)

and/or

The financial hardship caused by the coronavirus pandemic was an increase of (select all that apply):

- Ä Utility Expenses
- Ä Food Expenses
- Ä Childcare Expenses
- Ä Medical Expenses
- Ä Other _____ (Limit Characters to 40)

I CERTIFY ALL THE INFORMATION ON THIS APPLICATION AND ALL INFORMATION PROVIDED IN SUPPORT OF THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY BELIEF AND KNOWLEDGE. I UNDERSTAND THAT THE GRANTEE WILL REVIEW THIS REQUEST AND DETERMINE IF IT IS IN COMPLIANCE WITH THE PROGRAMS POLICIES, NHID REGULATIONS AND PRIORITIES, AND THE HOPE PROGRAM REQUIREMENTS. IF THIS APPLICATION IS APPROVED, I WILL CARE FOR AND MAINTAIN THE PROPERTY.

PRINTED NAME SIGNATURE OF OWNER (APPLICANT):

DATE:

PRINTED NAME AND SIGNATURE OF OCCUPANT - Head of Household:

DATE:

PRINTED NAME AND SIGNATURE OF AGENCY OFFICIAL:

DATE:

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263
FAIN#: SLFRP0127

MI-HOPE GRANT AGREEMENT
MI-HOPE PROGRAM ADMINISTRATION REPORT
EXHIBIT D

(follows this cover)

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263
FAIN#: SLFRP0127



**MI-HOPE Program
Administration Report**

Subrecipient: _____ Grant# _____

Employee Name: _____

Title: _____ Report Period: _____

Date	Task Description	Hours	Pay Rate	Total
Total				

Employee Signature

Date

Approving Supervisor Signature

Date

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
UEI #: U5EKBJE6C263
FAIN#: SLFRP0127

MI-HOPE GRANT AGREEMENT
AUTHORIZATION TO RELEASE INFORMATION
EXHIBIT E

(follows this cover)

AUTHORIZATION TO RELEASE INFORMATION

To Michigan State Housing Development Authority and Housing Agency (HA):

I/we, the individual/household member(s) below is/are a current tenant of the residence located at _____, _____ Michigan and is/are an applicant or participant in the _____ Neighborhood Housing Initiatives Division Program. This program is funded by the Michigan State Housing (MSHDA) and administered by _____ Housing Agency (HA). In order to be eligible for this Neighborhood Housing Initiatives Division Program, my household's income is collected along with other information in my/our program file including my/our address, household size, household member names and photographs. MSHDA and the HA are requesting consent to release this file information for marketing and program purposes. However, the information will not be otherwise disclosed or released outside of MSHDA or the HA, except as permitted or required by law. MSHDA and the HA will protect the file information in accordance with any applicable State privacy law.

Signatures:

Date:

Head of Household

Spouse

Other Family Member/Occupant over age 18

Other Family Member/Occupant over age 18

Other Family Member/Occupant over age 18

Other Family Member/Occupant over age 18

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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MI-HOPE GRANT AGREEMENT
QUARTERLY REPORTING TIMELINE
EXHIBIT F

(follows this cover)

Grantee Name: City of Jackson
MI-HOPE Grant #: ARP-2023-274-MIH
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FAIN#: SLFRP0127

The MI-HOPE Program is federally funded through the United States Department of the Treasury ("Treasury"). Treasury requires the Authority to submit Quarterly Project and Expenditure Reports to Treasury by the last day of the month following the end of the period covered. Table 3 summarizes Treasury's quarterly reporting timelines. In order for the Authority to meet Treasury's reporting timelines, the Authority requires the Grantee to complete financial, performance, and compliance reporting as required by Treasury within fourteen (14) days following the end of each quarter. All funds under this agreement must be expended by April 30, 2026. A final closeout expenditure and performance report must be submitted by May 30, 2026. Any unspent funds must be returned to the Authority by May 30, 2026.

Table 3: Quarterly Project and Expenditure Report Timeline Report

Report	Year	Quarter	Period Covered	Authority's Due Date	Treasury's Due Date
1	2021	2 - 4	March 3 - December 31	N/A	January 31, 2022
2	2022	1	January 1 - March 31	N/A	April 30, 2022
3	2022	2	April 1 - June 30	N/A	July 31, 2022
4	2022	3	July 1 - September 30	N/A	October 31, 2022
5	2022	4	October 1 - December 31	January 14, 2023	January 31, 2023
6	2023	1	January 1 - March 31	April 14, 2023	April 30, 2023
7	2023	2	April 1 - June 30	July 14, 2023	July 31, 2023
8	2023	3	July 1 - September 30	October 14, 2023	October 31, 2023
9	2023	4	October 1 - December 31	January 14, 2024	January 31, 2024
10	2024	1	January 1 - March 31	April 14, 2024	April 30, 2024
11	2024	2	April 1 - June 30	July 14, 2024	July 31, 2024
12	2024	3	July 1 - September 30	October 14, 2024	October 31, 2024
13	2024	4	October 1 - December 31	January 14, 2025	January 31, 2025
14	2025	1	January 1 - March 31	April 14, 2025	April 30, 2025
15	2025	2	April 1 - June 30	July 14, 2025	July 31, 2025
16	2025	3	July 1 - September 30	October 14, 2025	October 31, 2025
17	2025	4	October 1 - December 31	January 14, 2026	January 31, 2026
18	2026	1	January 1 - March 31	April 14, 2026	April 30, 2026
19	2026	2	April 1 - June 30	July 14, 2026	July 31, 2026
20	2026	3	July 1 - September 30	October 14, 2026	October 31, 2026
21	2026	4	October 1 - December 31	January 14, 2027	April 30, 2027



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approval of the City of Jackson Recreation Plan for 2024-2028 as recommend by the Parks and Recreation Board

Recommendation:

Approve the 2024-2028 Parks and Recreation Department Master Plan and Resolution of support.

Please find attached, a report from Parks & Recreation Director Kelli Hoover.

I recommend approval of the 2024-2028 Parks and Recreation Department Master Plan and Resolution of support..



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 30, 2024

RECOMMENDATION: Approve the 2024-2028 Parks and Recreation Department Master Plan and Resolution of support.

ISSUE STATEMENT

Approval needed for a five year Master Plan and resolution for the State of Michigan Department of Natural Resources.

DESCRIBE THE CONSEQUENCES

If not approved or submitted but February 1, 2024 we will be not eligible to apply for State Grants.

OWNERSHIP

The State of Michigan Department of Natural Resources grants are an important part of the City. These grants have helped us rebuild Nixon Pool, parks, trails, sport courts and more. The City of Jackson Parks and Recreation Board has worked on the plan for over six months, meeting on the plan and gathering public input on the plan.

SOLUTION

The Master Plan process is an important process to see what we have accomplished and work with the community to see the next steps and projects.

FACILITATE IMPLEMENTATION

Approve the 2024-2028 Parks and Recreation Department Master Plan and Resolution of support.

ATTACHMENTS

1. Full-JRP-2024-CCD
2. CC-AdoptionResolution-Jan16th



Sandhill Crane Roundabout Sculpture



City of Jackson

Recreation Plan

2024-2028 Edition

**Prepared by the
Parks and Recreation Commission**

Michelle Woods (Sharp Park Board of Trustees Representative), Chairperson
Scott Damich (Sharp Park Board of Trustees Representative), Member
Pamela Fitzgerald (Jackson Public Schools Representative), Member
Councilperson Will Forgrave (Sharp Park Board of Trustees Representative), Member
Darren McClelland Sr. (Sharp Park Board of Trustees Representative), Member
Cathy Moore (City of Jackson Representative), Alternate Member
Jeffery Beal (Superintendent of Jackson Public Schools), Ex-Officio Member
Jonathan Greene (Jackson City Manager), Ex-Officio Member
Daniel Mahoney, (Sharp Park Board of Trustees Representative), Ex-Officio Member

With the Assistance of

Kelli Hoover, Director, Department of Parks, Recreation, Cemeteries and Grounds
Libbye Tellor, GIS Specialist, Engineering Division
Grant Bauman, Ad-Hoc Consultant, Department of Parks, Recreation, Cemeteries and Grounds

Adopted by City Council

Daniel Mahoney, Mayor of Jackson
Arlene Robinson, Ward 1 Councilmember
Freddie Dancy, Ward 2 Councilmember
Angelita V. Gunn, Ward 3 Councilmember
Conner Wood, Ward 4 Councilmember
Shalanda Hunt, Ward 5 Councilmember
Will Forgrave, Ward 6 Councilmember

Approved by the Parks and Recreation Commission

January 3, 2024

Adopted by City Council

~~January 16, 2024~~

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Appendix A

Mapping



Horace Blackman Park



Chapter 1

Community Description & Administrative Structure

Community Description

A priority of the City of Jackson is to develop and implement a recreation plan which responds to the recreational desires of its citizens and plans for enhancements to its parks, trails, and recreation programs. A sincere effort was spent in developing this plan which represents the projected needs for recreation facilities and services in the City of Jackson. For example, the plan provides a clear picture of the recreational opportunities available to residents regardless of who provides them. Nontraditional recreation opportunities such as historic districts/structures and shopping opportunities are catalogued as well as traditional parks, trails, and recreation facilities.

Location

The City of Jackson is in the center of Jackson County which is situated in south-central Lower Michigan, close to the border with Northwest Ohio and Northeast Indiana. Interstate Highway 94 (I-94) and United States Highway 127 (US-127) converge just north of the City, earning the area the nickname of 'Crossroads of Michigan' (See Map 1 in Appendix A). Those roads connect Jackson directly to Ann Arbor and Detroit to the east, Battle Creek and Kalamazoo to the west, Lansing to the north, and Toledo to the southeast. The City of Jackson has a total land area of approximately 10.8 square miles.

A Brief History

First occupied by the Pottawatomie Indians, Jackson was the crossing place of two great trails, the St. Joseph, and the Washtenaw. A Federal Act was passed in 1829 to survey Jackson County and Horace Blackman, the first white settler, arrived that year. He came from New York to investigate the region and found dense woods, a beautiful river in a little valley, and an Indian campground.

Jackson may be best known for hosting the first Republican Convention on July 6, 1854. It was selected as the site of the first Republican Convention due to its involvement in the Underground Railroad. Hundreds of influential Michigan citizens made the pilgrimage to Jackson.

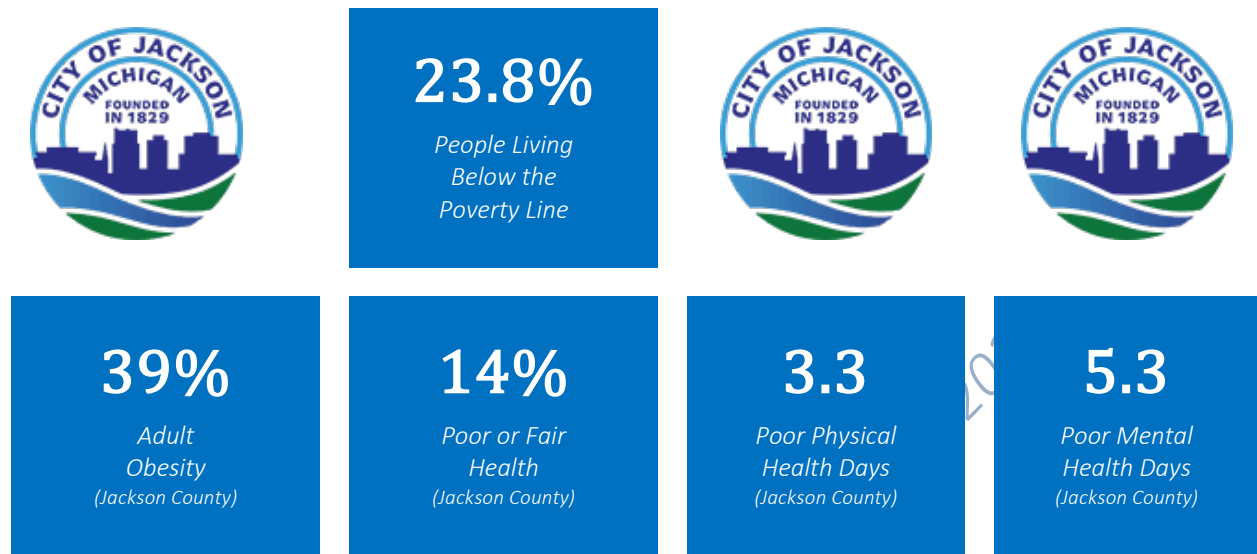
The original state prison may have been responsible for Jackson's industrial boom in the mid-1800s. The prison provided a source of cheap labor for factories, making the City a very attractive place to do business. However, the practice of using prisoners for labor in private industry was prohibited by the Michigan legislature in 1909.

By the 1930s, Jackson had been transformed from an agricultural community to a bustling city of 55,000 with several tall buildings built of limestone and marble. Although the population of Jackson has declined since then, the City is still known for its many fine parks.

A Brief Socioeconomic Summary

The demographic composition of Jackson influences its recreational needs. Pertinent demographic components follow a series of infographics. Most of the data was obtained from the *2021 American Community Survey* (ACS) which is a product of the U.S. Census Bureau. The health-related information was obtained from the *County Health Rankings & Roadmaps 2023 database*, a program of the University of Wisconsin Population Health Institute and pertains to all of Jackson County.





Administrative Structure

The authority to provide public park systems and recreation programs is granted by the State of Michigan. The City of Jackson's park system is established under the authority of Public Act 156 of 1917 ([MCL 123.51 et seq](#)). The act allowed for the creation of the City of Jackson Parks and Recreation Commission and the Ella W. Sharp Park Board, by Jackson City Council. The act also allows for the recreation millage through Jackson Public Schools. The Public Arts Commission was created under Ordinance No. 2015.13 by the City Council.

Organizational Structure

The Ella W. Sharp Park Board is responsible for planning, constructing, maintaining, programming, and administrating Ella W. Sharp Park and the City of Jackson Parks and Recreation Commission is responsible for the entire system of city parks and trails. The Board and the Commission are also charged with studying various recreation needs, advising City Council on recreation issues, and making appropriate budget requests (see the organizational chart). The Public Arts Commission advises City Council with the goal of improving the quality of public spaces and making Jackson a better place to live.

The [Ella W. Sharp Park Board of Trustees](#) is comprised of the following members:¹

- One member of the City Council appointed by the Council.
- Four city residents appointed by the Mayor and confirmed by City Council.

The following members comprise the [Parks and Recreation Commission](#):

- One member of the City Council and four city residents appointed by Council.
- One member of the Jackson Public Schools' Board of Education and three school district residents appointed by the Superintendent and approved by the Board.

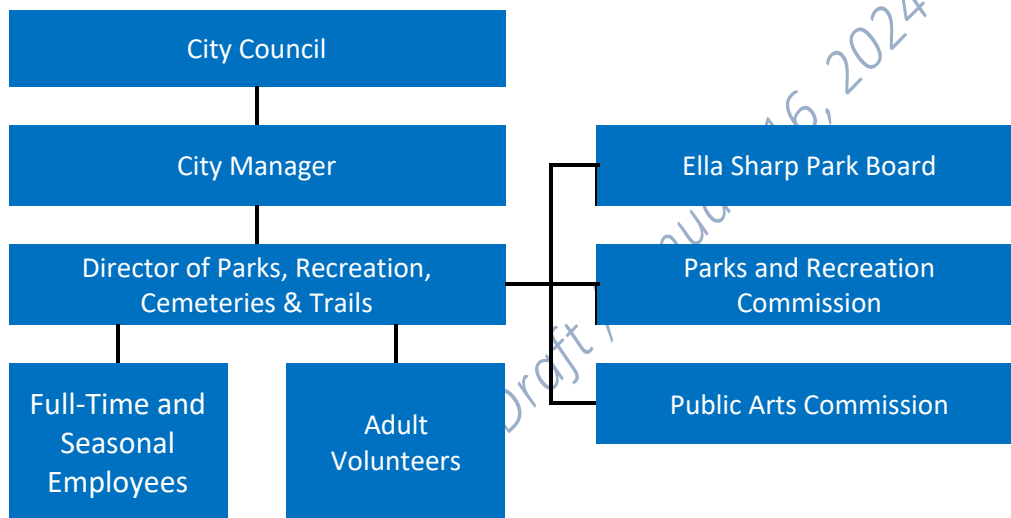
¹ Please note that three of the four city residents appointed to the Parks and Recreation Commission are also appointed to serve as members of the Ella W. Sharp Park Board.

- Three ex-officio members (e.g., the City Manager, the Chair of the City Planning Commission, and the Superintendent of Jackson Public Schools)

The [Public Arts Commission](#) is comprised of the following members:

- Five members nominated by the mayor and appointed by City Council
- Up to three ex-officio members (e.g., the City Manager or their designee, a City Council member, and a representative of the Ella Sharp Museum of Art and History)

Organizational Chart



The City's park and trail system and public art collection are administered in conjunction with its cemetery program within the Department of Parks, Recreation, Cemeteries and Trails. The Director reports to the City Manager and City Council as well as the Parks and Recreation Commission, the Ella W. Sharp Park Board, and the Public Arts Commission. The Director oversees the 14 full-time employees and 350 seasonal employees who maintain parks and provide recreation programs. Approximately 200 adults volunteer to coach youth sports each year and service groups volunteer to help with park cleanup. Members of People for the Parks and Trails also volunteer their time and energy. Many of the members of the Parks and Recreation Commission, the Ella Sharp Park Board, and the Public Arts Commission are volunteers as well.

Parks and Recreation Budgeting

The parks and recreation budget of the City of Jackson illustrates a substantial commitment to its parks and trails system and recreation programs. The parks and trails system's operating budget for 2023-2024 is \$3,308,353. The capital budget for the parks and trails system that year was \$1,042,979 and the budget for the public art collection was \$18,000. It is important to note that the capital budgets for the parks and trails system and public art collection fluctuate on an annual basis, based upon allocations from City Council and any grants and/or donations secured for a specific project.

Sources of Funding

The City of Jackson utilize a variety of funding sources for recreation:

- General tax fund dollars.
- Recreation program millage through Jackson Public Schools.
- User fees from the golf course, the pool, and other facilities and recreation programs.
- The Ella W. Sharp Endowment Fund.
- Grants and donations awarded for specific projects.

General tax fund dollars are used by the City for the maintenance of its parks and trails system and public art collection, including the cost of producing this plan. Revenues from an endowment fund contribute to the maintenance of Ella W. Sharp Park. The user fees charged for various facilities (i.e., golfing, skateboarding, pavilions, etc.) contribute to the maintenance of those and other facilities within the park system. Finally, a millage through Jackson Public Schools, and the user fees charged for recreation sessions and sports seasons, fund the recreation programming provided by the City. A millage renewal will be considered by voters residing within the Jackson Public Schools district in 2024.

Grants are sought from various state, federal, and philanthropic sources for the acquisition of parkland and trails, the development of specific parks (e.g., playgrounds, picnic shelters, sports facilities, etc.), recreation programs, and the acquisition/curating of pieces of public art. Donations from the public and various service organizations for a specific park, facility, or program are also accepted. A portion of the local match required of most grants may also come from the general fund or donations. Many grants for parks and recreational facilities are likely to come from the Michigan Department of Natural Resources through the [Michigan Natural Resources Trust Fund](#) and the [Land and Water Conservation Fund](#)².



Section 10 of Public Act 51 of 1951 ([MCL 247.660](#)), states that “a reasonable amount, but not less than 1% of” funds allocated to the state or a county, city, or village “shall be expended for construction or improvement of non-motorized transportation services and facilities.” That set-aside can be used to fund “an improvement in a road, street, or highway which facilitates non-motorized transportation . . . or improvement of a sidewalk in a city or village, or any other appropriate measure.” The Michigan Department of Transportation and the City of Jackson receive funding through Act 51. Coordination with those entities could result in the expenditure of Act 51 funds on nonmotorized projects proposed within this document.



Relationships with Other Recreation Providers

The City of Jackson is not the only supplier of parks and recreational opportunities to its residents.

Schools

School districts are significant suppliers of parks and recreational opportunities to their students and boosters as well as the public. Jackson Public Schools (JPS), which maintains recreation facilities within the City and provides recreation programs to its students and boosters, is part of the Jackson County Intermediate School District (ISD). The ISD provides educational services to residents and local districts.

² This is a Federal program administered locally by the State of Michigan.

Jackson County Parks is supported by a 0.5 millage passed 2018 for a 10-year term. It supports parks operations and various capital improvements (e.g., playgrounds, boat and kayak/canoe launches and fishing piers, trail maintenance/connections, beachfront/swimming area improvements, permanent park restrooms; etc.).

Jackson Public School Millage
Renewal for
Public Recreation & Playgrounds
VOTE YES
August 6, 2024

JPS has also sponsored a millage to fund the vast array of recreation programs provided by the City for decades, making them available to residents throughout the district rather than just the City. Voters approved the current 0.5 mills version during the summer of 2014 and will be asked to renew it again in 2024. The millage is used to keep fees for recreation activities down and provide more events for the youth and seniors. The Department of Parks, Recreation, Cemeteries, and Trails provides many activities and events (see Chapter 2) for 100,000+ participants annually. Unfortunately, answers to the City's 2023 recreation survey (see Chapter 3) illustrate the public's confusion between the recent countywide Jackson County Parks millage (used for operations and capital improvements) with the school district-wide City of Jackson Parks millage (used exclusively for recreation programming). The City needs to educate the public about their different uses and allay any fears school district voters may have that they are "double-taxed" prior to the 2024 millage election.



Local, County, State, and Private Parks and Recreation Facilities

Jackson County Parks also provide recreational opportunities for Jackson residents and Sparks Foundation County (Cascades) Park and James J Keeley County Park (i.e., the county fairgrounds) are located in the City. Although state facilities are not located in Jackson, City residents benefit from the state game, wildlife, and recreation areas; state historic parks; and state parks provided by the Michigan Department of Natural Resources (MDNR) throughout Jackson County and beyond. The townships surrounding Jackson also maintain parks and/or trails. A variety of private entrepreneurs and quasi-public agencies also provide recreation facilities and programs in and around the City.

The City of Jackson participates with other local governments in the County in planning for and providing recreation facilities as evidenced by the *Jackson City + County Nonmotorized Plan* (2020) which addresses the recreational use of nonmotorized facilities. The City also participated in the development of the *Upper Grand River Water Trail Development Plan* (2017).

Public-Private Cooperation

The City cooperates with various other public and private organizations to enhance its park system. For example, the Department of Parks, Recreation, Cemeteries, and Trails partners with People for the Parks and Trails, a non-profit organization dedicated to improving Jackson's public parks and trails through volunteering, fundraising, advocacy, and equity. Volunteer projects are open to everyone, and volunteers can just show up to events and work. Equipment is provided by the City although volunteers are welcome to bring their own work gloves and hydration. Events often have coffee and water provided and the time commitment is usually around 90 minutes.

Ella Sharp Park is the location of Jackson's Hot Air Jubilee every summer at the invitation of the City. The event began in 1983 when a group of Hot Air Balloon enthusiasts came up with the dream of a family friendly event. Since then, the Jubilee has grown to host thousands of people who gather to view 25-30



balloons from around the country and participate in friendly rivalry and contests. People attending the event can also participate in craft booths, the Kids Kingdom, Vendors, and an Auto Show.

The Ella Sharp Museum and Hurst Planetarium campus occupies eleven buildings on six acres within Ella Sharp Park at the invitation of the City. The Hadwin Center connects seven galleries featuring changing art, science, and history exhibits as well as permanent exhibits of Jackson history, wildlife art, and a beautiful clock collection. Regularly scheduled tours of Ella's farmhouse and family-friendly shows in the Hurst Planetarium complete the museum's public offerings. The campus also includes an outdoor public art collection. The museum's annual Art, Beer & Wine Festival is also held in the park.

Other partners include, but are not limited, to the following:

- Active Jackson Coalition: Making Walkable, Bikeable, & Accessible for All – The City's Engineering Department participates in Coalition meetings.
- Jackson Public Schools (JPS) – The City partners with JPS on the Recreation Millage and uses JPS facilities for some on its recreation programs.
- Jackson County Parks – The parks departments of the City and County share some equipment.
- Grow Jackson – The City hosts a Grow Jackson community garden, which provides fresh produce, at the Howard Woods Recreation Complex.
- Jackson Young Professionals – The City cooperated with the Jackson Young Professionals and various Downtown property owners in Bright Walls, an installation of more than 75 murals, painted from 2018-2022 during annual festivals when the public could witness the artists at work.
- Juneteenth Community Celebration & Resource Fair – Jackson's Juneteenth event takes place annually at the Martin Luther King Recreation Center in the Howard Woods Recreation Complex.
- Jackson College, the Jackson School for the Arts, and the Jackson Symphony – These organizations hold classes at the Martin Luther King Recreation Center in the Howard Woods Recreation Complex.
- Jackson County Intermediate School System – The ISD maintains plantings at Ella Sharp Park and the Ella Sharp Museum.
- Jackson County Daffodil Society – The Society plants bulbs in City and County parks.
- Jackson Pickleball Association – The City works with the Association in the maintenance and usage of pickleball facilities in Ella Sharp and Lions Parks.
- Save the Youth – The City cooperates with the organization which mentor kids.
- B2 Watchers Neighborhood Group – The City cooperates with the Watch Group which is active on the City's Northeast side.
- Friends of Loomis Park – The City partners with the organization regarding the caretaking of Loomis Park.





Elmdale Street Trail



Chapter 2

Recreation and Resource Inventories

To plan for future parks, trails, and recreation facilities it is important to prepare complete inventories of existing resources and facilities. The following inventories are comprised of all known parks, trails, recreation facilities and programs, and public art collections available citywide, not just those owned and managed by the City of Jackson. Each park, recreation facility and program, trail, and piece of public art owned by the City was visited by its ad-hoc consultant in order to generate complete inventories. City recreation programs and public art pieces as well as the parks and trails owned by other entities were identified through local knowledge and review of current and historic documents and maps.

Parks and Recreation in the City of Jackson

The City of Jackson provides a system of parks, recreation facilities and programs, trails, and pieces of public art. That system is supplemented by parks and trails provided by Jackson County and surrounding townships, the State of Michigan, and other organizations.

City of Jackson Parks & Trails

Before providing an inventory of each City Park and Trail, the following infographics and word cloud provide a summary of the entire system.







There are 29 city parks within Jackson (please see Map 2 in Appendix A). Most neighborhoods, apart from the industrial southeast, are within a 10-minute walk of a park (please see Map 3 in Appendix A).

City of Jackson Parks

No.	Name	Type*	Ac.	BFA
1.	Austin Blair Park	N	0.7	4
2.	Best Field	C	6	1
3.	Betsy Butterfield Park	N	0.5	4
4.	Beech Tree Park	C	1.1	4
5.	Bloomfield Park	N	2.4	4
6.	Bucky Harris Park	C	0.3	4
7.	Downt. Riverfront Park	N	0.9	4
8.	Ella Sharp Park	R	538.2	2
9.	Elnora Moorman Plaza	N	0.1	4
10.	Emma Nichols Garden	N	0.1	4
11.	Exchange Park	N	3.7	1
12.	Friendship Park	N	0.2	1
13.	Ganson Street Park	N	0.4	4
14.	Grand River Mem. Park	N	0.1	1
15.	Grover Leake Park	N	0.3	4

No.	Name	Type*	Ac.	BFA
16.	Horace Blackman Park	C	1.3	4
17.	H. Woods Rec. Complex	C	10	3
18.	Kiwanis Park	N	1.3	4
19.	Lions Park	N	8.6	2
20.	Loomis Park	C	14	3
21.	New Leaf Park	N	0.2	4
22.	Nixon Park	C	17.1	3
23.	Norm Cregar Park	N	0.2	3
24.	Optimist Park	N	0.1	4
25.	Rotary Park	N	1.9	2
26.	Under The Oaks	C	0.1	2
27.	W. George Wade Park	N	0.4	4
28.	Withington Park	C	0.6	4
29.	Workers Memorial Park	N	7.3	3
			618.1	

*R = Regional C = Communitywide N = Neighborhood

Barrier-Free Access

It is important that the parks, trails, and recreation facilities operated by the City of Jackson be accessible to people with disabilities. After all, it is estimated that 16.3% of City residents had some type of disability in 2021 according to the ACS, and 7.8% had an ambulatory difficulty. Accordingly, all the parks provided by the City were also rated according to their level of barrier free access.³ The number listed under the BFA column in the City of Jackson Parks table listing those parks equate to the barrier-free rating listed above.

Key	Description
1 =	none of the facilities/park areas meet accessibility guidelines
2 =	some of the facilities/park areas meet accessibility guidelines
3 =	most of the facilities/park area meet accessibility guidelines
4 =	the entire park meets accessibility guidelines
5 =	the entire park was developed/renovated using the principal of universal design

³ The analysis of barrier free access was provided by the City of Jackson based upon its knowledge of the parks and understanding of barrier-free access. A professional analysis may produce different results.

Park and Recreation Facility Matrix



	Amphitheaters/Stages	Baseball Fields	Full Basketball Courts	Half Basketball Courts	Benches/Seating	Disc Golf Course	Dock/Water Trl Access	Dog Park	Fire Pit	Golf Course	Golf Learning Center	Landscaping	Little Free Library	Marker/Monument	Mini-Golf Course	Museum & Planetarium	Nature Trails	Nmt Trls & Trl Access	Picnic Tables	Playgrounds	Pickleball Courts	Picnic Pavilions/Shelters	Public Art	Recreation Centers	Skate Park	Sledding Hill	Soccer Fields	Softball Fields	Tennis Courts	Walkways	Water Park
Austin Blair Pk	—	—	—	—	X	—	—	—	—	—	—	X	—	X	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	X	—
Best Field	—	X	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Betsy Butterfield Pk	—	—	—	—	X	—	—	—	—	—	—	X	—	—	—	—	—	—	—	X	X	—	—	X	—	—	—	—	—	X	—
Beech Tree Pk	—	—	—	—	X	—	—	X	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	X	—
Bloomfield Pk	—	—	X	X	X	—	—	—	—	—	—	X	—	—	—	—	—	X	X	X	X	—	—	—	—	—	—	—	X	X	—
Bucky Harris Pk	X	—	—	—	X	—	—	—	X	—	—	X	—	X	—	—	—	—	—	X	—	—	X	—	—	—	—	—	—	X	—
Dntwn Riverfront Pk	X	—	—	—	X	—	—	—	—	—	—	X	—	—	—	—	—	X	—	—	—	—	X	—	—	—	—	—	—	X	—
Ella Sharp Pk	—	—	X	—	X	X	—	—	—	X	X	X	—	X	X	X	X	X	X	X	X	X	X	—	—	—	X	X	—	X	—
Elnora Moorman Plz	—	—	—	—	X	—	—	—	—	—	—	X	X	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	X	—
Emma Nichols Gdn	—	—	—	—	X	—	—	—	—	—	—	X	—	X	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	X	—
Exchange Pk	—	—	X	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	X	X	—	—
Friendship Pk	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Ganson Street Pk	—	—	—	—	X	—	—	—	—	—	—	X	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	X	—
Grand River Mem Pk	—	—	—	—	—	—	X	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Grover Leake Pk	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—
Horace Blackman Pk	X	—	—	—	X	—	—	—	—	—	—	X	—	X	—	—	—	—	—	X	X	—	X	—	—	—	—	—	—	X	—
H Woods Rec Comp	—	—	X	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X	—	X	—	X	—	—	X	X	X	—
Kiwanis Pk	—	—	—	—	X	—	—	—	—	—	—	X	—	—	—	—	—	X	X	X	X	—	X	—	—	—	—	—	—	X	—
Lions Pk	—	—	X	—	X	—	—	—	—	—	—	—	—	—	—	—	—	X	X	X	X	X	—	—	—	—	—	X	—	X	—
Loomis Pk	—	—	X	—	X	—	—	—	—	—	—	X	—	—	—	—	—	—	X	X	—	X	—	X	—	X	—	—	—	X	—
New Leaf Pk	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	X	—
Nixon Pk	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	X	—	—	X	—	—	X	—	X	X
Norm Creger Pk	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	X	—
Optimist Pk	—	—	X	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	X	—
Rotary Pk	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X	—	—	—	—	—	—	—	X	X	X	—
Under the Oaks	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—
W George Wade Pk	—	—	—	—	X	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X	—	—	—	—	—	—	—	—	—	X	—
Withington Pk	—	—	—	—	X	—	—	—	—	—	—	X	—	X	—	—	—	—	—	—	—	—	X	—	—	—	—	—	—	X	—
Workers Mem Pk	—	—	X	X	X	—	—	—	—	—	—	X	—	—	—	—	—	X	X	X	—	—	—	—	—	—	—	—	—	X	—

City Park and Recreation Facility Inventory

The parks in the park system are divided into three types. Ella Sharp Park is a regional park given that it attracts people from outside of the Jackson Area. Various other parks are designated as communitywide given that they contain a unique component that is utilized by all Jackson residents. For example, Best Park contains the City's only baseball field which is utilized for tournaments. Beech Tree Park contains Betty's Dog Park and Bucky Harris Park has a fire pit. Horace Blackman Park hosts the True Community City Center which contains an amphitheater, the Glidden Parker Art Glass Mural, and a local art showcase. The Howard Woods Recreation Complex contains the Martin Luther King Recreation Center and Loomis Park contains the Boos Recreation Center. Nixon Park contains the only public pool and skating park in the park system, Under the Oaks commemorates the political convention which helped create the Republican Party and Withington Park contains the City's war memorials and is the site of annual Veteran's Day celebrations. All other parks are designed to serve as neighborhood parks.

1. Austin Blair Park (See Map 4 in Appendix A)

Neighborhood Park
600 S. Jackson Street
0.7 acres

Austin Blair Park is a small park south of Downtown Jackson, named after Gov. Austin Blair, who came from Jackson and served as Michigan's Governor during the Civil War. The park contains:

- Landscaping, with walkways and benches/seating,
- 1 playground, and
- a Michigan Historical Marker for Gov. Austin Blair (a marker/monument).

2. Best Field (See Map 5 in Appendix A)

Communitywide Park
1304 Lewis Street
6.0 acres

Best Field, located on Jackson's east side, is named after the Best Family of Jackson. The park contains:

- 1 baseball field with benches/seating used for baseball tournaments.

The Jackson County Horseshoe Club is adjacent to the park.

3. Betsy Butterfield Park (See Map 6 in Appendix A)

Neighborhood Park
2101 S. West Ave.
0.5 acres

Betsy Butterfield Park, designed as a memorial to Betsy, is a small park on Jackson's southwest side. The park contains:

- Landscaping, with benches/seating, picnic tables, and walkways,
- 1 playground, and
- a sculpture of children playing leapfrog (public art).

4. Beech Tree Park (See Map 7 in Appendix A)

Communitywide Park

400 N. Blackstone St.

1.1 acres

Beech Tree Park is located within walking distance of Downtown Jackson. It is named for an award-winning beech tree which was removed due to a lightning strike. The park contains:

- Walkways with benches/seating, and picnic tables, and
- Betty's Dog Park, comprised of separate areas for big and small dogs.

5. Bloomfield Park (See Map 8 in Appendix A)

Neighborhood Park

1305 W. Michigan Avenue

2.4 acres

Bloomfield Park is located on Michigan Avenue, west of Wisner Street. The park contains:

- Landscaping with benches/seating, picnic tables, and walkways,
- 1 full basketball court and 2 half basketball courts,
- 2 tennis courts,
- 1 playground, and
- access to the Michigan Avenue Street Trail (nonmotorized trails and trail access).

6. Bucky Harris Park (See Map 9 in Appendix A)

Communitywide Park

190 W. Michigan Avenue

0.3 acres

Bucky Harris Park is a small park located in Downtown Jackson behind the City of Jackson sign wall. Its name honors longtime Jackson resident Charles "Bucky" Harris. The park contains:

- Landscaping with benches/seating, picnic tables, and walkways,
- 1 stage,
- 1 fire pit,
- a Bright Walls mural (public art), and
- Michigan Historic Site markers for Jacksonburg Public Square and Abolitionists in Jackson and a Bucky Harris Park "The Jackson Underground Railroad Tour" marker (markers/monuments).

Horace Blackman Park is adjacent to the park across Jackson Street.

7. Downtown Riverfront Park (See Map 10 in Appendix A)

Neighborhood Park

N. Martin Luther King Jr. Drive

0.9 acres

The Downtown Riverfront Park is located along the Grand River on the southeastern side of Downtown Jackson. The park contains:

- Landscaping with benches/seating and walkways,
- The Martin Luther King Equality Trail (nonmotorized trails and trail access)
- 1 amphitheater, and
- the Stacked Arch sculpture (public art).

The Consumers Energy Campus is adjacent to the park.

8. Ella Sharp Park (See Map 11 in Appendix A)

Regional Park

3225 Fourth Street

538.2 acres

Ella Sharp Park, which makes up much of the southwestern border of the City, is named for Ella Sharp, a prominent Jackson resident who donated her family farm. It is the largest city park and contains:

- Landscaping with benches/seating, walkways, picnic tables, and a rose garden,
- 1 eighteen-hole golf course with a clubhouse, 2 putting greens, and 2 golf simulators,
- 1 golf learning center (driving range),
- 1 eighteen-hole miniature golf course with clubhouse,
- 1 eighteen-hole disc golf course,
- the Ella Sharp Museum and Peter F. Hurst Planetarium, a private nonprofit organization located in the park, with an outdoor public art garden (public art),
- 4 Pickleball/tennis courts off W. Hickory,
- 2 lighted softball fields,
- 4 softball fields,
- 1 full basketball court,
- 10 soccer fields
- 1 playground (Carters Corners) and various other playground equipment throughout the park,
- 2 picnic shelters, including the historic rotunda,
- the PAKA Trail and Elmdale Street Trail (nonmotorized trails and trail access),
- a nature trail, and
- 4 WW1 memorial plaques, the Ella Wing Merrimack Sharp memorial, and the Nancy Lapinski memorial (markers and monuments)

9. Elnora Moorman Plaza (See Map 12 in Appendix A)

Neighborhood Park

152 E. High St.

0.1 acres

Elnora Moorman Plaza is named after Elnora Moorman, Jackson's first African American and woman to serve on the City Commission (now City Council). The park contains:

- Landscaping with walkways benches/seating, and a little free library, and
- the MLK Equality Trail (nonmotorized trails and trail access).

10. Emma Nichols Garden (See Map 13 in Appendix A)

Neighborhood Park

Michigan Avenue

0.1 acres

Emma Nichols Garden, located in Downtown Jackson, is a tribute to Ms. Nichols, who was a former slave who settled in Jackson. The park contains:

- Landscaping with a walkway and benches/seating,
- An explanatory marker about Emma Nichols (monuments and markers), and
- Several Bright Walls murals (public art)

The park is adjacent to the outdoor seating area for Veritas, a local restaurant.

11. Exchange Park (See Map 14 in Appendix A)

Neighborhood Park

300 E. Mansion St.

3.7 acres

The Exchange Park, named after the Exchange Club of Jackson, is located on the City's south side. The park contains:

- Benches/seating,
- 1 playground,
- 1 softball field,
- 2 full basketball courts, and
- 2 tennis courts (unused).

12. Friendship Park (See Map 15 in Appendix A)

Neighborhood Park

1039 Chittock Avenue

0.2 acres

Friendship Park is a small undeveloped park located south of Downtown Jackson.

13. Ganson Street Park (See Map 16 in Appendix A)

Neighborhood Park

638 W. Ganson Street

0.4 acres

Ganson Street Park is a small park on the City's northwest side. The park contains:

- Landscaping, with walkways and benches/seating, and
- 1 playground.

14. Grand River Memorial Park (See Map 17 in Appendix A)

Neighborhood Park

114 W. Pearl Street, 49201

0.1 acres

Grand River Memorial Park is a small park located in Downtown Jackson near Louis Glick Highway on the Grand River. The park contains:

- Landscaping, and
- 1 dock (dock/water trail access).

The park is adjacent to the City's Farmers Market.

15. Grover Leake Park (See Map 18 in Appendix A)

Neighborhood Park
152 E. Prospect Street
0.3 acres

Grover Leake Park is named for the prominent local businessman who donated the land. It's the first public space in Jackson to be named for an African American. The park contains:

- Benches/seating and walkways.

16. Horace Blackman Park (See Map 19 in Appendix A)

Communitywide Park
200 W. Michigan Ave.
1.3 acres

Horace Blackman Park, named for Mr. Blackman, an early settler of Jackson, is the City's oldest park and was enlarged following the removal of the old Consumers Energy headquarters. The park contains:

- Landscaping with walkways, benches/seating, and picnic tables,
- the True Community City Center which contains an amphitheater, the Glidden Parker Art Glass Mural, and a local art showcase (public art),
- a series of chimes along Michigan Avenue (public art),
- 1 playground, and
- a decorative fountain honoring The National Humane Alliance, Firemen's and Policemen's Monuments, a Harold White Sr. Monument, "May Peace Prevail on Earth" markers in multiple languages, a marker commemorating that the St. Joseph Trail crossed Jackson's first town square here, a stone marker commemorating "Edward Pomeroy Post No. 48 of the Grand Army of the Republic", and the First Congressional Church "The Jackson Underground Railroad Tour" marker (monuments and markers).

Bucky Harris Park is adjacent to the park across Jackson Street.

16. Howard Woods Recreation Complex (See Map 20 in Appendix A)

Communitywide Park
1107 Adrian St.
10.0 acres

The Howard Woods Recreation Complex is located southeast of Downtown Jackson. The park contains:

- the Martin Luther King Jr. Recreation Center (recreation center),
- Walkways with benches/seating, and picnic tables,

- 1 picnic shelter,
- 1 playground,
- 2 full basketball courts,
- 1 tennis court
- 2 softball fields, and
- The MLK Equality Trail (nonmotorized trails and trail access).

18. Kiwanis Park (See Map 21 in Appendix A)

Neighborhood Park

1521 Blakely Ave.

1.3 acres

Kiwanis Park, named after the Kiwanis Club of Jackson, is located on the north side of Jackson. The park contains:

- Landscaping with walkways, benches/seating, and picnic tables,
- 1 picnic shelter, and
- 1 playground.

19. Lions Park (See Map 22 in Appendix A)

Neighborhood Park

1025 N. Blackstone St.

8.6 acres

Lions Park, named for the Lions Club of Jackson, is located on Jackson's north side. The park contains:

- Walkways, benches/seating, and picnic tables,
- 1 picnic shelter,
- 2 full basketball courts,
- 2 pickle ball courts,
- 2 softball fields.
- 1 playground, and
- the Lions Park Trail (nonmotorized trails and trail access).

20. Loomis Park (See Map 23 in Appendix A)

Communitywide Park

210 Gilbert St.

14.0 acres

Loomis Park, named after former Mayor Peter Loomis, is located on Jackson's east side. The park contains:

- the Boos Recreation Center (recreation center),
- landscaping with walkways, benches/seating, and picnic tables,
- 1 playground, including a set outdoor adult exercise equipment,
- 1 picnic shelter,

- 1 sledding hill, and
- 2 basketball courts.

21. New Leaf Park (See Map 24 in Appendix A)

Neighborhood Park

1930 Fourth St.

0.2 acres

New Leaf Park is a small park. The park contains:

- Walkways, and
- the MLK Equality Trail (nonmotorized trails and trail access).

22. Nixon Park (See Map 25 in Appendix A)

Communitywide Park

400 E. North St.

17.1 acres

Nixon Park, named after William Nixon, a Jackson police officer killed in the line of duty, is a sizable park on Jackson's north side with lots to offer. The park contains the following:

- skate park, including an inline hockey rink,
- water park (pool),
- walkways with benches/seating and picnic tables,
- 2 picnic shelters, and
- 2 softball fields

The park is across the street from St. John's School and its playground, soccer fields, little league fields, and a basketball court.

23. Norm Creger Park (See Map 26 in Appendix A)

Neighborhood Park

700 S. Pleasant Ave.

0.2 acres

Norm Creger Park, named for a Jackson firefighter who died while fighting a fire in 1982, is located on the City's east side. The park contains:

- Walkways and benches/seating, and
- 1 playground.

24. Optimist Park (See Map 27 in Appendix A)

Neighborhood Park

933 N. West Ave.

0.1 acres

Optimist Park, named after the Optimist Service Club of Jackson, is a flash of green in the busy N. West Avenue commercial corridor. The park contains:

- Walking path, benches/seating,
- 1 full basketball court, and
- 1 playground.

25. Rotary Park (See Map 28 in Appendix A)

Neighborhood Park

1413 Deyo St.

1.9 acres

Rotary Park, named for the Rotary Club of Jackson, is tucked into the east side Jackson. The park contains:

- Walkways with picnic tables,
- 1 full basketball court,
- 1 tennis court
- 1 softball field, and
- 1 playground.

26. Under The Oaks (See Map 29 in Appendix A)

Communitywide Park

418 Second St.

0.1 acres

Under the Oaks is a small park with a big history. On July 6, 1854, a large gathering of anti-slavery supporters gathered around Franklin and Second streets where the present-day park is located. Some attribute this event as the start of the Republican Party, making Jackson the birthplace of the party. The park contains:

- a stone monument commemorating the birth of the Republican Party, a Michigan Historic Marker for Under the Oaks, a Call to the Convention marker, Under the Oaks memorials, and an Under the Oaks the Jackson Underground Railroad Tour marker (monuments and markers).

27. W. George Wade Park (See Map 30 in Appendix A)

Neighborhood Park

1100 Plymouth St.

0.4 acres

W. George Wade Park is named after W. George Wade, the founder of the adjacent Lily Missionary Baptist Church. The park contains:

- walkways with benches/seating, and picnic tables, and
- 1 playground.

The Lilly Missionary Baptist Church campus is adjacent to the park.

28. Withington Park (See Map 31 in Appendix A)

Communitywide Park

410 W. Michigan Ave.

0.6 acres

Withington Park, named after a Civil War General from Jackson, is located on the west end of Downtown Jackson. The park contains:

- landscaping with walkways and benches/seating,
- the Defense of the Flag sculpture (public art), and
- the Women of Military Service monument, the In Memory of Our Unknown Soldiers of the Civil War (Mothers, Daughters, Sisters, and Lineal Descendants of the Men Who Offered Their Lives in the Defense of the Nation) monument, the Spanish War monument, the World War 1 monument, the World War 2 monument, the Korean War monument, the Viet Nam War, monument, and the Global War on Terror monument (monuments and markers).

29. Workers Memorial Park (See Map 32 in Appendix A)

Neighborhood Park

701 S. Martin Luther King Dr.

7.3 Acres

Workers Memorial Park was named to honor COVID-19 frontline workers and those killed in workplace accidents. The park contains:

- landscaping with walkways, picnic tables, and benches/seating,
- 1 full basketball court,
- 1 half basketball court,
- 1 playground, and
- the MLK Equality Trail (nonmotorized trail & trail access)

Recreational Trail Inventory

The City's parks are supplemented by an emerging regional trail system (please see Maps 33 and 34 in Appendix A). Several trails in this system are already in use, including the 14.7 miles already provided by the City. Nonmotorized trails account for 10.6 miles and street trails account for the remaining 4.1 miles.

Jackson Area Trails

No.	Name	Limits	Type*	Mi.	BFA
1.	MLK Equality Tr.	Consumers Energy Campus to Weatherwax Rd.	N	9.0	4
2.	Lions Park Tr.	North St. to Monroe St.	N	0.5	4
3.	PAKA Tr.	MLK Equality Trail to Horton Rd. Tr.	N	1.1	4
4.	Mechanic St. Tr.	Michigan Ave. to North St.	S	0.9	4
5.	Kibby Road Street Tr.	Cascades Pk. Connector to Internal Trs.	S	0.3	4
6.	Brown St. Tr.	Cascades Pk. Internal Tr. to Michigan Ave. St. Tr.	S	1.1	4
7.	Michigan Ave. Tr.	Brown St. Tr. to Michigan Ave. Tr.	S	0.9	4
8.	Elmdale St. Tr.	West Ave. to S. Jackson St.	S	0.9	4
9.	Horton Rd. Tr.	PAKA Tr. to Weatherwax Tr.	O	--	--
10.	Weatherwax Tr.	Horton Rd. Tr. to MLK Equality Tr.	O	--	--
11.	Cascades Park Connector Tr.	MLK Equality Tr. to Kibby Rd. Street Tr.	O	--	--
12.	Cascades Park Internal Tr.	Around the Cascades Pk. Lagoons	O	--	--
13.	High St. Trail	Cascades Park Internal Tr. to Spring Arbor Rd. Tr.	O	--	--

*N = Nonmotorized S = Street O = Other

14.7

The MLK Equality Trail ranges from the Consumers Energy Campus in Downtown Jackson southwest to Weatherwax Road, just outside of the City in Summit Township, along an abandoned railroad corridor. The Falling Waters Trail (a Jackson County Parks facility) extends from Weatherwax Road to the Village of Concord along the same corridor. The Mechanic Street Trail, starting from Michigan Avenue and extending through the Armory Arts Complex (at North Street), and the Lions Park Trail, starting from North Street to Monroe Street along the Grand River, comprise a nonmotorized trail north of the Grand River in Downtown Jackson. The Mike Levine Lakelands State Park Trail currently extends from Parnall Road in Blackman Township northeastward to Whitmore Lake near US-223. Extensions from the Consumers Energy Campus to Mechanic Street and from Monroe Street to Parnall Road are proposed. Taken together, these trails comprise the portions of the Michigan Trails & Greenways Alliance's Great Lake to Lake Trail #1 and the Hiking Section of Michigan's Iron Belle Trail. Taken together, these nonmotorized trails function as a regional park. All of the following trails function as communitywide parks.

The PAKA Trail extends from the MLK Equality Trail along West Avenue and through Ella Sharp Park. The PAKA Trail links to the Horton Road Trail in Summit Township. The Weatherwax Trail extends from the Horton Road Trail to the Falling Waters Trail. Those trails create a nonmotorized loop connecting neighborhoods in the City of Jackson and Summit Township, as well as connections to the MLK Equality Trail.

Jackson County maintains a trail in the southwest corner of the City which connects the MLK Equality Trail to Sparks Foundation (Cascades) County Park at Kibby Road. The City maintains a street trail along Kibby Road to Denton Road, connecting to the internal trail system serving Cascades Park. That trail system in turn connects to the City's Brown Street Trail from High Street to Michigan Avenue. The Brown Street Trail also connects with Michigan Avenue Street Trail from Brown Street to Downtown Jackson. These nonmotorized trails and street trail also provide a loop through the City connecting to different portions of the MLK Equality Trail. There is also a trail along High St. connecting the internal trail system serving Cascades Park and the Spring Arbor Road Trail which extends westward to Lumen Christi School.

Finally, the Elmdale Road Street Trail extends from Fourth Street to South Jackson Street, mainly along Elmdale Road. Sidewalks along south Jackson Street extend from the Elmroad Street Trail to the MLK Equality Trail. This trail and a section of sidewalk provide yet another loop and connection to different points along the MLK Equality Trail. The City plans to convert the South Jackson Street sidewalks into a street trail.

The Region 2 Planning Commission, the City of Jackson, and Jackson County published a non-motorized plan that covers all of Jackson County entitled the [*Jackson City + County Nonmotorized Plan*](#), in 2020. The plan addresses recreation as well as mobility concerns and provides an update to the *Jackson County Regional Trailway Study* completed in 2002. Potential trail projects throughout Jackson County, which will augment the emerging trail network described above, are identified in this document.

Recreation Events and Programs.

The City of Jackson provides a wide variety of recreation programs. Many of the programs are offered at the Boos Center, the King Center, and the Nixon Skate and Water Parks. However, it must be pointed out that many of the recreation providers listed above also provide recreational programs.

- **Boos Center Programs**
 - Strength & Stretch w/ Michelle Woods
 - Movement matters
 - Sit and Stay Fit
 - Open Gym
 - Zumba w/ Gayle Hyde
 - Power Pump w/ Michelle Woods
 - Pop Pilates w/ Allie Baldwin
 - Fun-n-Fit w/ Kit Spoelstra
 - Zumba w/ Michelle Woods
 - Barr Pilates w/ Allie Baldwin
 - Thirsty (for Yoga) w/ Laurie Lewis
 - Tai Chi
 - 16 and Older Drop-in Basketball
- **King Center Programs**
 - After School Program Elementary/Middle School
 - High School Basketball
 - 30 and Over Basketball
 - Open Ping-Pong
 - Girls Open Gym
 - Adult Open Basketball
 - Adult Open Volleyball
 - High School Open Gym
 - King Center Summer Youth Program
 - Women's Open Gym
 - King Center Senior Program
- **Nixon Park**
 - Water Park Hours
 - Skate Park Hours
 - Customer Appreciation
 - Party Room Rental
- **Ella Sharp Park Golf**
 - Adult Golf Lessons
 - Youth Golf Lessons
 - Youth League (Ages 8 to 14)
- **Annual Special Events/Rentals**
 - Santa Calls
 - Jamie McKibbin Memorial Daddy/Daughter Dance
 - Mother/Daughter Tea
 - Det. Tigers Fam. Game at Comerica Pk.
 - King Center Facility Rental
 - Sharp Park Picnic Shelter Rental
 - Sharp Park Wedding Reservations
- Kiwanis Picnic Shelter Rental
- Boos Center Rental
- **Walking Programs**
 - Walk, Roll and Stroll Jackson
- **Youth Programs**
 - Fall Youth Soccer (K through 8th grade)
 - 1st and 2nd Grade Flag Football
 - 3rd and 4th Grade Flag Football
 - 5th and 6th Grade Flag Football
 - Youth Gymnastics: 3- and 4-year-olds, 5- to 7-year-olds, and 8+ years old
 - K through 3rd Grade Boys Instructional Basketball Program
 - K through 3rd Grade Girls Instructional Basketball Program
 - 4th-5th-6th Grade Basketball League
 - High School Basketball League
 - Jackson Symphony Orchestra/King Center Music Class
 - Jackson School of the Arts/King Center Dance Class
 - Cheer Camp
 - King Center After School Program
 - Holiday & Snow Days at the King Center
 - Youth Gymnastics
 - Corey Pryor Track and Field Camp
 - Wrestling Camp
 - Pickleball Camp
 - Youth Soccer Camp
 - First Ever E-Sports Camp
 - Jeremy Patterson Boys Basketball Camp
 - Drive, Put, and Disc Golf Camp
 - Youth Volleyball Camp
 - Nacoya Weatherspoon Girls Basketball Camp
 - Youth Football Camp
 - Summer Youth Cheer Camp
 - Kindergarten Co-ed Soccer
 - 1st Through 6th Grade Soccer
 - Middle School Co-ed Soccer
 - Youth Tennis Lessons with Nick rush and Cat Carroll
 - Al Glick Baseball/Softball League

- **Active Aging Program**
 - Boos Bingo
 - Walk this Way!
 - Movement Matters
 - Sit and Stay Fit
 - Fun and Games
 - Worth-a-Try Events
 - Monthly Luncheons
 - Beginner Line Dancing
 - Tai Chi
 - Senior Travel Program
 - Senior Splash
- **Adult Programs**
 - Drop-In Soccer
 - Adult Fall Soccer
 - Co-Ed Drop in Volleyball
 - Women's Indoor Volleyball League
 - Boos Center Exercise Classes
 - Gayle's Zumba
 - Allie's Pilates
 - Kit's Fun-n-Fit
 - Laurie's Yoga
 - MLK Center Adult Programs
 - Men's 30 and Over Open Basketball
 - Adult Open Gym
 - Women's Open Gym
 - Adult Open Volleyball
 - Open Ping-Pong
 - Michelle's Exercise Classes
 - Strength and Stretching Class
 - Power Pump Class
 - Zumba
 - Water Aerobics
 - Winter Golf League
 - Summer Water Aerobics
 - Adult Golf Lessons
 - Adult Tennis Lessons with Cat Carroll
 - Women's Doubles Tennis League
 - Spring Adult 6-v-6 Co-ed Soccer
 - Summer Adult Co-ed Soccer

Public Art

Public art is also an important component of Jackson's parks and recreation system.

Bright Walls was a public art and mural festival founded and run by the Jackson Young Professionals. From 2018 through 2022, annual festivals hosted artists from across the globe and brought more than 75 murals to Downtown Jackson, creating a new destination in the community.

Please visit the [Bright Walls](#) website for more information.



Sculptures and other public art installations adorn Downtown Jackson (e.g., Louise Nevelson's 'Summer Night Tree' on Michigan Avenue, Glidden Parker's art glass mural depicting the story of electricity in Horace Blackman Park, Zigzag next to the post office, etc.). The Ella Sharp Museum campus has an extensive sculpture collection in Ella Sharp Park. Some of the other city parks and cemeteries also host public art (e.g., Lorado Taft's 'In Defense of the Flag' in Withington Park and 'Memory' in Woodland Cemetery, etc.). New public art installations have also been installed in roundabouts at the intersections of Kibby Road and Denton Road, West Avenue and 4th Street, 4th Street at the entrance to Ella Sharp Park, and Martin Luther King Jr. Drive and Morrell Street.



New public art installations in Jackson are approved by the City Council, as advised by its Public Arts Commission.

Butterfly Gardens

The City also recently introduced butterfly gardens throughout Downtown Jackson at various street intersections: Michigan Avenue and Blackstone Street, Martin Luther King Jr. Drive and Courtland Street,

Courtland Street and Mechanic Street, Courtland Street and Jackson Street, Mechanic Street and Pearl Street, Pearl Street and Jackson Street, and Pearl Street and Jackson Street. The wedges created by the intersection of the streets and sidewalks at intersections are planted in native species which will attract butterflies and other beneficial insects. Those wedges are roped off and signs were installed explaining their purpose.

Grant-Assisted Parks and Recreation Facilities.

The Michigan Department of Natural Resources has awarded 20 recreation grants to the City of Jackson for a total investment of \$3,000,750. Please see the following recreation grant history table for complete listings of those grants.

No	Park Name	Project No.	Year	Grant Amount	Scope Items, Project Description, and Current Usage
1.	Rotary Play-ground	26-00186	1969	\$4,100	Scope Items: Basketball court, drainage, fencing, grading, and lighting. Project Description: Installing fence, grading, providing, installing basketball/skating rink surface and lighting. Current Usage: All facilities and improvements are maintained and still in use.
2.	Jackson North St. Recreation Center	26-00415	1971	\$184,000	Scope Items: Bathhouse, outdoor ice rink/skate park, and swimming pool. Project Description: Develop 6 acres to include swimming pool, outdoor ice rink and bathhouse. Current Usage: All facilities and improvements are maintained and still in use.
3.	Exchange Park Playground	26-01023 P4	1977	\$30,000	Scope Items: 2 basketball courts, 2 tennis courts, demolition of existing building, site improvements, and storage building. Project Description: demolition of existing building, site improvement, 2 tennis courts, 2 basketball courts, storage building, and LWCF sign. Current Usage: All facilities and improvements are maintained and still in use.
4.	Nixon Memorial Park	26-01060 K1	1978	\$85,000	Scope Items: 4 ball fields with fencing, backstops, benches, bleachers, and storage building. Project Description: 4 ballfields with fencing, backstops, player's benches, bleachers, storage building, drinking fountain, paved entrance drive, tot lot, and playground equipment. Usage: All facilities and improvements are maintained and still in use.

No	Park Name	Project No.	Year	Grant Amount	Scope Items, Project Description, and Current Usage
5.	Loomis Park	26-01121	1980	\$45,000	Scope Items: 2 basketball courts, 2 tennis courts, parking w/walkway, picnic facilities, and play equipment. Project Description: Develop 2 basketball courts, 2 tennis courts, 4 car parking areas, and a walkway for the tennis courts and playground equipment, and picnic facilities. Current Usage: All facilities and improvements are maintained and still in use.
6.	Optimist Play-ground	26-01199	1981	\$41,000	Scope Items: Ballfield improvements, basketball court, fencing, playground, and utility building. Project Description: Develop utility building, tot lot area, playground equipment, ball field improvements, fencing, basketball court, and LWCF sign. Current Usage: The recreation facilities were replaced in 2023.
7.	Optimist Park Acquisition	26-01280	1985	\$12,500	Scope Items: N/A. Project Description: Acquisition of 3.3 acres. Current Usage: The project was withdrawn.
8.	Jackson Martin Luther King Park	26-01461	1986	\$45,000	Scope Items: 1 tennis court, 2 basketball courts, parking, play area, and wire burial. Project Description: 2 basketball courts, 1 tennis court, play areas, wire burial, and parking. Current Usage: All facilities and improvements are maintained and still in use.
9.	Nixon Park Improvement	BF90-281	1990	\$60,000	Scope Items: Irrigation for two fields, picnic shelters, picnic tables/grills, and play equipment. Project Description: Construction of two picnic shelters, irrigation of two ballfields, installation of picnic tables and play equipment. Current Usage: All facilities and improvements are maintained and still in use.
10.	King Center Picnic Shelter	BF91-176	1991	\$37,500	Scope Items: Asphalt path, electrical supply, picnic shelter (30' x 50'), picnic tables (min. 30), and a drinking fountain with water line. Project Description: To construct a picnic shelter with an asphalt path, 30+ picnic tables, electrical service, and drinking fountain. Current Usage: All facilities and improvements are maintained and still in use.

No	Park Name	Project No.	Year	Grant Amount	Scope Items, Project Description, and Current Usage
11.	Lions Park Improvements	26-01520	1992	\$26,400	Scope Items: Picnic equipment, picnic shelter, and playground. Project Description: Picnic shelter, play and picnic equipment. Current Usage: All facilities and improvements are maintained and still in use.
12.	Sharp Park Land Acquisition	TF96-056	1996	\$101,250	Scope Items: N/A. Project Description: Acquisition of 27 acres for a natural area in Ella Sharp Park. Current Usage: All facilities and improvements are maintained and still in use.
13.	Grand River Greenway/Trail	TF97-113	1997	\$119,000	Scope Items: N/A. Project Description: Acquire 5 parcels of land along the Grand River immediately east of Airline Drive to Cooper Street to develop a downtown riverfront park. Current Usage: All facilities and improvements are maintained and still in use.
14.	Nixon Park Improvements	CM99-208	1999	\$640,000	Scope Items: Building renovations, in-line skating/hockey rink, interactive water play system, skateboard area, swimming pool renovations, and waterslide. Project Description: Renovation of pool and development of a water slide, interactive water play area, in-line hockey rink and a skateboard park at Nixon Park. Current Usage: All facilities and improvements are maintained and still in use.
15.	Bloomfield Park Courts Resurfacing	TF11-081	2011	\$70,000	Scope Items: MNRTF sign and resurface basketball/tennis court. Project Description: Development to include resurfacing of the basketball and tennis courts in Bloomfield Park. Current Usage: All facilities and improvements are maintained and still in use.
16.	Riverwalk to Inter-City Trail Development	TF14-0268	2014	\$300,000	Scope Items: Trail (8'-10' wide). Project Description: The proposed project extends the Inter-City Trail to the edge of Downtown Jackson. The new segment will connect the current trail

No	Park Name	Project No.	Year	Grant Amount	Scope Items, Project Description, and Current Usage
					terminus at the Howard Charles Woods, Sr., Recreation Complex to the edge of Downtown via: (1) the abandoned railroad right-of-way stretching from the Inter-City trail eastward to Beldon St.; (2) the recreation complex; and (3) the Cooper Street. right-of-way. Current Usage: All facilities and improvements are maintained and still in use.
17.	Fourth Street Connector Development Project	TF15-0097	2015	\$300,000	Scope Items: Trail (6' wide or more). Project Description: Development to construct a half mile of trail that will tie into the City of Jackson's Inter-City Trail, which is part of the Iron Belle Trail and is the main corridor that ties together regional trail systems in the Jackson area. The trail will connect to the popular Ella Sharp Park, a middle school, an elementary school, residential areas, and a small commercial district. Current Usage: All facilities and improvements are maintained and still in use.
18.	MLK Equality Trail Lighting Project	TF19-0146		\$300,000	Scope Items: Trail Project Description: Development of trail lighting from Prospect Street to Weatherwax Road on the Martin Luther King (MLK) Equality Trail. The trail section from the MLK Community Center at Morrell Street to Weatherwax Road is the most used pathway in the city. This portion of the trail is well used by adults and youth commuting to school and work each day along with travelers visiting the city. The trail is located on an old rail bed in a forested location. The lights will enhance safety and increase use by the public. Current Usage: All facilities and improvements are maintained and still in use.
19.	Martin Luther King Jr. Equality Trail	TF21-0103	2021	\$300,000	Scope Item: Trail 8' wide or more. Project Description: Development project to renovate and increase the width of a trail from Prospect Street to S. West Avenue in Jackson. This is a highly used area of the trail system and needs upgrading to meet ADA guidelines. This trail will connect to the regional Falling Waters Trail.

No	Park Name	Project No.	Year	Grant Amount	Scope Items, Project Description, and Current Usage
					Current Usage: All facilities and improvements are maintained and still in use.
20.		TF22-0121	2022	\$300,000	Scope Item: Trail 8' wide or more. Project Description: The project description is the same as Project No. TF21-0103, except that the limits of the project extend from S. West Avenue westward to the Optimist Shelter. Current Usage: Project completion is expected in 2024 or 2025.

Jackson County Parks and Other Municipal Parks

Jackson County Parks maintains a couple of regional parks in the City of Jackson. James J. Keeley County Park is located at the intersection of Ganson and Jackson Streets, just north of Downtown Jackson. The 39.7-acre park contains the Jackson County Fairgrounds and the American 1 Event Center. The Sparks Foundation County (Cascades) Park is located on Brown Street in Jackson and Summit Township. The 482.5-acre park contains the Cascades (an illuminated waterfall built on a 500-foot hill with six giant fountains, musical accompaniment, and museum), the 18-hole Cascades Championship Golf Course, the 9-hole Cascades Executive Golf Course and Driving Range, the Cascades Manor House, Cascades Ice Cream Co., the Cascades Rotary Community Band Shell, and a disability-accessible fishing pier. The Vandercook Lake County Park is also located nearby in Summit Township. The Townships of Blackman and Leoni maintain some community parks. Summit Township provides several nonmotorized trails which supplement the trail systems maintained by the City and County.



Michigan Department of Natural Resources

Although most of its facilities are not located within Jackson or its surrounding townships, the Michigan Department of Natural Resources (DNR) is a significant provider of regional parks and recreation facilities in Jackson County.

- **State Parks.** No state parks are located in the City or its surrounding townships. However, the DNR maintains the following parks which extend partially into Jackson County: Meridian-Baseline State Park, Walter J Hayes State Park, and Watkins Lake State Park.
- **State Recreation and Game Areas.** No state recreation or game areas are located in the City or its surrounding townships. However, the DNR maintains the following state game and recreation areas which extend into Jackson County: Waterloo Recreation Area, Grass Lake State Game Area, and Sharonville State Game Area.



- **DNR Boat Launches.** Finally, no state boat launches are located in the City. However, the DNR does maintain boat launches in Leoni Township: Center Lake, Gilletts Lake, and Leoni Township Park (Center Lake).

Local Schools

Schools also provide a variety of recreational facilities. For example, elementary schools provide numerous playgrounds aimed at different age groups and sports fields. Middle and high schools provide football fields, ball diamonds and tennis courts. Elementary, middle, and high schools provide gymnasiums.

[Jackson Public Schools](#) covers almost all of Jackson and portions of Blackman, Liberty, Napoleon, and Summit Townships and maintains the following facilities (see Map 35 in Appendix A):



- Cascades and Elementary Schools
- Dibble Elementary School
- Hunt Elementary School
- Northeast Elementary School
- JPS Montessori Center
- Sharp Park Academy
- Middle School at Parkside
- Fourth Street Learning Center
- Jackson High School
- Jackson Pathways
- John R. Lewis Elementary School

East Jackson Community Schools covers a small part of southeastern Jackson and portions of Blackman, Leoni, Summit, and Waterloo Townships. Michigan Center Schools also covers a small part of southeastern edge of the City and a portion of Leoni Township. Northwest Community Schools abuts the City and covers portions of Blackman, Henrietta, Rives, Tompkins, and Sandstone Townships. Vandercook Lake Public Schools also abuts Jackson and covers a portion of Summit Township.

Private and Quasi-Public Parks and Recreation Facilities

Various private and quasi-public institutions also provide recreation facilities in Jackson and the surrounding townships.

- **Golf Courses.** There are 5 private golf courses in addition to the public courses located in Sparks Foundation County (Cascades) Park and Ella Sharp Park. Lakeland Hills Golf Club and Pine Hollow Golf Course are in Leoni Township and the Country Club of Jackson, Grande Golf Club, and Hickory Hills Golf Course are in Summit Township.
- **Campgrounds.** There are 2 private campgrounds. Greenwood Acres Campground and Oak Tree Travel Trailer Camp are both located in Leoni Township.
- **Nature Preserves.** There is 1 private nature preserve. The Phyllis Haehnle Memorial Audubon Sanctuary is in Leoni Township.
- **Recreation and Sport Centers.** The YMCA provides a variety of sports and recreational activities at its center in Downtown Jackson and a satellite facility at Fergusons Corner in Summit Township. The Optimist Ice Arena, the Allskate Fun Center, and the Salvation Army playground are also located in the City (see Map 36 in Appendix A). Finally, there are 2 bowling alleys. JAX60 is in Blackman Township and Suburban Lanes is in Leoni Township. The Jackson County Horseshoe Club is adjacent to Best Field.

Other Public and Private Facilities with Recreational Benefits

Various other facilities in Jackson and the surrounding townships provided publicly and privately also have recreational benefits:

- Local Colleges.** There are 3 college campuses. Baker College's local campus is in Blackman Township, north of the Jackson County Airport. Spring Arbor University is in the unincorporated village of Spring Arbor. Jackson College's main campus is in Summit Township and its W.J. Maher Campus is in Blackman Township. Many colleges provide access to collegiate sports and athletic facilities. County residents can also avail themselves of the other recreational facilities and programs hosted by those institutions, including Jackson College's George E. Potter Center.
 
- Jackson District Library.** The Jackson District Library (JDL) provides access to books and other items of entertainment (e.g., audio books, CDs, DVDs, etc). The Carnegie Library is in Jackson (see Map 36 in Appendix A), the Eastern Branch is in Leoni Township, the Meijer Branch is in Blackman Township, and the Summit Branch is in Summit Township.
 
- Airports.** Airports provide opportunities for recreational flying as well as transportation. Reynolds Field—Jackson County Airport is in Blackman Township.
- Cemeteries.** Cemeteries provide important green space in urban areas that can be used as safe places to walk/exercise and contemplate nature (see Map 36 in Appendix A). Mount Evergreen and Hebrew Cemeteries are in Jackson. Hillcrest Memorial Park is in Blackman Township. Woodlawn and St. John's Catholic Cemeteries are in Summit Township. There are also various smaller township and private cemeteries.
- Sidewalks.** Most of the City of Jackson's streets have sidewalks. Sidewalks also occur in other parts of the surrounding townships. Those sidewalks are used for exercise as well as transportation and may even connect with non-motorized trails.
- Shopping and Dining.** Many people enjoy shopping and going out to eat. Consequently, Downtown Jackson is a recreation destination because of its restaurants and shops.
- Historic Sites.** Jackson County contain many historic sites that have local, state, and/or national significance. The National Register of Historic Places contains 15 sites in Jackson. A total of 18 sites in the City were included on the list of Michigan State Historic Sites. The City of Jackson's Under the Oaks Neighborhood is a locally designated historic district and the City has also designated 42 other local historic districts.

Resource Inventory

In addition to parks and recreation facilities, the City of Jackson is also home to a wide variety of cultural and natural resources.

Topography

With a change in elevation of 152 feet, the City's topography can be described as gently rolling and moderately hilly (see Map 37 in Appendix A). The high point of 1,066 feet above sea level is in southwestern Jackson, south of Kibby Road and west of West Avenue. The low point of 914 feet is located along the Grand River near North Street.

Water Resources

The City of Jackson and its surrounding area is in the Upper Grand River Watershed and drains into the Grand River. The watershed can be broken down into various sub-watersheds, several of which cover the City (see Map 38 in Appendix A). The Grand River is the major aquatic resource in Jackson, followed by the lagoons in Cascades Park. Floodplains and wetlands are located along the Grand River as it traverses the City but are also located in other parts of Jackson.

Transportation

The City of Jackson and its surrounding townships share a well-connected transportation system. Interstate 94 (I-94), located north of the City, provides access to the major metropolitan areas of Chicago and Detroit. US Highway 127 (US-127), located east and north of Jackson, provides access to the Lansing area and other points north as well as Adrian and Toledo to the south. Michigan Highway 50 (M-50)—which traverses the City utilizing portions of Cooper Street, Louis Glick Highway/Michigan Avenue, and West Avenue—also serves as Business Loop 127 (BL-127). Michigan Highway 106 (M-106) provides an additional connection to I-94.

Land Use

The Future Land Use Classification map contained in *JACKSON: ready for what's NEXT*, Jackson's 2016 community master plan establishes a 'Core Mixed Use' area for Downtown Jackson as well as a variety of corridors (see Map 39 in Appendix A). A 'Health and Office' area has been designated along Michigan Avenue, east of Downtown. A 'Mixed Use Arts and Cultural Corridor' is planned along the Grand River, north of Downtown. 'Gateway Corridors' are proposed along state highways at the borders of the City. The traditional mix of 'Residential', 'Residential and Office', 'Neighborhood Commercial', 'Regional Commercial', 'Industrial Commercial', and 'Industrial' areas are envisioned for most of Jackson.

City Council Adoption Draft / January 16, 2024



Horace Blackman Park



Chapter 3

Public Involvement

Description of the Planning Process

The steps utilized to develop this edition of the *City of Jackson Recreation Plan* included:

1. The City of Jackson recognized the need to update its Recreation Plan.
2. City of Jackson Parks, Recreation, Cemeteries, and Trails Department contracted with its ad hoc consultant, Grant Bauman, to facilitate the development of this edition of the *City of Jackson Recreation Plan* in the spring of 2023.
3. The ad hoc consultant conducted a comprehensive onsite review of each city park and trail in Jackson from early- to-mid-summer 2023 and presented the results to the Parks and Recreation Commission on August 16, 2023.
4. The Parks and Recreation Commission conducted a recreation survey targeted at the public from September 6, 2023, through October 8, 2023, and the ad hoc consultant summarized the results of the public involvement effort in late October of 2023.
5. The ad hoc consultant updated the *Community Description & Administrative Structure* (one), *Recreation and Resource Inventories* (two), and *Public Involvement* (three) chapters of the Plan in late October of 2023.
6. The Parks and Recreation Commission reviewed the information provided by the ad hoc consultant in the first three chapters of this Plan with the Parks and Recreation Commission on November 1, 2023, to provide it the information it needs to develop the Plan's Goals and Objectives and Action Program.
7. The Parks and Recreation Commission developed the Goals and Objectives and Action Program elements of the Plan on November 15, 2023.
8. The Parks and Recreation Commission released this edition of *City of Jackson Recreation Plan* for public comment on November 29, 2023.
9. The Parks and Recreation Commission provided the plan for public review from December 3, 2023, through January 3, 2024.
10. The Parks and Recreation Commission held a public hearing on January 3, 2024. The Plan was approved by the Commission and recommended for adoption by the Jackson City Council after the public hearing was closed.
11. ~~The Jackson City Council adopted the Plan on January 16, 2024.~~

Description of the Public Input Process

A variety of methods were employed to incorporate public input into the development of this plan.

Survey

A survey was conducted online from September 6, 2023, through October 8, 2023, via SurveyMonkey®. A paper version of the recreation survey was also provided to people who did not wish or had no opportunity to utilize a computer. The recreation survey was advertised on the City of Jackson Website (www.cityofjackson.org), as the following screenshot verifies. A flier notifying the public about the opportunity to provide public comment was posted at City Hall, the Boos Center, and the Martin Luther King Center. There was a total of 143 survey returned, including five paper surveys.

[Home](#) > [News Flash](#)

[News Flash Home](#)

The original item was published from 9/5/2023 4:26:00 PM to 10/9/2023 7:05:02 AM.

City News Stories

Posted on: September 5, 2023

[ARCHIVED] Take the Jackson Parks & Recreation Survey

Jackson residents have an opportunity to give feedback on the future of the City's parks system. The City of Jackson Parks and Recreation Department is in the process of revising its master plan. To make sure resident input is included in the plan, the City has launched a Parks and Recreation Survey.

The short survey, which is available in paper and digital formats, officially launched on Wednesday, Sept. 6 and will be open through Sunday, Oct. 8. The 14-question survey asks residents about their park experiences, program participation, and what kind of offerings they'd like to see in the future. After the survey closes in Oct., responses will be reviewed by City staff and the Parks and Recreation Commission for use in the new Parks and Recreation Master Plan. Once completed, the master plan will be used as a guide for improvements to the parks system over the next five years.

Parks and Recreation Director Kelli Hoover says feedback from residents is important to improving the parks system. "Past surveys were instrumental in our department creating a disc golf course and expanding pedestrian trails, so this information really is valued by the City," Hoover said. "We welcome the feedback and appreciate the support from residents."

The digital Parks and Recreation Survey is available on the City website, cityofjackson.org. Paper copies of the survey can be found at the Parks and Recreation Department, 5th floor of City Hall, 161. W. Michigan Ave.

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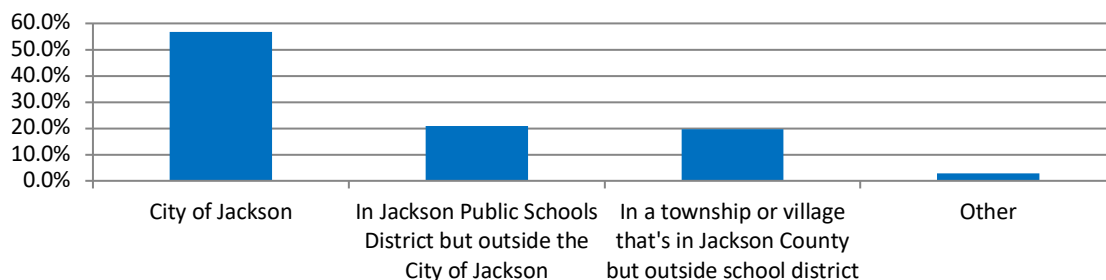
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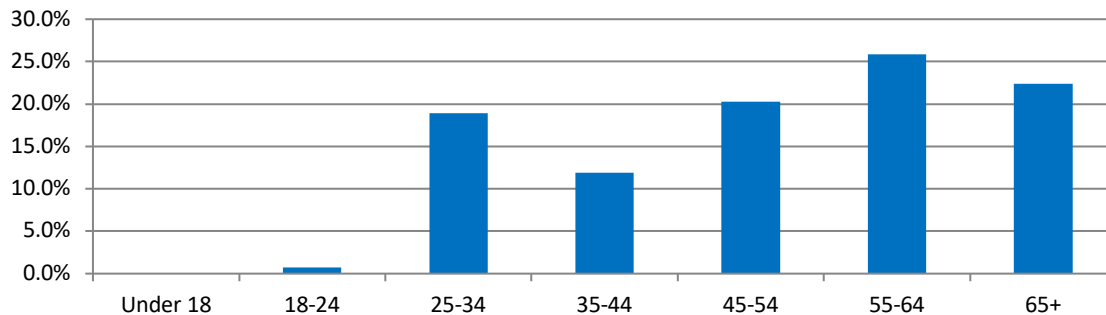
1. **Where do you live?**

Approximately 56.6% of respondents lived in Jackson. Approximately 21.0% lived elsewhere in the Jackson Public Schools school district (the JPS is the source of the millage which contributes to the operating budget for the Jackson City Parks system). Approximately 19.6% of respondents lived elsewhere in Jackson County. Approximately 2.8 % lived outside of Jackson County. [n=143]



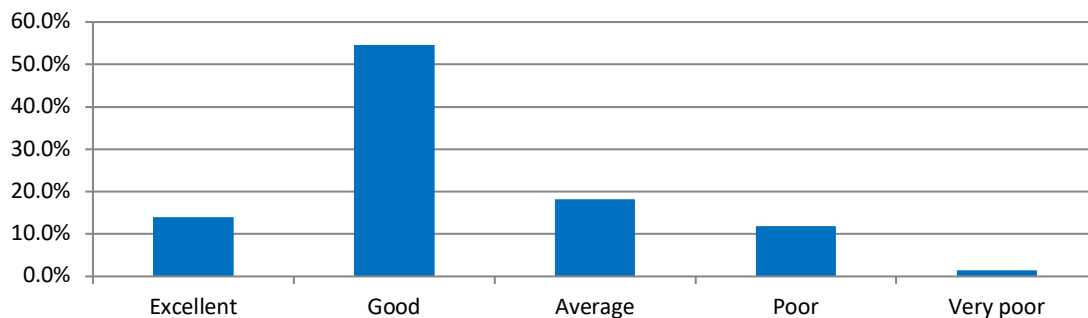
2. What is your age?

Approximately 25.9% of respondents were 55 to 64 years old. Approximately 22.4% of survey takers were 65 years old or older. Approximately 20.3% of respondents were 45 to 54 years old. Approximately 18.9% of survey takers were 25 to 34 years old. Approximately 11.9% of respondents were 35 to 44 years old. Approximately 0.7% of survey takers were 18 to 24 years. No respondent was 18 years old or younger. [n=143]



3. How do you rate the City of Jackson parks system?

Approximately 68.6% of respondents rated it excellent (54.6%) or good (14.0%), 18.2% rated it average, and 13.3% rated it poor (11.9%) or very poor (1.4%). [n= 143]



The following specific comments were provided by the respondents:

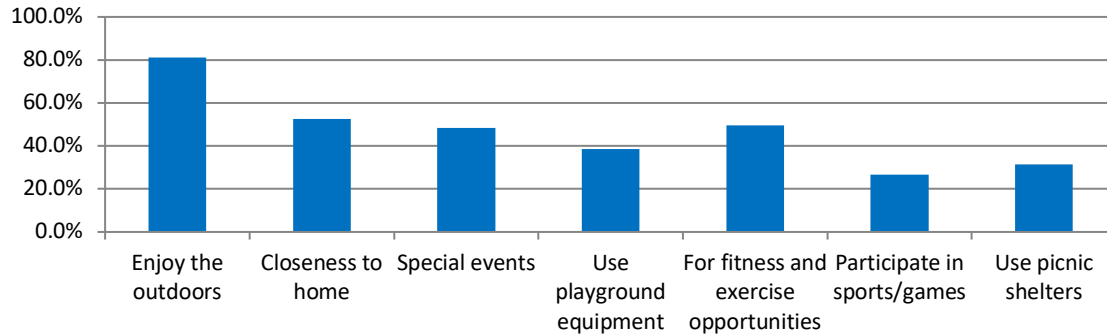
- Some parks could use maintenance/more regular cleaning.
- We just moved here, so we are fairly new to knowing every park still. Loving what we have experienced so far.
- Jackson is a third world cesspool of criminal nitwits.
- Many of the playgrounds are fairly new or updated. However, Cascades Park playground is overdue for a complete overhaul.
- For our size (population) I think our parks system is good but like anything, our parks system are getting better with time and ideas.
- Needs to incorporate more natural elements like rock, trees, etc. Also, need more under age 4 friendly play structures. Glen Arbor has a park where equipment is designed for both parent and child which is great. Sensory gardens would be cool too.

- Amazed at the variety of offerings, maintenance, and just overall exceptional park programming.
- Large parks are mismanaged a bit and in great need of maintenance.
- I use mountain bike trails in Ella Sharp Park.
- The city lacks maintenance of its structures and grounds keeping. They remove shade trees, use materials that more toxic to our health/environment and continue to uphold only the suggestions of the state or the employees which do not reside within the limits. The parks need full-time directors that care about the buildings, their surroundings, and the constituents. A reallocation of funding would do our parks systems much good. A sincere focus on what the people in the respective areas of the parks need/want is greatly needed. The parks department seems to be the last to get funding, when a simple 5% payout to all employees (not including emergency services, fire, police) that make in excess of \$75k annual income would generate a decent amount to fulfill the needs. A city that is clean, free from rubbish with clean-shady operational parks is a city that others will take pride in. The better effort the city makes to bettering the area, the better effort its residents will make to uphold it.
- Love the new equipment and safe feeling.
- U guys need to do more for all the kids.
- Putt-putt needs repaired.
- The park system Should offer more Programs for the Children at an Early Age and Continue until they are Ready for junior high school. Keep them Engaged and the Kids will have more Hope.
- Don't particularly like how some of the streets are blocked off in Ella - I believe this could be a safety issue. What if someone has a medical emergency? What if someone needs to have a friend or family member pick them up while walking or running in a timely manner and the person can't get in? There are other scenarios. Seems like it's a disservice to the public due to a few incidents.
- We need a park for children with disabilities such as autism, children with wheelchairs etc.
- There is not the proper upkeep on equipment at city owned fields.
- Lack of continued maintenance after city pours money into them.
- They're not very safe. I don't feel comfortable visiting them.
- Sharp Park roads are closed.
- Unsafe conditions in many of the parks due to over abundance of homeless and gang activity.
- Honestly as a mom of three I do love our parks. However, I think that it would be better if our city had a free splash pad like all of our surrounding communities. We have a lot of lower income families in Jackson and to give the option to take their kids to play for free would be a huge benefit. I saw a toddler mom get turned away for bringing her 1½-year-old because she thought toddlers were free.
- No funding on the north side. Nothing being done at lion's park.

4. **Why do you visit a park/recreation facility?**

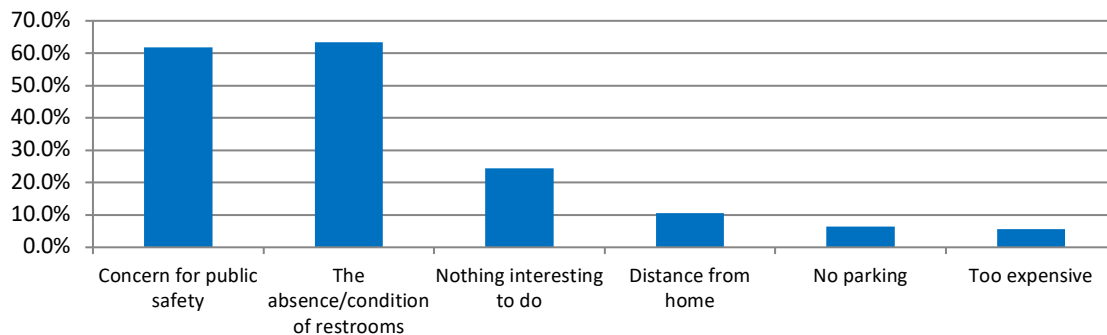
'Enjoy the outdoors' was the reason approximately 81.1% of respondents chose for visiting a park or recreation facility. Approximately 52.5% of respondents cited 'closeness to home'. Approximately 49.7% of residents identified 'for fitness and exercise opportunities'. Approximately 48.3% cited 'special events'. 'Use playground equipment' was chosen by approximately 38.5% of respondents.

'Use picnic shelters' was selected by 31.5% of respondents. 'Participate in sports/games' was selected by approximately 26.6% of respondents. [n=143]



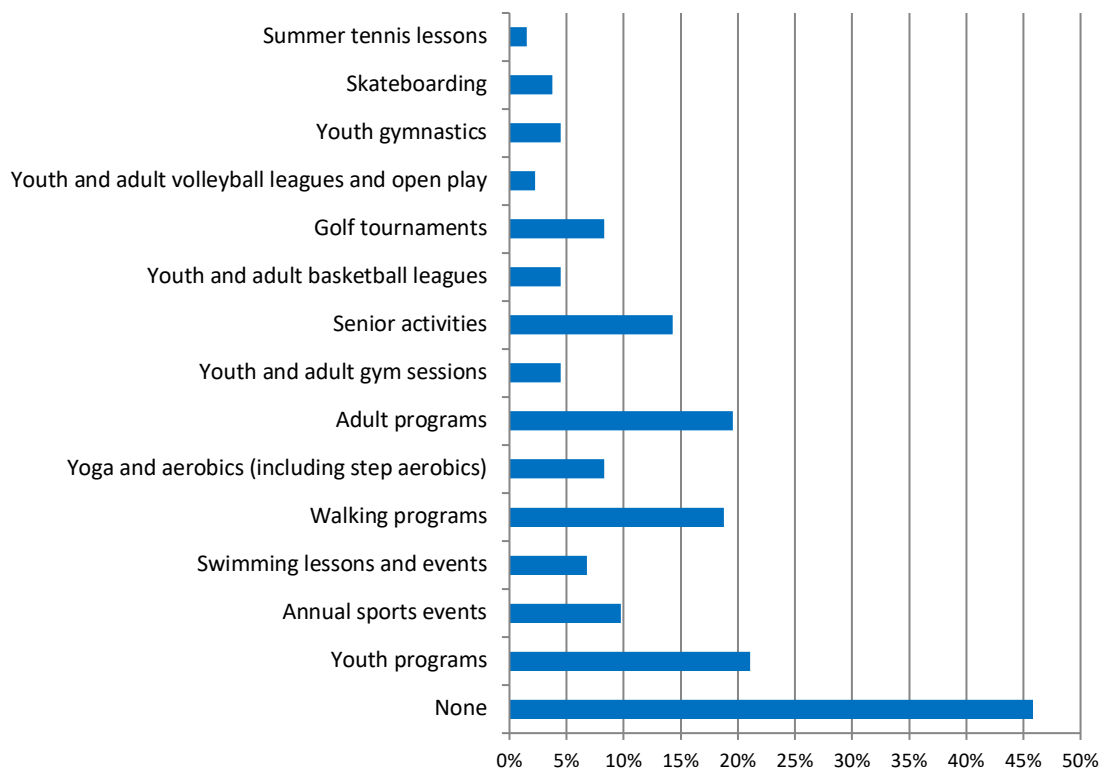
5. What discourages you from visiting a park/recreation facility?

A 'concern for public safety' was identified by 61.8% of respondents as a factor discouraging visits to parks and recreation facilities. The 'absence/condition of restrooms' was chosen by approximately 63.4% of respondents. 'Nothing interesting to do' was selected by approximately 24.4% of respondents. 'Distance from home' were selected by approximately 10.6% of respondents. 'No parking' was identified by 6.5% of respondents. 'Too expensive' was identified by 5.7% of respondents. [n=123]



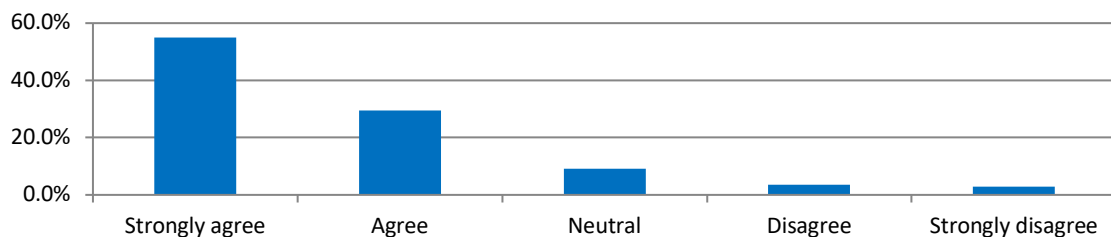
6. What recreation programs do you participate in?

Approximately 45.9% of respondents answered 'none' to this question. Approximately 21.1% participated in 'youth programs'. 'Adult programs' were identified by 19.6% of respondents. 'Walking programs' accounted for approximately 18.8% of responses. Approximately 14.3% participated in 'senior activities'. Approximately 9.8% of respondents chose 'annual sporting events'. 'Yoga and aerobics (including step aerobics)' and 'golf tournaments' were both identified by 8.3% of respondents. Approximately 6.8% of respondents chose 'swimming lessons and events'. Approximately 4.5% of respondents chose 'youth and adult gym sessions', 'youth and adult basketball leagues', and 'youth gymnastics'. 'Skateboarding' was selected by 3.8% of respondents. Approximately 2.3% of respondents chose 'youth and adult volleyball leagues' and open play yoga'. Approximately 1.5% of respondents identified 'summer tennis tournaments'. [n=133]



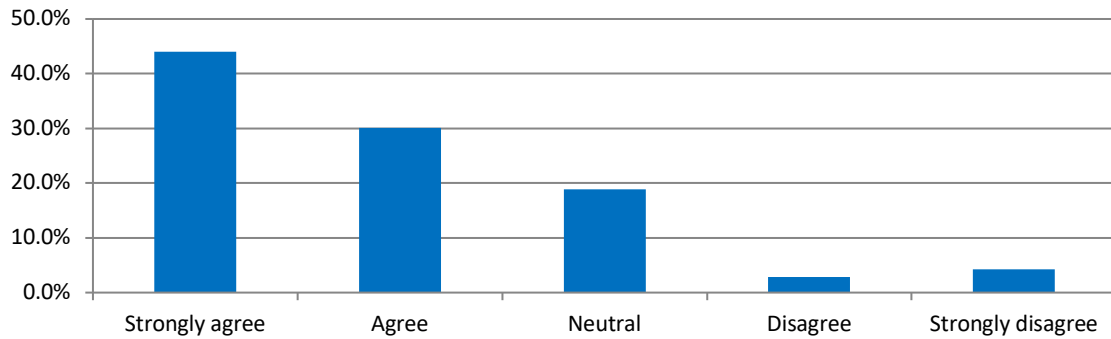
7. **A trail system should continue to be developed in the City of Jackson and surrounding areas.**

Approximately 84.5% of all respondents strongly agreed (54.9%) or agreed (29.6%) that a trail system should continue to be developed in the City of Jackson and the surrounding area. Approximately 9.2% were neutral. Approximately 6.3% of respondents disagreed (3.5%) or strongly disagreed (2.8%) with the proposal. [n=142]



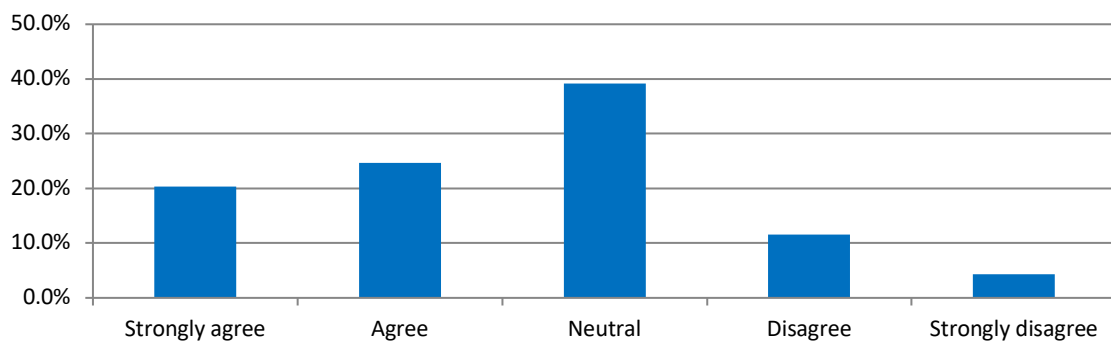
8. **Canoe/kayak launch sites should be provided along the Grand River.**

Approximately 74.2% of respondents strongly agreed (44.1%) or agreed (30.1%) that canoe/kayak launch sites should be provided along the Grand River. Approximately 18.9% were neutral. Approximately 7.0% of respondents disagreed (2.8%) or strongly disagreed (4.2%) with the proposal. [n=143]



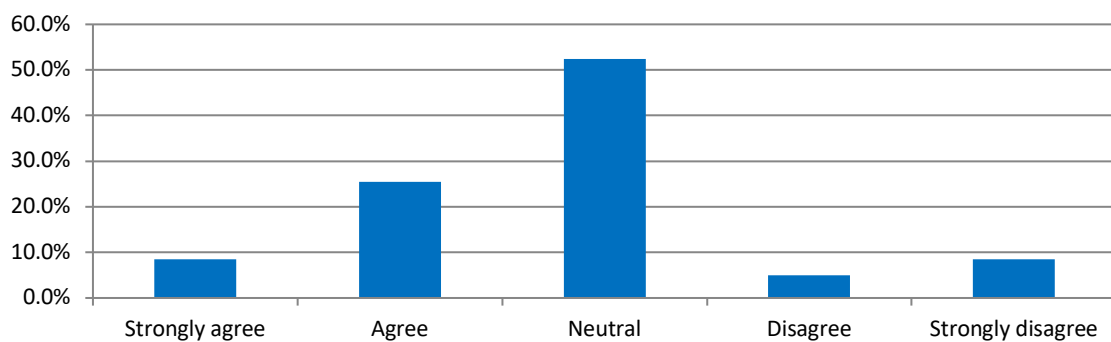
9. **Would you use a community garden?**

Approximately 44.9% of all respondents strongly agreed (20.3%) or agreed (24.6%) that they would use a community garden. Approximately 18.9% were neutral. Approximately 16.0% of respondents disagreed (11.6%) or strongly disagreed (4.4%) with the proposal. [n=138]



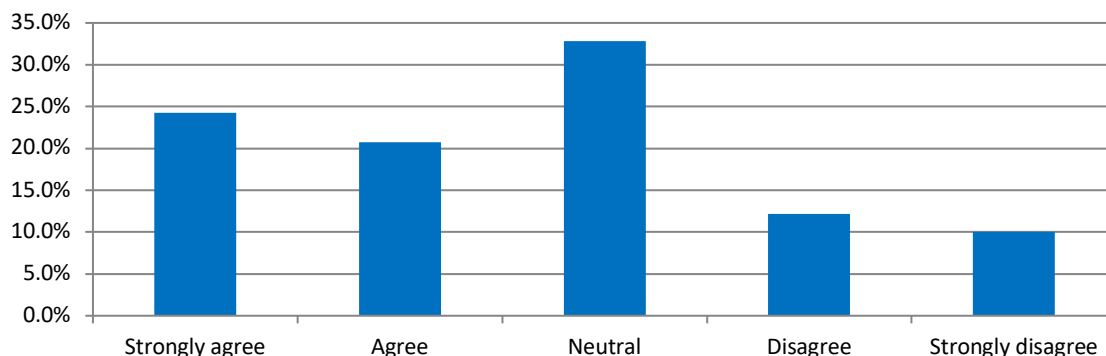
10. **Should the underutilized tennis courts be converted to pickleball courts?**

Approximately 34.0% of all respondents strongly agreed (8.5%) or agreed (25.5%) that the underutilized tennis courts be converted to pickleball courts. Approximately 52.5% were neutral. Approximately 13.5% of respondents disagreed (5.0%) or strongly disagreed (8.5%) with the proposal. [n=141]



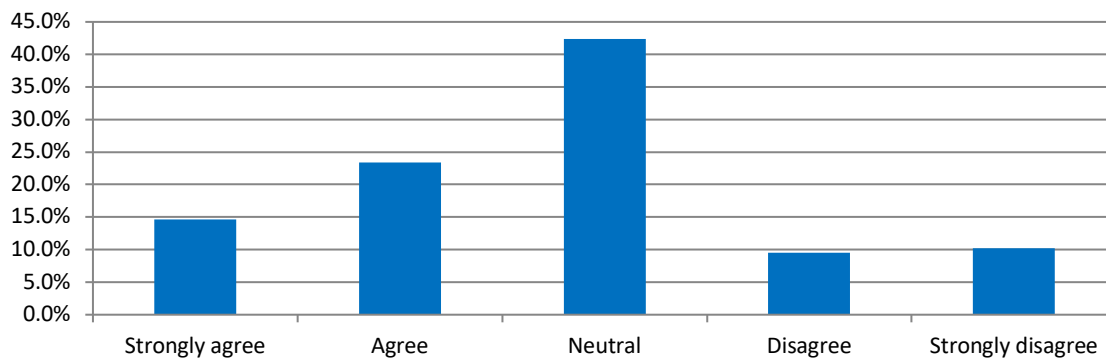
11. Should public art be installed in every park?

Approximately 45.0% of all respondents strongly agreed (24.3%) or agreed (20.7%) that public art should be installed in every park. Approximately 32.9% were neutral. Approximately 22.1% of respondents disagreed (12.1%) or strongly disagreed (10.0%) with the proposal. [n=140]



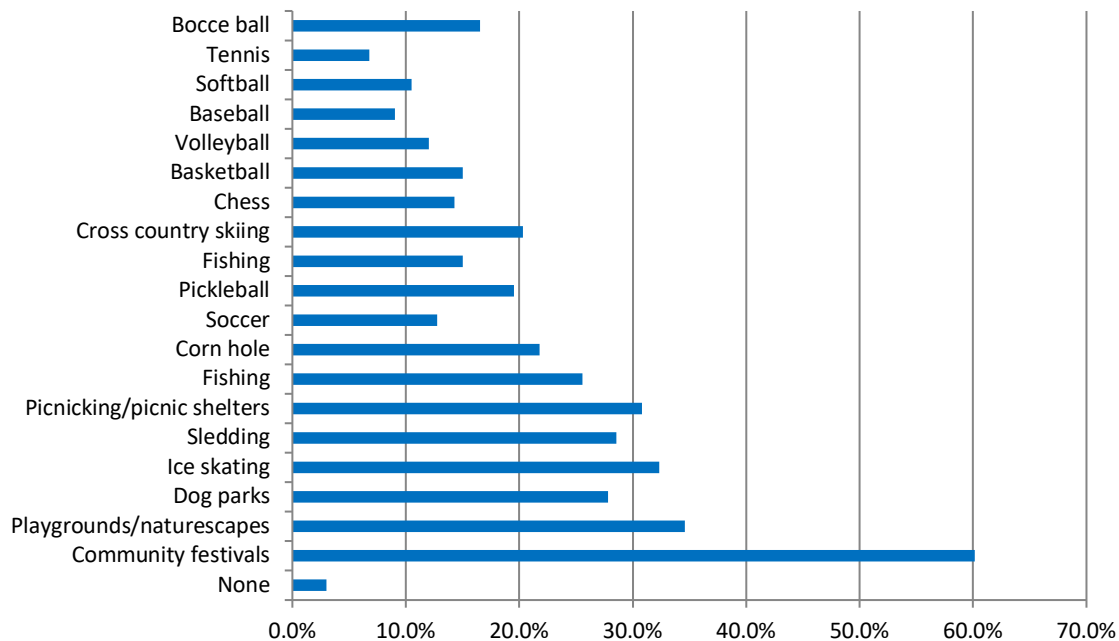
12. Does the City need a deer harvesting program?

Approximately 38.0% of all respondents strongly agreed (14.6%) or agreed (23.4%) that the City needs a deer harvesting program. Approximately 42.3% were neutral. Approximately 19.7% of respondents disagreed (9.5%) or strongly disagreed (10.2%) with the proposal. [n=137]



13. Is there an activity you'd like to see more of in City of Jackson parks?

Approximately 60.2% of survey takers identified 'community festivals'. 'Fishing' was identified by 40.6% of respondents. Approximately 34.6% identified 'playgrounds/naturescapes', 32.2% picked 'ice skating', and 30.8% desired 'picnicking/picnic shelters'. Approximately 28.6% identified 'sledding', 27.8% picked 'dog parks', 21.8% desired 'cornhole' and '20.3% chose 'cross-country skiing'. Approximately 19.6% identified 'pickleball', 16.5% picked 'bocce ball', 15.0% desired 'basketball', and '14.3% wanted 'chess'. Approximately 12.8% chose 'soccer', 12.0% desired 'volleyball', 10.5% picked 'softball', 9.0% asked for 'baseball', and 6.8% selected 'tennis'.



14. **What have you seen at parks and recreation facilities in other communities that you would like to see in City of Jackson parks?**

The following specific comments were provided by the respondents:

- I participate in the Active Living Program and it has been a life changer for me! Thank you Julie and her staff for working so hard to offer dynamic and relevant activities to me and others.
- For the chair exercise at Boos Center Director should have bluetooth speaker and small clip microphone (not headset) to better accommodate the many seniors with hearing issues.
- Bowling games installed - food courts. In Detroit, they have a lot of fun things to do in the parks to do downtown and other ones too. Bowling installed to play, food courts with seating and tables. Have outside games. Have dancing Friday and Saturday nights with music to dancing. Have exercising like in gyms to keep in fit. I would like to see this all this to happen in Jackson. I use to go with the Trippers for Detroit on the Rise to see all around Detroit. Detroit changed a lot for the better. I love pretty paintings in the Building.
- Would like to see a larger water park
- Permanent restrooms, more trash pick-up, nicer, more picnic tables.
- Equipment designed for older/taller kids to play on and with :)
- Areas for infants , toddlers separate with shade.
- More focused youth programs!! More affordable for parents! We have got to find a way to get everyone involved!!
- Do the smooth brained troglodytes born in this dumpster fire have a genetic drive to throw trash on the ground?

- Would love to see an area dedicated to small child playing, with sensory equipment, climbing structures, and “housing” where kids can let their imaginations run free.
- I think the actions the city is taking are overall for the better. However, our second large public park playground equipment is rusting and breaking down.
- We really like the water park in Ypsilanti. Larger off leash dog park with walking trails would be incredible.
- More public launches for Kayaking on lakes not grand river. More trails that are dog friendly.
- Other cities have parks of an appreciable size with adequate parking and are not heat islands. Jackson has some very tiny parks with absolutely zero parking. Not very inviting.
- Paddle boats.
- Public fishing areas, running trails.
- More things for kids to do. They need to be outdoors in the fresh air.
- Exercise/fitness things.
- What are the parks I visit is over on the Ann arbor side, they have boat launches that are well kept for kayakers and the river is kept pretty clean, Jackson is working on it but you guys need some help..... it's a slow process.
- Public swimming pools!
- Zip line.
- More for children than the same play equipment every other park has. Kids only want to be at the play areas, and then there is nothing to do in those areas for the adults.
- Recycling.
- Pretty much we have similar things that other cities are offering; we just have to get out there and show up and show out. Utilize the facilities that we have available.
- Roped play equipment. Play equipment that is designed for adults to use alongside their children. Bike lanes. Natural plays apes (nature playgrounds). Shaded areas (trees, pavilions). Outdoor art. Outdoor music wall. Check out Fayetteville WV parks!
- I would like to see more playground equipment geared for 2 to 4 year olds. And as long as I am commenting I would really like to see the playground worked on at the corner of W. Michigan and Thompson. With the swings so close to Michigan Avenue the noise and view takes away the pleasure. Maybe they could be moved to a quiet area.
- I would like to see the ceramics classes return to Ella Sharp and other art offerings in the facilities. Would also like to see parts of Ella Sharp Gated and closed when the park is closed and re-opened each day-similar to some larger parks across the country. Safety in the more remote portions of the park are concerning and closing access to the majority of the park when it is closed would alleviate some of that concern. The concrete barriers are extremely unattractive and make the otherwise beautiful park look trashy. Simple lockable swing gates that lock could be a more attractive, flexible and better alternative to the jersey blocks. Thanks for reading.
- Mountain bike / hiking trails.
- More possibilities for nighttime use/events. Movies, star gazing, etc....
- Interactive trails (workout stations), more tables with shade (metal umbrella tables, festivals, opportunity for public transportation routes for those without vehicles!!!
- No drug paraphernalia. No homeless activity. No drug sales.

- i like what city is doing for small parks around Jackson but somehow cascade park is been ingnored. this is one the main attraction in Jackson and i think its playground needs to be ad-dressed.
- Na.
- Mountain bike trail opportunities. Modern restrooms.
- "Activated spaces in the downtown parks, food trucks, events, bands at the band shell down-town, beer garden event or wine and jazz event in the downtown park with music.
- Less mowed lawn in large open fields, allow these areas to naturalize, walking trails can be cut throughout and some larger 1-2 acre field areas should be left mowed. The natural area at Cas-cades behind the golf driving range is a great example of this, MORE areas managed in this way. Naturalized not mowed is the FUTURE!!!
- Swings, hammocks, slides, play areas and natural gathering spaces & seating throughout the parks especially at cascades, see Omaha's River front park for examples. Cornhole, bocce ball, swings gathering spaces are interspersed throughout the park."
- Shady and more scenic area to walk. A circuit, not a trail.
- Better lighting Is needed and also installation of AED for emergencies.
- Sponsorship of the parks by local businesses. The city residents spend way to much money on parks when the city should be advocating new business rather than pushing new business away. Grow Jackson, not lose business and residents.
- Adult outdoor exercise equipment.
- Nice, well maintained restrooms. Art adds to enjoyment. Activities for youth, especially preteens n teens, volleyball, skating for example.
- New updated playground equipment. Increase number of garbage cans around the park that get changed on regular basis.
- "Disc Golf courses.
- Trails linking each city park. Bathrooms.
- Guides to the other City parks.
- Pickleball courts.
- Like to see the addition of dedicated bike lines in roads that connect to our parks and paved trails. Also markers that describe the local flora and fauna.
- More art - Art trails, interactive art installations, vendors, markers describing tree species or bird species in the area.
- I find it very difficult to sign up for parks and rec activities. If I do hear about something it is via a flyer that comes home with my child and too close to the event to plan accordingly. Online sig-nup and digital payment is a necessity these days. I'd love to see more water fitness offerings, especially in the evenings or on weekends. Typically, the times are geared toward seniors and not working adults. I'm sure Nixon is expensive to staff but the open season is too short and it would be nice to swim on Sundays like in Washtenaw County. Lastly, parks are feeling increas-ingly unsafe. I loved taking my family to events at cascades, but all the fighting and lack of crowd control has made it feel scary and we've started going to nearby communities instead.
- More bike paths, off leash dog parks.
- Skating rink, tobogganing run, upgrade sledding, go carts.

- Areas designed for and with the youth in mind. More events for our teens. A larger community maternity banquet for expecting mothers that helps support expecting moms. An outdoor dj mixer for teens near a kinetic-energy roller pad/arena. New bike trail park with ramps. Horse-back riding options back at Ella Sharp. An overall more natural/holistic approach to children's play. Less chemical hydroseeding of the newly constructed play areas, less chemically treated mulch. More cork-based playgrounds. A facilities director that cares about the community in every rec center. Summer youth employment/city cleanup crews again. More youth programs at every park facility. It seems that Boos Center has been more focused on programs for our aging community, which is great, but our kids/teens do not have as many options available to them anymore at that facility. Arts and crafts days. A seasonal midway. Ice bumper cars at the Nixon ice rink. Longer pool operation hours. Free/heavily discounted swim lessons for tots and kids that reside here. Canopy boardwalk/bridges thru the woods near Northeast Elementary. Horse races/track. Zipline/ropes courses. A horticulture club/group that allows any resident to participate in the growing of the city trees, shrubs, flowers, and greenery that our parks could use. A beekeeping field. A butterfly garden. Acrobatics and aerial arts classes. Interactive br soccer and other such games for an after-school program. Double dutch education and competitions. Late night astronomy/ star gazing platforms equipped with a large telescope (cascades or ella sharp). A croquette course. A fully staffed teen drop-in center with vr equipment, pool tables, Foosball, arcade style games.
- POOL.
- Active fountains and areas to access water.
- I would love to see exercise machines like they have in Lansing.
- More walking trails.
- More lighting at city parks.
- Water park.
- More organized outdoor exercising, line dancing & swimming like we had at Ella Sharp in the early evenings.
- A seasonal outdoor Ice-Skating rink.
- At Ella Sharp Park there are concrete roadblocks at two locations. My issue with that is the way they are put prevents residents with disabilities to get past them. A wheelchair can't go through the openings which are in the grass off the concrete road/path. Our parks should be accessible to all of our city residents no matter what.
- Security cameras.
- Baseball leagues for the youth had them when I was younger in my age Generation Security Guards Adult fitness Centers.
- Outdoor turf soccer fields, with walls for small sided games with lighting. Similar to Beacon soccer fields in Lansing - <https://www.lansingsports.org/listings/beacon-soccer-field-down-town/4135/>
- Jackson Parks are one of our best resources!
- Going to an open pickleball court with 3 other friends and play with just my friends - not be bothered by groups that think they own the courts and can institute a rotation system and force their way onto the court we are playing on.

- Park for children with disabilities. They deserve to have fun also.
- PLEASE PLEASE PLEASE UPGRADE THE LIGHTS AT ELLA SHARP SOFTBALL FIELDS AND LIONS PARK ITS AMAZING THE AMOUNT OF MONEY TEAMS PAY TO PLAY YEAR IN AND YEAR OUT AND STILL YOU ARE JUST NEGLIGENT TO THEM.
- Lawn bowling, archery, bird watching, geocaching, adult playground or outside fitness.
- Signs that dogs must be on leashed and enforced.
- More water parks for the children. I believe the kids should have the opportunity to do what they like to keep out of trouble. Art should only be provided if done by local artist.
- Adult women over 40 basketball league. Ann Arbor and Lansing offer them.
- Movies or other entertainment.
- Cross country ski or snow tube rental.
- Cameras capable of night vision.
- I would like to see more adult Rec leagues for basketball and football. I would also like to see more "free agent" opportunities for the adult programs rather than needing to sign up as an entire team.
- I would like to see more wheelchair accessibility. More kayak and bike rentals.
- Safety! Things to do beside walk trails. You've already ruined the kiddie corral that kids worked for decades to build. We need more ATV trails and no more walking trails! There's no reason all of us should have to go up north most weekends to ride ATVs when we have plenty of places to ride in Jackson County.
- No roads closed in all parks, dredge lagoons make them deeper wider sell the dirt \$20.00 per yard when dried takes time to dry great for gardens should pay for itself plus more than plant catfish in the lagoons at Cascade Park bring it back to life houses on West Ave were built on a swamp.
- Larger/nicer outdoor sports complexes for youth and adults. More dog friendly parks. Water feature at a park for kids.
- Working lights at all city softball fields.
- A decent dog park! Where we came from, a paid dog park option with nice benches, water accommodations and places to park!
- I believe the people involved at the top have the best interest of community members...however, something needs to be done about the homeless and gangs that infiltrate public parks. Tax payers have a RIGHT to a clean and healthy park...without fear of safety!!!!
- More community festivals.
- Varied seating options.
- More free events, especially in this economic climate.
- More things for seniors. Cheaper activities.
- Shuffleboard maybe?
- Playgrounds with colorful, flat rubberized ground covering; a carousel; gift shop/retail/snack shop.
- Other cities are expanding their park acreage. Jackson just sold most of Optimist Park and shrunk it down to a thumbnail size of what it used to be. We should be expanding our Green space not our fast food options.

- Paddleboats back at cascades! Would also enjoy cleaner, more inclusive and safer playgrounds (ex. foam padding instead of mulch)
- No drug dealers. Things for the kids to do in safe places. Get the police more in contact with the youth. Other than the south side or east side of town.
- More paved pedestrian trails in parks. Ella Sharp Park could be so much better for walking, running and biking if the streets were permanently closed and made into trails.
- I also think some parks could be converted into community gardens or nature centers with native plants. So many of our parks go unused and that would be a beneficial land use for everyone.

JACKSON: ready for what's NEXT

[Jackson's 2016 community master plan](#) recognizes the importance of parks and recreation in creating a thriving municipality. For example, the Community Assets subsection under the Values and Goals section of the document notes the following (see page 9):

Past Story: Cultural, recreational, and historical assets proceeded from successful economic conditions. Though widely agreed to be pleasant and perhaps beneficial, their role was considered nonessential.

Future Story: The City of Jackson recognizes that cultural, recreational, and historical assets are drivers as well as products of a knowledge-based, entrepreneurial economy. The preservation, development, and promotion of these assets will be prioritized to meet their irreplaceable role in the attraction and retention of talent.



The Placemaking section also notes the following (see page 49):

In its most general usage, "placemaking" refers to the act of building places that attract people. To ensure this appeal, the process is rooted firmly in public engagement and the scope of address stretches beyond technical considerations to bring into focus "people-centered" parts of the experience of place, such as cultural offerings and breadth of choice in transportation and housing. The concept originates in the mid-century writings of urban thinkers Jane Jacobs and William H. Whyte, but has gained momentum through the New Urbanist movement beginning in the 1990s. Michigan signed on in a big way in 2011, when Governor Rick Snyder announced a broad collaboration of state agencies and community advocates called the "Sense of Place Council" dedicated to economic development through strategic placemaking.

This shift in strategy is a direct result of the "new economy." Under the old industrial paradigm, communities offered companies inexpensive land and access to heavy-duty transportation and raw materials, and those companies in turn offered jobs which attracted people and generated wealth in the community through wages. The value of the physical environment was primarily determined by the profit that could be yielded by exploiting it. In the new economy— whether

we prefer to describe it as knowledge, creative, information, or digital—talented workers rather than large corporations are the primary generators of wealth.

These workers can and do choose a living environment first, and then look for or create a job. So rather than making attractive offers to companies, communities must make themselves attractive to people. Decades of theoretical inquiry into this subject combined with recent intense empirical research affords us the essential elements required for the creation of what the MPlace partnership calls “quality places”:

- *Mixed uses*
- *Walkable, compact built form*
- *Well-designed public spaces*
- *Multiple transportation options*
- *Multiple housing options*
- *Preserved historic structures*
- *Community heritage*
- *Arts, culture, and creativity*
- *Recreation*
- *Green places*
- *Links to regional rural and natural places*

Jackson is one of the 14 urban areas identified by the state as “most important to target for strategic placemaking.” Collectively, research has found these urban areas, where 82% of the population lives, to be the economic engines of the state. Calculated per capita, the share of GDP, exports, and jobs in these areas is approximately 20% higher than in rural areas. They are also the places with enough population density and infrastructure to support walkability and transportation choice, and they serve as “centers of commerce and culture” to the surrounding region. The Sense of Place Council believes that careful attention to the preservation and enhancement of the placemaking characteristics that already exist within the community, and strategic placement and development of those that are less well represented, can point the way to true revitalization for both the City and the state.

The Assets and Amenities section of the plan notes the following about Open Space and Recreation (see pages 64 to 67):

When asked to name one word that described the City of Jackson, participants in nearly every group at every workshop mentioned the community’s parks. The enviable collection of recreation resources is crowned by two jewels, the Sparks Foundation County (Cascades) Park and Ella W. Sharp Park, Museum, and Golf Course, both results of Jackson’s past wealth and bestowed to the community by its citizens. These parks together provide approximately a thousand acres of recreation in the southwest corner of the community that serve the entire region and host attractions such as the Cascades that have the potential to draw from further.

Jackson County and the City of Jackson are preparing a Joint Recreation Plan concurrently with the writing of this master plan, and it is the intent of this plan to support the vision, goals, and action items identified therein. From the more comprehensive perspective, recreation assets are one area in which Jackson is already well-positioned within the new economy, and its unique, diverse, and strong set of offerings should be cohesively branded and marketed widely.

One circumstance which may help cultivate this opportunity is the continued expansion of interest in a nonmotorized network throughout the City and with connections throughout the region.

The development of a nonmotorized trail network is one of the five goals identified in the recreation plan, as first outlined in the 2002 Jackson County Regional Trailway Study. The County's "Falling Waters Trail," the first study item to be implemented, recently received some unexpected confirmation of its utility: when data from the online fitness application "Map My Run" was aggregated geographically, the trail was clearly delineated. Linking existing parks to the nonmotorized network offers ready-made destinations throughout the network, provides an opportunity to increase exposure to parks by using them as reference points, increases activity within parks by directing circulation through them, and contributes significant land area which is already free of vehicular traffic to the nonmotorized network. Through careful management of this momentum toward trail use, Jackson can seek a multiplier effect throughout its recreation and even overall economic systems.

Careful management and maximized benefit are already the cornerstones of the community's recreation planning. Understanding that users largely make their recreation choices on a regional scale, the collaboration between the City and the County should be a fundamental strategy to pool resources and decrease service duplication. The 2015 plan acknowledges the success of this strategy by seeking to replicate it: the first goal is to "develop lines of communication, collaboration, and cooperation with other local communities and recreation providers." The plan also prioritizes renovations to existing parks and recreation facilities over the acquisition of new ones, citing support from the 2013 Citizen Opinion Survey and economic conditions, but continues to provide for the possibility of new park development for underserved areas, natural resources protection, and in the case of unique opportunities.

Other Planning Efforts Impacting City of Jackson Parks

The City of Jackson also participates in various regional nonmotorized trail planning and water trail planning efforts (see Maps 33, 34, 40, and 41 in Appendix A).

Nonmotorized Trails. A regional nonmotorized trail is emerging in Jackson County. The Hiking Trail of the State of Michigan's *Iron Belle Trail* and *Route #1* of the *Great Lake-to-Lake Trails* are proposed to traverse the County from Munith in its northeast corner to Concord in its southwest corner, utilizing the same corridor. Major portions of the corridor are already completed, including the Martin Luther King Equality Trail, which traverses the City of Jackson, and Jackson County Parks' *Falling Waters Trail*, which traverses the Townships of Summit, Spring Arbor, and Concord and the Village of Concord. The Mike Levine Lakelands Trail State Park extension currently traverses the Townships of Waterloo, Henrietta, and Leoni. The proposed section traversing Blackman Township and connecting to the Lions Park Trail will complete the connection to the Jackson once it is developed. Other trails also traverse portions of Jackson County.

- **Hiking Trail of the Iron Belle Trail.** "The Iron Belle Trail is Michigan's showcase trail that touches hundreds of municipalities and crosses through 48 different Michigan counties. Using existing trails, networks and some new connections, the trail extends more than 2,000 miles from the far western tip of the Upper Peninsula to Belle Isle in Detroit on a biking trail and hiking trail.



The biking route utilizes many of the state's existing bike paths, bike lanes, and signed, designated biking routes as it travels up the east side of the state, while the hiking route utilizes side-walks, trails, and the 1,000-mile plus North Country National Scenic Trail traveling up the west side of the Lower Peninsula" (see [Iron Belle Trail – Two Routes, One great Trail](#)).

- Route #1 of the Great Lake-To-Lake Trails.** "The last three decades in Michigan's trail movement have been about securing individual trails of all types: abandoned rail, utility corridors, road rights of way, and more. Today, Michigan can extend these trails east and west to reach from one Great Lake to another, weaving in many communities and tourism attractions along the way. The Michigan Trails & Greenways Alliance has identified 5 Great Lake to Lake Trail routes across the state" (see [Lake to Lake Trails - Michigan Trails and Greenways Alliance](#)). Route #1 of the Great Lake-to-Lake Trails will connect South Haven (Lake Michigan) with Port Huron (Lake Huron), utilizing the MLK Equality Trail/Falling Waters Trail corridor in the Jackson area.


- Other Recent Efforts that Augment the Corridor.** There have been several local efforts to augment the MLK Equality Trail/Falling Waters Trail corridor. The City of Jackson joined with Summit Township and Jackson County to submit complementary Michigan Natural Resources Trust Fund (MNRTF) applications to construct trails that connect Ella Sharp Park and Sparks Foundation (Cascades) County Park to the MLK Equality Trail/Falling Waters Trail corridor and each other and to provide trail loops in Summit Township and the City of Jackson. The local governments received Michigan Natural Resource Trust Fund (MNRTF) grants in 2015 for the Horton Road Trail Development Project (TF 15-0069), the Fourth Street Connector Development Project (TF-15-0097), and the Sparks Park Inter-City Trail Connector Development Project (TF 15-0092) and all 3 trails are now open to the public. The Horton Road Trail and the Fourth Street Connector link with each other, the Weatherwax Trail, and the MLK Equality Trail to provide a connection to Ella W. Sharp Park as well as a trail loop. The Sparks Park Inter-City Trail Connector provides a connection between the trails in Sparks Foundation County (Cascades) Park, the MLK Equality Trail, and City of Jackson sidewalks and bike lanes to provide another trail loop.
- Jackson City + County Nonmotorized Plan.** The Region 2 Planning Commission, the City of Jackson, and Jackson County adopted a [nonmotorized plan](#) that covers all of Jackson County in 2020. It provides an update to the *Jackson County Regional Trailway Study* completed in 2002. Potential on-road and off-road nonmotorized projects throughout Jackson County (including those described above) will be identified in this document. **The Jackson City + County Nonmotorized Plan is adopted by reference as part of this plan.**


- On-Road Nonmotorized Transportation.** Apart from freeways, the City of Jackson's streets are available for use by pedestrians and bicyclists. **Consequently, this Recreation Plan states that the City of Jackson supports the goal of complete streets**, which "means roadways, planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive

device, foot, or bicycle,” as defined by Section 10 of Public Act 51 of 1951 ([MCL 247.660](#)), as amended. Accordingly, City of Jackson Parks officials will advise the City and the Michigan Department of Transportation (MDOT) on future street projects within Jackson regarding the inclusion of appropriate nonmotorized facilities (e.g., sidewalks, bike lanes, trails, etc.).

Water Trails. Water trails are comprised of canoe/kayak launch sites connecting together signed stretches of river (and lakes) maintained for paddling. The [Upper Grand River Water Trail Development Plan](#), adopted by the Upper Grand River Watershed Council in 2017, proposes a water trail through the City of Jackson. The Upper Grand River Water Trail flows through Jackson as well as its surrounding townships (see Map 40 and Map 41 in Appendix A). Each of the proposed access sites have been identified for one of several improvement schemes, as described in the trail development plan. Type “A” sites should stand out as the “signature access sites” for the water trail, provide as many amenities as possible to paddlers, be ideal for novice paddlers, should be well signed (wayfinding and informational kiosk), and featured prominently on maps. Type “B” sites should be clearly visible from the water, be signed (but probably do not require a kiosk), and provide a landing area in between the Type “A” sites (or in some cases, access for more experienced paddlers). Type “C” sites are generally adjacent to roads with high speed-limits and no formal parking. In some instances, these are sites where parking and unloading watercraft was determined to be undesirable, unsafe, and harmful to the surrounding landscape. These sites have the potential to become developed (into a Type “B” site) at some time but are currently not a priority. That trail was recognized as a state-designated water trail by the Michigan Department of Natural Resources (MDNR) in 2018. Please see the water trail development plan for a complete listing of the proposed canoe/kayak launch sites. **The Upper Grand River Water Trail Development Plan is adopted by reference as part of this plan.**



Note. The nonmotorized and water trail plans summarized above went through their own public comment and approval processes. During one meeting it was suggested that: The developing regional nonmotorized and water trail systems will attract tourists to the City of Jackson. Signage along the trail systems is needed that directs them to existing lodging, restaurants, and other attractions. Opportunities for additional trailheads throughout the systems should also be explored.

Ella Sharp Park. A group identifying themselves as the ‘Rad Dads’ made a presentation before the Ella W. Sharp Park Board of Trustees during their November 15, 2023, meeting and proposed the development of a new multipurpose recreation facility within Ella Sharp Park. According to the group, “The addition of a cutting-edge bouldering, [pump track], and skatepark within the Ella Sharp Park footprint gives access for community members of all ages to explore and experience free and accessible outdoor activities that promote exercise and make Jackson a destination. The inclusion of food options within this new upgrade adds additional benefits to maximize the full list of offerings within Ella Sharp Park and provides families with activities that can keep them engaged in Jackson for an entire day.” Another group providing public comment during the November 19, 2023, meeting advocated for a pétanque court next to the miniature golf course.

Bouldering, according to Wikipedia, “is a form of free climbing that is performed on small rock formations or artificial rock walls without the use of ropes or harnesses.” A pump track, according to Wikipedia, “is a circuit of rollers, banked turns and features designed to be ridden completely by riders

‘pumping’—generating momentum by up and down body movements, instead of pedaling or pushing. It was originally designed for the mountain bike and BMX scene, and now, due to concrete constructions, is also used by skateboard, and accessible to wheelchairs.” A skatepark, according to Wikipedia, “is a purpose-built recreational environment made for skateboarding, BMX, scootering, wheelchairs, and aggressive inline skating. A skatepark may contain half-pipes, handrails, funboxes, vert ramps, stairsets, quarter pipes, ledges, spine transfers, pyramids, banked ramps, full pipes, pools, bowls, snake runs, and any number of other objects.” According to the ‘Rad Dads’, this concept goes far beyond the skatepark located in Nixon Park. Pétanque, according to Wikipedia, “is a sport that falls into the category of boules sports (along with raffer, bocce, boule lyonnaise, lawn bowls, crown green bowling). In these sports, players or teams play their boules/balls towards a target ball. In pétanque the objective is to score points by having boules closer to the target than the opponent after all boules have been thrown. This is achieved by throwing or rolling boules closer to the small target ball, officially called a *jack* or by hitting the opponents' boules away from the target, while standing inside a circle with both feet on the ground. The game is normally and best played on hard dirt or gravel. It can be played in public areas in parks or in dedicated facilities called *boulodromes*.”

A master plan for Ella Sharp Park was adopted in 2013 (see map below) and has been consulted by the Ella W. Sharp Park Board, the Parks and Recreation Commission, and City Council. For example, the Disc Golf Course proposed in the plan was constructed. The new softball complex, off-road trails, and parking lot resurfacing proposed in the Action Program for this document are also included on the park master plan.



City of Jackson Website

The City’s website provides information to the public:

www.cityofjackson.org. For example, a link to the public comment draft of this plan and background information regarding how to submit comments on it was posted to the website’s homepage during the 30-day comment period. Webpages are dedicated to the [Department of Parks, Recreation, Cemeteries, & Trails](#), which contains links to listings of parks and trails, community centers, and recreation programs; the [Parks and Recreation Commission](#); the [Ella W Sharp Park Board](#); and the

[Public Arts Commission](#). In addition, the website’s [Recreation & Culture](#) page contains links to [Black History](#), the [Bright Walls Murals Map](#), [City Parks](#), [Community Centers](#), [Downtown Jackson](#), [Ella Sharp Museum](#), [Historic District Sites](#), [Jackson County Parks](#), [Recreation Programs](#), and [Women’s History](#).

Public Comments at Parks and Recreation Commission Meetings

Meetings of the Parks and Recreation Commission are open to the public and there is an agenda item for public comment. A news release (see below) was also sent out regarding the meetings held on the 1st, 15th, and 29th of November 2023. The following comments were received during those meetings.

November 1, 2023. Aaron Dimick, representing People for the Parks and Trails, stated that he appreciated the closing of some roads in Ella Sharp Park due to the added safety. Lighting is needed as well as permanent closure of the streets identified above. He also stated that there is underutilized space in the parks that could be used for community gardens and natural areas. Mr. Dimick concluded by stating that a deer cull is needed.

November 15, 2023. Phil Preston, Blackman Township Treasurer, informed the Commission that he is involved in developing a recreation plan update for his municipality and he wanted to see what the City is doing so that they can create a partnership. For example, the Township is planning new pickleball courts. Greg Stevenson, representing the 'Rad Dads', would like to see a new multi-purpose recreation facility in Ella Sharp Park which would include a skate park, bouldering park, pump trail, and modular facilities for food and bathrooms. Christen Vincent, representing a local women's softball league, would like to see new lights installed at the Lions Park softball fields.

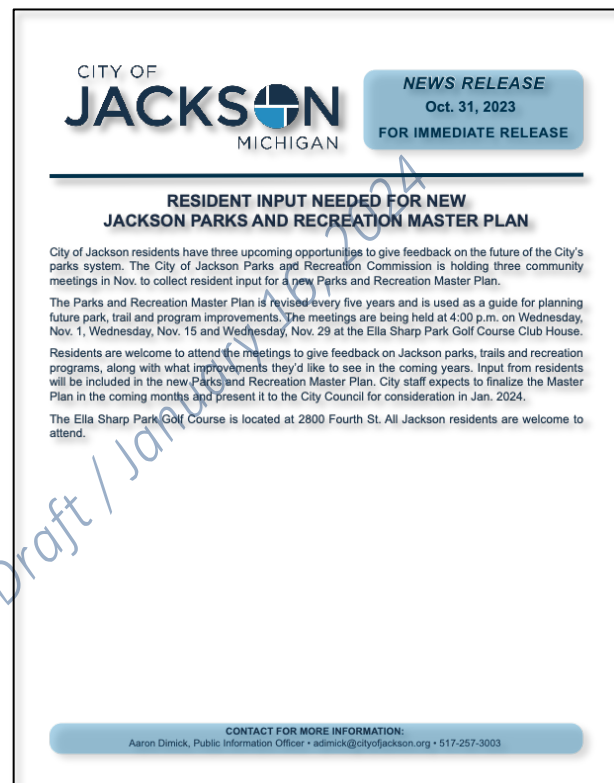
November 29, 2023. Julie Garrison, speaking for herself, Ann Masa, and Lyn Hoskin (also in attendance), proposed building a pétanque court that can be used by the City's growing elderly population as well as younger residents. Walt Branham, who learned the game in France, explained that small but heavy balls and a target ball are provided by participants. All the City would need to provide is a gravel court. He concluded by informing the Commission that it is the third most popular ball support in Europe.

Public Involvement and Plan Adoption

Public involvement was also an integral part of the City of Jackson Recreation Plan approval process.

Commission Meetings

All meetings of the City of Jackson's Parks and Recreation Commission are open to the public, including those summarized in the previous section.



One Month Review Period

The recreation plan was submitted for a one-month public comment period which began on December 3, 2023, and ended on January 3, 2024. The plan was available for review in the offices of the City's Department of Parks, Recreation, Cemeteries, and Trails on the 5th floor of City Hall as well as online at www.cityofjackson.org and local library branches. A news release issued by the City follows, two screenshots from the City's website, and a flyer, all of which promote the opportunity to review and comment upon this document.

City of Jackson, Michigan Government
Published by Aaron Dimick · Just now · 🌐

The public comment period is now open for the new City of Jackson Parks and Recreation Draft Master Plan. This posting explains how to view and comment on the proposed plan. You can review the draft plan on the City website: <https://www.cityofjackson.org/.../City-of-Jackson-Parks...>

CITY OF JACKSON MICHIGAN

**The Draft City of Jackson Recreation Plan
Public Comment Period and Public Hearing**

Every five years the City of Jackson Parks and Recreation Commission conducts a comprehensive planning process to develop a master plan for its parks and recreation system. The recreation plan is used as an overall guide to develop and operate the City's parks, trails, recreation facilities, and recreation programming. The City of Jackson Parks and Recreation Commission is seeking citizen input on the draft plan prior to its formal adoption. **The proposed recreation plan is available for comment between Sunday, December 3, 2023, and Wednesday, January 3, 2024**, on the City's website (www.cityofjackson.org), in the office of the Department of Parks, Recreation, Cemeteries, & Trails located on the 5th floor of City Hall (161 W. Michigan Ave.), at the Boos Recreation Center in Loomis Park, at the MLK Recreation Center in the Howard Woods Recreation Complex, or at the Carnegie Branch (244 W. Michigan Ave) or Meijer Branch (2699 Airport Rd.) of the Jackson District Library. Comments can be submitted by emailing (recreation@cityofjackson.org), telephoning ((517) 788-4040), or dropping them off directly to the office. **A public hearing on the draft recreation plan will be held at 4:00 pm in the Ella Sharp Park Golf Course Club House on Wednesday, January 3, 2024.** Everyone is invited and encouraged to comment on the plan in one or more of the opportunities listed above.

The following public comments were submitted during the 30-day comment period:

- "Please do not make Nixon a Splash pad. Jackson needs at least 1 outside pool in the city even if it is not as good for lessons etc."

City of Jackson Recreation Plan

CITY OF JACKSON MICHIGAN

NEWS RELEASE
Dec. 1, 2023
FOR IMMEDIATE RELEASE

RESIDENT INPUT NEEDED FOR NEW JACKSON PARKS AND RECREATION MASTER PLAN

Residents can help craft the future of parks and recreation in Jackson. The new City of Jackson Parks and Recreation Master Plan is moving forward with a public review period from Sunday, Dec. 3 to Wednesday, Jan. 3.

A draft of the Master Plan can be viewed on the City website, cityofjackson.org. A paper copy is also available on the 5th Floor of City Hall, 161 W. Michigan Ave. The Parks and Recreation Department launched the Master Plan process earlier this fall with a resident survey and public meetings. The next step is a review process with residents giving more feedback on what improvements they'd like to see for parks, trails, programs, and recreation centers. Residents may submit comments and proposed improvements by emailing recreation@cityofjackson.org or in-person at the Parks and Recreation Department. Comments will be added to the Master Plan. The review period ends Wednesday, Jan. 3.

Following the review period, the Parks and Recreation Commission will make final changes to the plan before sending it to the City Council for consideration and adoption. The adopted Master Plan will be used as a guiding document over the next five years for City staff to implement improvements to parks and recreation offerings in the City of Jackson.

CONTACT FOR MORE INFORMATION:
Aaron Dimick, Public Information Officer • adimick@cityofjackson.org • 517-257-3003

City of Jackson, Michigan Government
Published by Aaron Dimick · 4d · 🌐

You can help craft the future of Parks and Recreation in Jackson! A draft of the new Parks and Recreation Master Plan is available on the City website and the 5th Floor of City Hall, 161 W. Michigan Ave.

Comments on the plan are accepted through Wednesday, Jan. 3, 2024 and can be sent to recreation@cityofjackson.org. Resident feedback will be included in the document, which will be used to plan improvements to parks, trails, programs and recreation centers for the next five... [See more](#)

CITY OF JACKSON MICHIGAN

Parks & Recreation Master Plan

See insights and ads

Boost post

5

10 shares

3-22

Also, don't forget about Lions Park on Blackstone. Maybe it does not get used as much as those parks located on the south side, but it may be important to residents. It is hard to know how many kids are in the area" (*Diane Toman*).

- "I would like to submit paving the "mud hole" parking lot on Birchwood Drive in Ella Sharp Park, by the soccer fields. Also, is there some kind of drainage that can be done- soccer games get canceled frequently because of too much rain and the field will get destroyed- maybe if the parking lot gets paved that would help direct the water elsewhere" (*Christy Davis*).
- I think that the park should have more available to do. Obstacle Equipment, Outdoor Exercise Equipment, Swimming Pool NEEDED, Large Circle for ROLLER SKATING. Add more concrete space by the pavilions so people can at least have room to dance and enjoy more space, this is REALLY NEEDED. Also need a fence put up around kiddy coral; that place is dangerous (*Sheliaf Pfeifer*).
- Thanks for the opportunity to comment on the draft Parks Master Plan. I live in the City between Cascades and Ella Sharp and am in those parks and on the MLK Equality and PACA trails almost daily. I also attend many events in the downtown parks.
 1. First some of the items from the Plan that I thought were particularly strong:
 - Consideration of a deer cull at Ella which I feel is absolutely needed. It is virtually impossible to garden in this part of town and I'm seeing dead deer on the side of Kibby road too often.
 - Consideration of pétanque/boules courts. Having lived several years in Europe, I have seen how they become an important gathering space for the community, particularly for elders who might otherwise be isolating. They are best suited to city centres where players can grab a coffee or other beverage to enjoy while playing. This would be a far better fit in the parks within the social district downtown than at Ella.
 - Resurfacing the MLK Equality Trail to Weatherwax Road will make a LOT of bikers I know happy. It's uncomfortable in its current state.



**The Draft City of Jackson Recreation Plan
Public Comment Period and Public Hearing**

Every five years the City of Jackson Parks and Recreation Commission conducts a comprehensive planning process to develop a master plan for its parks and recreation system. The recreation plan is used as an overall guide to develop and operate the City's parks, trails, recreation facilities, and recreation programming. The City of Jackson Parks and Recreation Commission is seeking citizen input on the draft plan prior to its formal adoption. **The proposed recreation plan is available for comment between Sunday, December 3, 2023, and Wednesday, January 3, 2024**, on the City's website (www.cityofjackson.org), in the office of the Department of Parks, Recreation, Cemeteries, & Trails located on the 5th floor of City Hall (161 W. Michigan Ave.), at the Boos Recreation Center in Loomis Park, at the MLK Recreation Center in the Howard Woods Recreation Complex, or at the Carnegie Branch (244 W. Michigan Ave) or Meijer Branch (2699 Airport Rd.) of the Jackson District Library. Comments can be submitted by emailing (recreation@cityofjackson.org), telephoning ((517) 788-4040), or dropping them off directly to the office. **A public hearing on the draft recreation plan will be held at 4:00 pm in the Ella Sharp Park Golf Course Club House on Wednesday, January 3, 2024.** Everyone is invited and encouraged to comment on the plan in one or more of the opportunities listed above.

- The additional trail development is all great, notably connecting the armory area with downtown. Also, the 4th/Greenwood trail to downtown will be a great addition. Although seems like it would have been more efficient to add a bike lane during the recent resurfacing of Greenwood.
2. Some content from the plan that should be reconsidered:
- The investments planned for Ella Sharp Park are excessive considering:
 - Its location far from the more densely populated parts of the city. Consequently, it is a somewhat remote destination for many where only a few somewhat privileged neighborhood kids can just go and play. I am there multiple times per week and unless there is a special event or something like soccer there, the playground, trails and park in general is a ghost town.
 - It is approximately 75% surrounded by Summit Township NOT the City. I acknowledge the JPS millage partially funds the City Parks, but it is the minority of City Parks funding. Parks funding should be invested based on impact to City (and to a lesser extent) JPS constituents.
 - Regarding the Ella projects suggested in the draft Plan:
 - A new or reimagined softball complex is a poor investment. The sport has been in decline for many years and burning City funds on new facilities is not going to reverse that. The existing fields are already serviceable (especially considering the low numbers of players). Further, softball is not a sensible sport to invest in transformative placemaking for our community. A few smaller ticket maintenance items such as improved bleachers would represent better stewardship of City funds rather than a new complex. I would ask that a return on investment study be performed before spending on softball facilities with particular focus on how those dollars help City constituents. I suspect the vast majority of softball players are from outside the City and probably half are not even JPS residents. Why should the City subsidize recreation for residents of these other communities over taking care of our own?
 - If the initiative for off road trails at Ella proceeds, I hope it addresses the rogue modifications made over the past few years adding obstacles and “features”. These made the trails less enjoyable and more dangerous and shouldn’t be on City-sponsored trail system.
 - Bouldering and pump track again would benefit few city kids and I suspect be very underutilized due to the location.
 - There is no mention of the Ella Sharp rose garden in the Plan. It has a lot of deferred maintenance and is not well cared for by the City. It should be a source of pride for the “Rose City” but has become an eyesore. Would like to see some budget allocated to improvements and improved care and feeding there.

- City-run food options at Ella Sharp would be a mistake. Food is not a core competency of City government much less the parks dept. This capability would be better served by a network of strong relationships with more agile providers such as food trucks or catering services. Otherwise, this will become a long term burden for the City in the form of long term assets to manage, staffing, procurement and waste.
3. Missing Items that should be addressed by the Plan or otherwise addressed by Parks operations:
- The City and Parks department has made some nice investments in the past and then not taken care of them. I'm disappointed that there is no strategy or actions in this draft Plan to address the management of existing assets to maximise their potential. This results in wasted resources and missed opportunities for community recreation. For example:
 - The costly and much needed bathrooms at Bucky Harris are permanently closed as far as I can tell. Instead of solving the problems that were occurring there, the City just closed them as an easy out.
 - The very nice fire pit at Bucky Harris seems to be permanently disabled. Again it seems this was an easier solution for the City than solving the problems that were happening in the park.
 - The butterfly gardens were a failure. I have seen them done well in other communities, but they will need oversight and care to not be eyesores.
 - Horace Blackman is a world class park that is often spoiled by homeless encampments. It doesn't feel safe, compromises what is otherwise fantastic events in the venue and does not advance the City's placemaking initiatives.
 - Ella Winter street closures were mentioned in several public comments, but I don't see any actions in the Plan to reopen them. Closing these streets in winter took away an important recreational opportunity. With City sidewalks rarely cleared of snow and ice and the Equality Trail not treated with salt, the Ella Sharp roads were the safest place to walk and run after the snow and ice comes. Worse, the stated objectives for the closures have not been met. The dumping and donuts in the grass simply moved to more visible areas of the park. I also suspect the "extra" winter maintenance for that 1 mile of road is outweighed by the labor to move the blockades in and out of position several times per year. Please keep those roads open year round!
 - The Plan mentions that Parks department is responsible for public art yet there isn't a single action in the Plan related to it. What is the Department's public art strategy and priorities for action? It seems to be a gross oversight in this draft Plan. One idea could be to move Summer Night Tree so that it no longer suffocates in its current location. It's probably a \$5+ million dollar statue that is hard to appreciate where it. It is certainly not getting the attention it deserves, whereas mediocre works occupy prominent roundabouts.

- Safety is mentioned in several public comments yet there are no Action priorities related to making the parks safer.
- Jackson's overall public health is not strong. Many parks would benefit from small fitness stations where people without access to a gym or who just want to be outside could get a little workout in.

Thanks for considering my feedback. I hope it can help shape the content final Master Plan (*Russ Desy*).

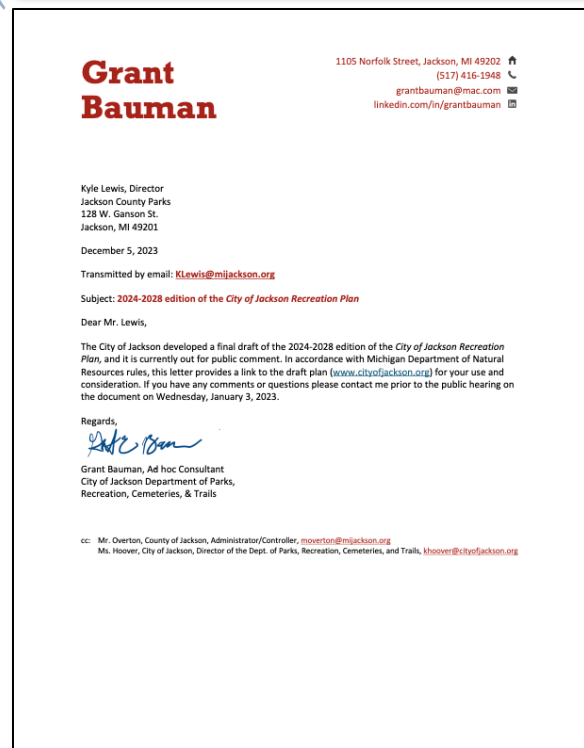
Letters of Transmittal

The adjacent letters of transmittal were sent to Jackson County and the Region 2 Planning Commission via email on December 5, 2023, alerting them to the planning effort and inviting them to comment on the document.

Public Hearing and Plan Approval

A public hearing on the recreation plan was held on January 3, 2024, at the Ella Sharp Park Golf Course Club House, during a special meeting of the Parks and Recreation Commission. The following public notice was advertised in the *Jackson Citizen Patriot* on November 30, 2023, which also publicized the one-month review period documented in a previous section. The following Resolution of Approval was then passed by the Commission. ~~The Jackson City Council passed the following Resolution of Adoption on January 16, 2024, in the Council Chambers on the 2nd floor of City Hall, during a regular meeting.~~

Unfortunately, no one from the public attended the hearing. Consequently, no additional comments were provided to the Parks and Recreation Commission.

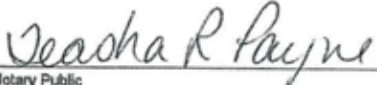




State of Michigan,) ss
County of Jackson)
Elka Jak being duly sworn, deposes that he/she is principal clerk of MLive Media Group; that Jackson Citizen Patriot is a public newspaper published in the city of Jackson, with general circulation in Jackson county, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):
Jackson Citizen Patriot 11/30/2023


Principal Clerk of the Publisher

Sworn to and subscribed before me this 30th day of November 2023


Notary Public

The Draft City of Jackson Recreation Plan
Public Comment Period and
Public Hearing
Every five years the City of Jackson Parks and Recreation Commission conducts a comprehensive planning process to develop a master plan for its parks and recreation system. The recreation plan is used as an overall guide to develop and operate the City's parks, trails, recreation facilities, and recreation programming. The City of Jackson Parks and Recreation Commission is seeking citizen input on the draft plan prior to its formal adoption. The proposed recreation plan is available for comment between Sunday, December 3, 2023, and Wednesday, January 3, 2024, on the City's website (www.cityofjackson.org), in the office of the Department of Parks, Recreation, Cemeteries, & Trails located on the 5th floor of City Hall (161 W. Michigan Ave.), at the Boes Recreation Center in Loomis Park, at the MLK Recreation Center in the Howard Woods Recreation Complex, or at the Carnegie Branch (244 W. Michigan Ave) or Meier Branch (2699 Airport Rd.) of the Jackson District Library. Comments can be submitted by emailing (recreation@cityofjackson.org), telephoning ((517) 788-4040), or dropping them off directly to the office. A public hearing on the draft recreation plan will be held at 4:00 pm in the Ella Sharp Park Golf Course Club House on Wednesday, January 3, 2024. Everyone is invited and encouraged to comment on the plan in one or more of the opportunities listed above.

Jackson Citizen Patriot
LEGAL AFFIDAVIT
AD#: 0010795956 Total \$109.66

TEASHA R. PAYNE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MECOSTA
COMMISSION EXP FEB 24 2026
ACTING IN COUNTY OF hent



**Approval of the
City of Jackson Recreation Plan
2024-2028 edition**

WHEREAS, the Parks and Recreation Commission is made up of representatives from the City of Jackson and Jackson Public Schools, and

WHEREAS, the Parks and Recreation Commission began the process of developing a recreation plan in accordance with the most recent guidelines developed by Michigan's Department of Natural Resources and made available to local communities, and

WHEREAS, residents of the City of Jackson and the Jackson Public Schools were provided with well-promoted opportunities during the development of the draft *2024-2028 edition of the City of Jackson Recreation Plan* to express opinions, ask questions and discuss all aspects of the recreation plan, and

WHEREAS, the public was given a well-promoted opportunity and reasonable accommodations to review the final draft of the *2024-2028 edition of the City of Jackson Recreation Plan* from Sunday, December 3, 2023, through Wednesday, January 3, 2024, and

WHEREAS, a public hearing was held at 4:00 pm on Wednesday, January 3, 2024, at the Ella Sharp Park Golf Course Club House (2800 Fourth St.) to provide an opportunity for all residents of the planning area to express opinions, ask questions and discuss all aspects of the *2024-2028 edition of the City of Jackson Recreation Plan*, and

WHEREAS, the Parks and Recreation Commission has developed the plan as a guideline for improving recreation for the City of Jackson, and

WHEREAS, after the public hearing, the Parks and Recreation Commission voted to approve said *2024-2028 edition of the City of Jackson Recreation Plan* and recommend its adoption by City Council.

NOW, THEREFORE BE IT RESOLVED the Parks and Recreation Commission hereby approves the *2024-2028 edition of the City of Jackson Recreation Plan*.

Yeas: 3, Nays: 0, Absent: 3.

I, Michelle Woods, Chairperson of the Parks and Recreation Commission, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Parks and Recreation Commission at a Special Meeting thereof held on Wednesday, January 3, 2024.

Michelle Woods, Chairperson
City of Jackson Parks and Recreation Commission



**Adoption of the
City of Jackson Recreation Plan
2024-2028 edition**

WHEREAS, the Parks and Recreation Commission is made up of representatives from the City of Jackson and Jackson Public Schools, and

WHEREAS, the Parks and Recreation Commission began the process of developing a recreation plan in accordance with the most recent guidelines developed by Michigan's Department of Natural Resources and made available to local communities, and

WHEREAS, residents of the City of Jackson and the Jackson Public Schools were provided with well-promoted opportunities during the development of the draft *2024-2028 edition of the City of Jackson Recreation Plan* to express opinions, ask questions and discuss all aspects of the recreation plan, and

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WHEREAS, a public hearing was held at 4:00 pm on Wednesday, January 3, 2024, at the Ella Sharp Park Golf Course Club House (2800 Fourth St.) to provide an opportunity for all residents of the planning area to express opinions, ask questions and discuss all aspects of the *2024-2028 edition of the City of Jackson Recreation Plan*, and

WHEREAS, the Parks and Recreation Commission has developed the plan as a guideline for improving recreation for the City of Jackson, and

WHEREAS, after the public hearing, the Parks and Recreation Commission voted to approve said *2024-2028 edition of the City of Jackson Recreation Plan* and recommend its adoption by City Council.

WHEREAS, the *2024-2028 edition of the City of Jackson Recreation Plan* was then presented to City Council for adoption.

NOW, THEREFORE BE IT RESOLVED, City Council hereby adopts the *2024-2028 edition of the City of Jackson Recreation Plan* and directs the Department of Parks, Recreation, Cemeteries, and Trails to submit it to the Michigan Department of Natural Resources.

Yeas: ____, Nays: ____, Absent: ____.

I, Andrea Muray, Clerk of the City of Jackson, do hereby certify that the foregoing is a true and original copy of a resolution adopted by City Council at a Regular Meeting thereof held on Wednesday, January 16, 2024.

Andrea Muray, Clerk
City of Jackson, Michigan

City Council Adoption Draft / January 16, 2024



People Picnicking in Horace Blackman Park



Chapter 4

Vision, Goals & Objectives, & Action Program

Vision

The vision provided by this recreation plan can be summarized in the following statement:

Provide all persons with a variety of well-maintained and programmed parks and recreation facilities at the neighborhood, community, and regional levels.

Goals & Objectives

The following goals and objectives will help the City of Jackson to fulfill the vision summarized above:

1. **Develop lines of communication, collaboration, and cooperation with other local communities and recreation providers.**

The City will investigate and implement various ways of communicating, collaborating, and co-operating with the other local providers of recreation in order to:

- Provide adequate parks and recreation facilities and programs throughout the City of Jackson and the surrounding area.
- Avoid the duplication of facilities and services.

2. **Develop trail networks**

The City will continue its collaborative efforts with other local governments and organizations in the development of the trail networks traversing Jackson:

- **Nonmotorized trails.** The *Jackson City + County Nonmotorized Plan* is adopted by reference as part of this plan. The City of Jackson will implement pertinent portions of the plan as opportunities arise and resources become available as well as other complementary projects.
- **Complete Streets.** The City of Jackson supports the goal of complete streets, which “means roadways, planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle,” as defined by Section 10 of Public Act 51 of 1951 ([MCL 247.660 et sec](#)), as amended. Accordingly, City of Jackson Parks officials will advise the City and the Michigan Department of Transportation (MDOT) on future street projects within Jackson regarding the inclusion of appropriate nonmotorized facilities (e.g., sidewalks, bike lanes, paved shoulders, trails, etc.).
- **Water trails.** The *Upper Grand River Water Trail Development Plan* is adopted by reference as part of this plan. The City of Jackson will implement pertinent portions of the plan, as well as complementary projects, as opportunities arise, and resources become available.



3. **Renovate existing parks and recreation facilities**

Concentrate efforts on improving existing parks maintained by the City of Jackson:

- Upgrade existing parks and recreation facilities as needed.
- Improve existing parks and recreation facilities to meet (and exceed where possible) the requirements of the Americans with Disabilities Act (ADA).
- Provide new/improved recreation facilities as opportunities arise (e.g., aquatic facilities, pickleball courts, playgrounds, etc.).
- Add community gardens and nature areas to parks and other municipal properties where feasible.
- Introduce public art to each park as opportunities arise, in cooperation with the Public Arts Commission and other public/private partners.
- Study and determine if existing underutilized recreation facilities should be converted to other uses.
- Improve the safety of parks and recreation facility patrons and increase the positive impact of parks on their surrounding areas:
 - Continue to install vandal resistant facilities.
 - Continue to improve a consistent and systematic park maintenance program.
 - Improve traffic control within parks.
 - Study the need for a new deer harvesting program, centered on Ella Sharp Park, and institute it if warranted.
- Implement the master plan created for Ella Sharp Park

4. **Provide recreation programs and events**

Provide a variety of recreation programs which the community enjoys, and attempt to involve everyone as a participant, coach, or spectator.

- Continue to provide the various recreation programs provided by the City of Jackson and identify ways of expanding that programming whenever appropriate.
- Continue to allow special events such as the Hot Air Jubilee and Juneteenth celebrations in city parks.
- Provide educational and conservation programs regarding the natural resources found throughout city parks.



5. **Develop new parks as opportunities arise**

Opportunities for the acquisition and development of new parks should not be ignored even though the City of Jackson will concentrate on the redevelopment of existing parks and recreation facilities.

- Provide new neighborhood, communitywide, or regional parks (as applicable) in underserved areas.
- Protect natural resources (i.e., forests, wildlife habitat, and wetlands) and to create and/or preserve needed open space.
- Partner with property owners throughout Jackson and public/private organizations to convert underutilized land to natural areas throughout the city.
- Provide a venue for a new recreation facility which cannot be accommodated in any existing park.



Background Information

Input into developing the goals and objectives listed above included:

- Existing recreation facilities and programs available to City residents, regardless of the provider.
- The health and disabilities of City residents.
- Opportunities for acquiring land and facilities.
- Other plans that address specific recreational needs.
- Existing potential public-private partnerships.
- Survey responses and other opportunities for public comment.

Develop lines of communication, collaboration, and cooperation. A variety of the factors identified in the recreation plan support the need to develop lines of communication, collaboration, and cooperation among recreation providers. Other factors identify where those lines already exist:

- **Recreation and resource inventories.** Jackson and a variety of public, quasi-public, and private entities provide parks, trails, and recreation facilities and programs. People rarely restrict their activities—including recreation—to a single jurisdiction. Accordingly, Chapter 2 (Recreation and Resource Inventories) already provides an overview of the parks, trails, and recreation facilities and services available to residents, regardless of the provider. An official from Blackman Township called for a partnership with Jackson during public comment at the November 15, 2023, meeting of the Parks and Recreation Commission.
- **Regional plans.** *Jackson: ready for what's Next*, the City's current master plan, recognizes the importance of parks and recreation in creating a thriving municipality. The City of Jackson partnered with Jackson County and the Region 2 Planning Commission to develop the *Jackson City +*

County Nonmotorized Plan. The City also participated in the development of the Upper Grand River Watershed Alliance's *Upper Grand River Water Trail Development Plan*. Both recreation-related documents rely upon the jurisdictions the proposed trails traverse to develop the facilities in a cooperative manner. The plans were also subject to public scrutiny (see Chapter 3).

- **Recreation Programming.** The Jackson's recreation programs are funded through a millage levied on residents within the area served by Jackson Public Schools (JPS), which extends beyond the city limits into the majority of Summit Township and smaller portions of Blackman Township and other municipalities. Consequently, participants in recreation sessions and sports seasons living within the district are charged a smaller user fee than participants living within another school district (see Chapter 1). JPS also provides team sports and other recreation programs directly to its students and boosters. Other quasi-public and private recreation facilities in the Jackson Area also sponsor recreation leagues and programs.

Develop trail networks. A variety of the factors identified in the recreation plan support the development of a non-motorized trail network:

- **Survey responses.** Approximately 84.5% of all respondents strongly agreed (54.9%) or agreed (29.6%) that a trail system should continue to be developed in the City of Jackson and the surrounding area. Approximately 74.2% of all respondents strongly agreed (44.1%) or agreed (30.1%) that canoe/kayak launch sites should be provided along the Grand River (see Chapter 3).
- **Regional plans.** The *Jackson City + County Nonmotorized Plan* and the *Upper Grand River Water Trail Development Plan* provide blueprints for nonmotorized and water trails that will traverse Jackson and the surrounding area as they are developed. They were subject to public scrutiny (see Chapter 3). The proposed water trail will connect with plans in other watersheds to extend the trail all the way to Lake Michigan. The major routes within the nonmotorized plan connect with other statewide trails.
- **The health of residents.** The 2021 *American Community Survey* estimates that 16.3% of City residents were disabled in 2021 and 7.8% had an ambulatory disability. The *County Health Rankings & Roadmaps 2023* database estimates that 39% of adults in Jackson County were obese and 14% were in poor or fair health. Residents also had an average of 3.3 poor physical health days and 5.3 poor medical health days. (see Chapter 1).

Renovate Existing Parks and Recreation Facilities. A variety of the factors identified in the recreation plan support a focus on the renovation of existing parks and recreation facilities over the development of new parks:

- **Survey responses.** When asked 'How do you rate the City of Jackson Parks system?', a significant minority (13.3%) rated the system as poor (11.9%) or very poor (1.4%). Related comments stated that: 'Some parks could use maintenance/more regular cleaning', 'Large parks are mismanaged a bit and in great need of maintenance', 'There is not the proper upkeep on equipment at city owned fields', 'Lack of continued maintenance after city pours money into them', 'They're not very safe', 'I don't feel comfortable visiting them', and 'Unsafe conditions in many

of the parks due to [an overabundance] of homeless and gang activity'. When asked 'What discourages you from visiting a park/recreation facility?', 61.8% cited a 'concern for public safety' (see Chapter 3).

- **Disabilities of residents.** The 2021 *American Community Survey* estimates that 16.3% of City residents were disabled in 2021 and 7.8% had an ambulatory disability (see Chapter 3).

Provide Recreation Programs and Events. A variety of factors identified in the recreation plan support recreation programs and events:

- **Survey responses.** Approximately 49.7% of residents identified 'for fitness and exercise opportunities'. Approximately 48.3% cited 'special events'. And 'participate in sports/games' was selected by approximately 26.6% of respondents.
- **City of Jackson Recreation Millage.** The City's recreation programs are funded through a millage levied on residents within the Jackson Public Schools district. That millage was renewed and expanded from 0.2 mills to 0.5 mills in the summer of 2014. The fact that this millage increase passed indicates strong support for recreation programming and events. The existing millage will be up for renewal again in 2024.
- **The health of Jackson County residents.** The 2021 *American Community Survey* estimates that 16.3% of City residents were disabled in 2021 and 7.8% had an ambulatory disability. The *County Health Rankings & Roadmaps* 2023 database estimates that 39% of adults in Jackson County were obese and 14% were in poor or fair health. Residents also had an average of 3.3 poor physical health days and 5.3 poor medical health days.

Develop New Parks as Opportunities Arise. A variety of the factors identified in the recreation plan support the development of new parks under certain circumstances:

- **Taking advantage of opportunities.** The City may wish to take advantage of opportunities for new parks when they arise even though it is focusing on the renovation of existing parks. An excellent example of this are the butterfly gardens established at various street intersections in Downtown Jackson. This idea could be expanded to portions of parks and other locations throughout the community. Approximately 44.9% survey respondents were in favor of a community garden. A representative of People for the Parks and Trails stated that there is underutilized space in the parks that could be used for community gardens and natural areas during public comment at the November 15, 2023, meeting of the Parks and Recreation Commission.
- **Trail networks.** The development of the nonmotorized and water trail networks as proposed in the *Jackson City + County Nonmotorized Plan* and the *Upper Grand River Water Trail Development Plan* cannot be accommodated solely in existing parks. As noted above, 84.5% of recreation survey respondents were in favor of continuing to develop nonmotorized trails and 74.2% were in favor of installing canoe/kayak launch sites on the Grand River. The health benefits attributed to the use of nonmotorized trails are also a factor in favor of new trails. This is important due to the health of City and County residents listed above.

Action Program

Please see the Action Program map for the location of the various projects, *listed in alphabetical order and not all inclusive* (see Map 42 in Appendix A).

Park Development

- A. **All parks.** New signs and new recycling trash cans and system.
- B. **Exchange Park.** New playground, landscaping, fencing, and walkways.
- C. **Lions Park.** New softball field bleachers and fencing and parking lot resurfacing.
- D. **New Leaf Park.** New gazebo/picnic shelter and parking lot resurfacing.
- E. **William Nixon Memorial Park.** Parking lot resurfacing, splash pad, and update the building.
- F. **Rotary Park.** Playground, picnic shelter, landscaping, and walkways.
- G. **Ella Sharp Park.** New softball complex (e.g., 4 fields, bleachers, parking, lighting, etc.), new pickleball courts, new off-road trails, parking lot resurfacing, a bouldering park, a skate park, a pump track, bathrooms, and food facilities.
- H. **Under the Oaks Park.** New layout and landscaping.
- I. **Workers Memorial Park.** Adopt a master plan, playground, basketball court(s), landscaping, and walkways.
- J. **Howard Woods Recreation Complex.** New basketball courts, MLK Recreation Center addition, playground, outdoor adult exercise equipment, picnic shelter, and splash pad.



Trail Development

- K. **All trails.** New wayfinding signage, recycling, and trash cans.
- L. **MLK Equality Trail.** Resurface from the Optimist Shelter westward to Weatherwax Road.

New Trails:

- M. Art 634/Armory Arts to Downtown along Mechanic Street.
- N. Downtown Riverfront Park/Consumers Energy Campus northward to Mechanic Street, crossing the Grand River.
- O. S. Jackson Street Trail from the Elmdale Street Trail to the MLK Equality Trail.
- P. Loomis Park to Downtown along E. Michigan Avenue.
- Q. New Leaf Park to Downtown Jackson along 4th Street and Greenwood Avenue.



Background Information

The Plan's goals and objectives are the basis for the action program listed above.

Develop lines of communication, collaboration, and cooperation. Proposed trail and trail improvements/enhancements will further the development of the nonmotorized trail network proposed in the *Jackson City + County Nonmotorized Plan*, a multijurisdictional, collaborative, and cooperative document developed for the City of Jackson and the rest of Jackson County. This is also true for the canoe/kayak launch sites proposed along the Grand River in the City of Jackson and identified in the *Upper Grand River Water Trail Development Plan*.

Develop trail networks. The proposed trails and trail improvements/enhancements will further the development of a nonmotorized trail network in Jackson County and connections to statewide trail projects, a goal of this plan and supported by the *Jackson City + County Nonmotorized Plan*, a document adopted by reference as part of this recreation plan.

Renovate Existing Parks and Recreation Facilities. Most of the projects included in the Action Program will improve existing parks and the recreation facilities located in them, a goal of this plan and supported by many responses to the survey conducted for this recreation plan.

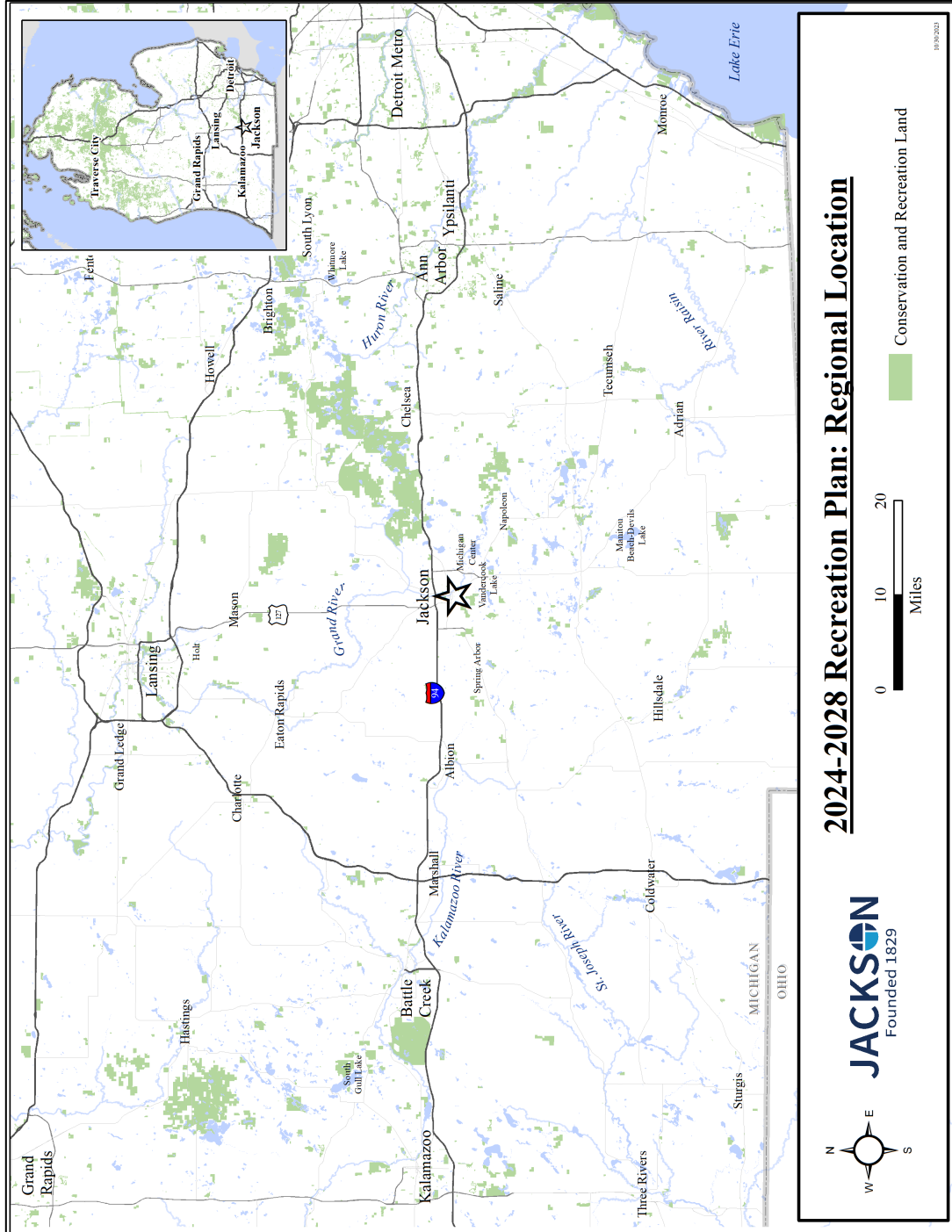


Family Enjoying a Playground

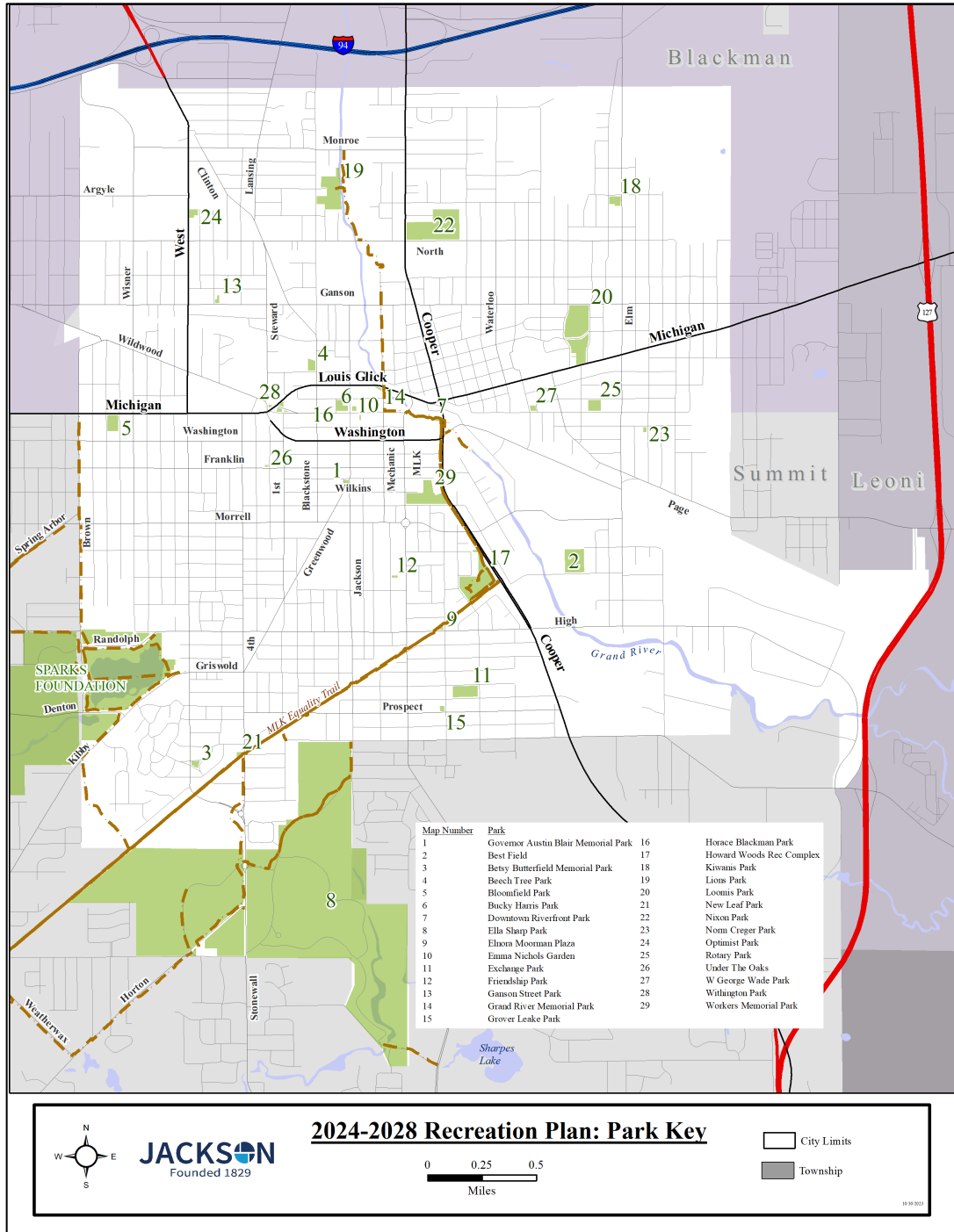
CITY OF
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Appendix A
Mapping

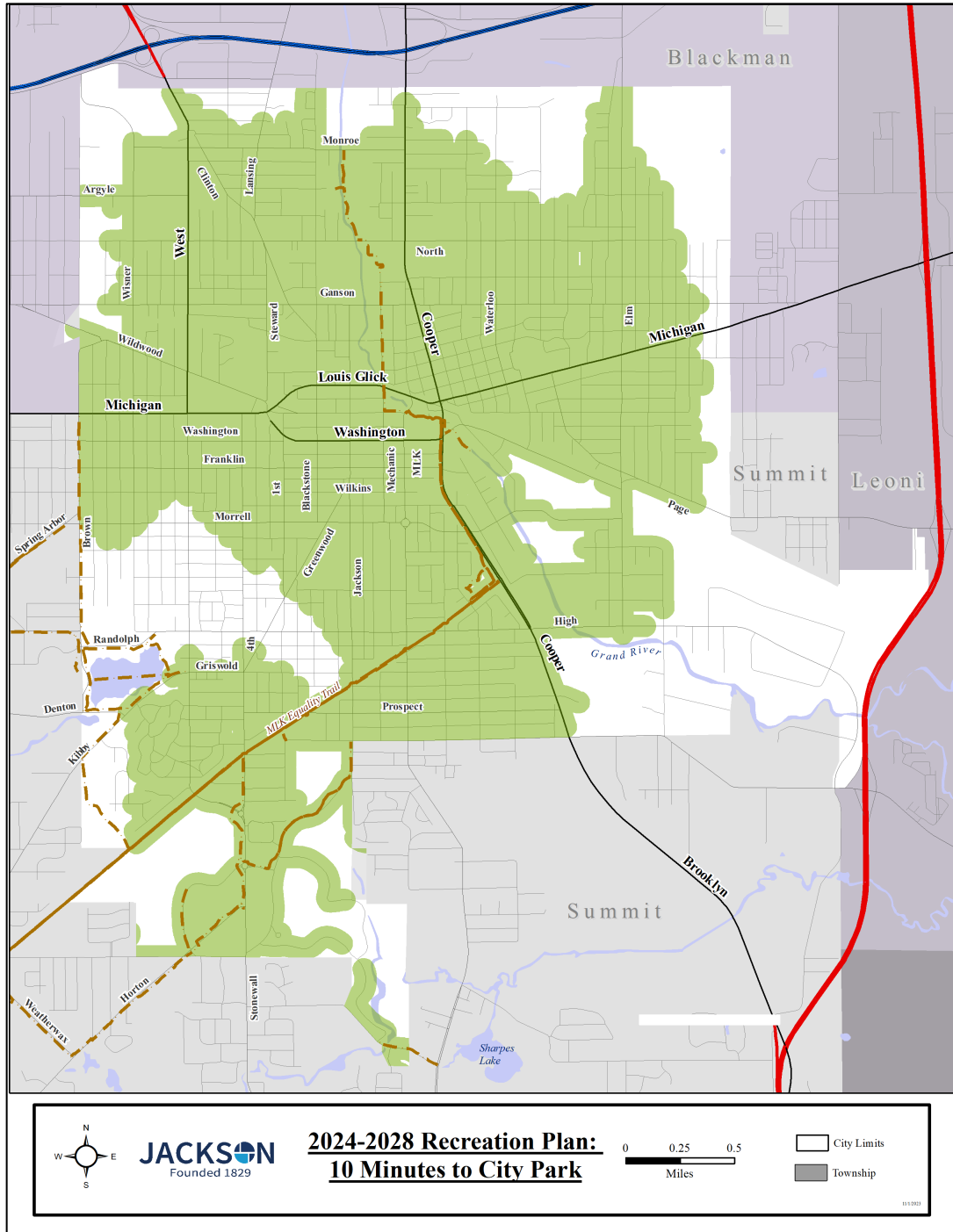
Map 1
Regional Location



Map 2
City Parks



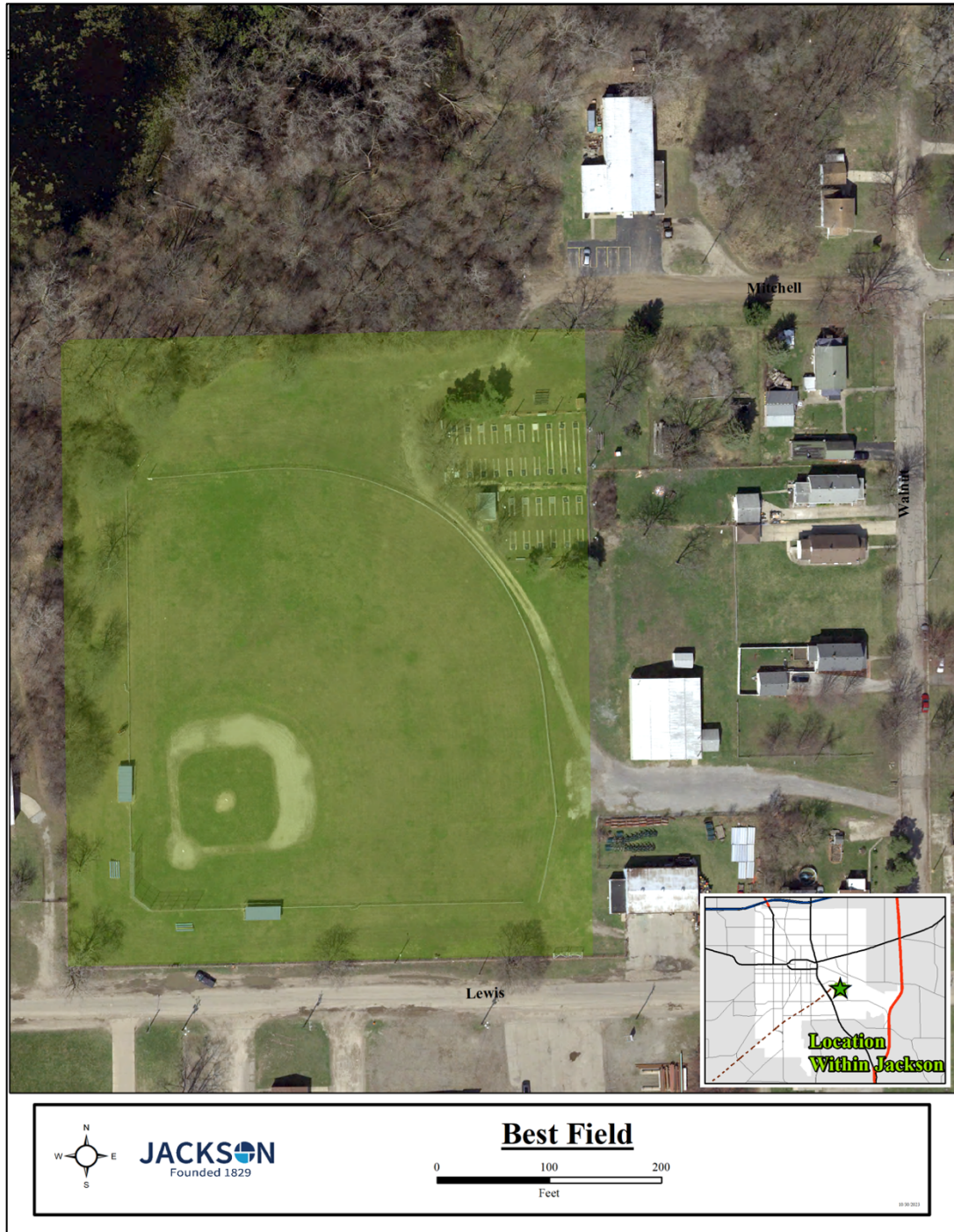
Map 3
10 Minutes to a Park



Map 4
1. Austin Blair Park



Map 5
2. Best Field



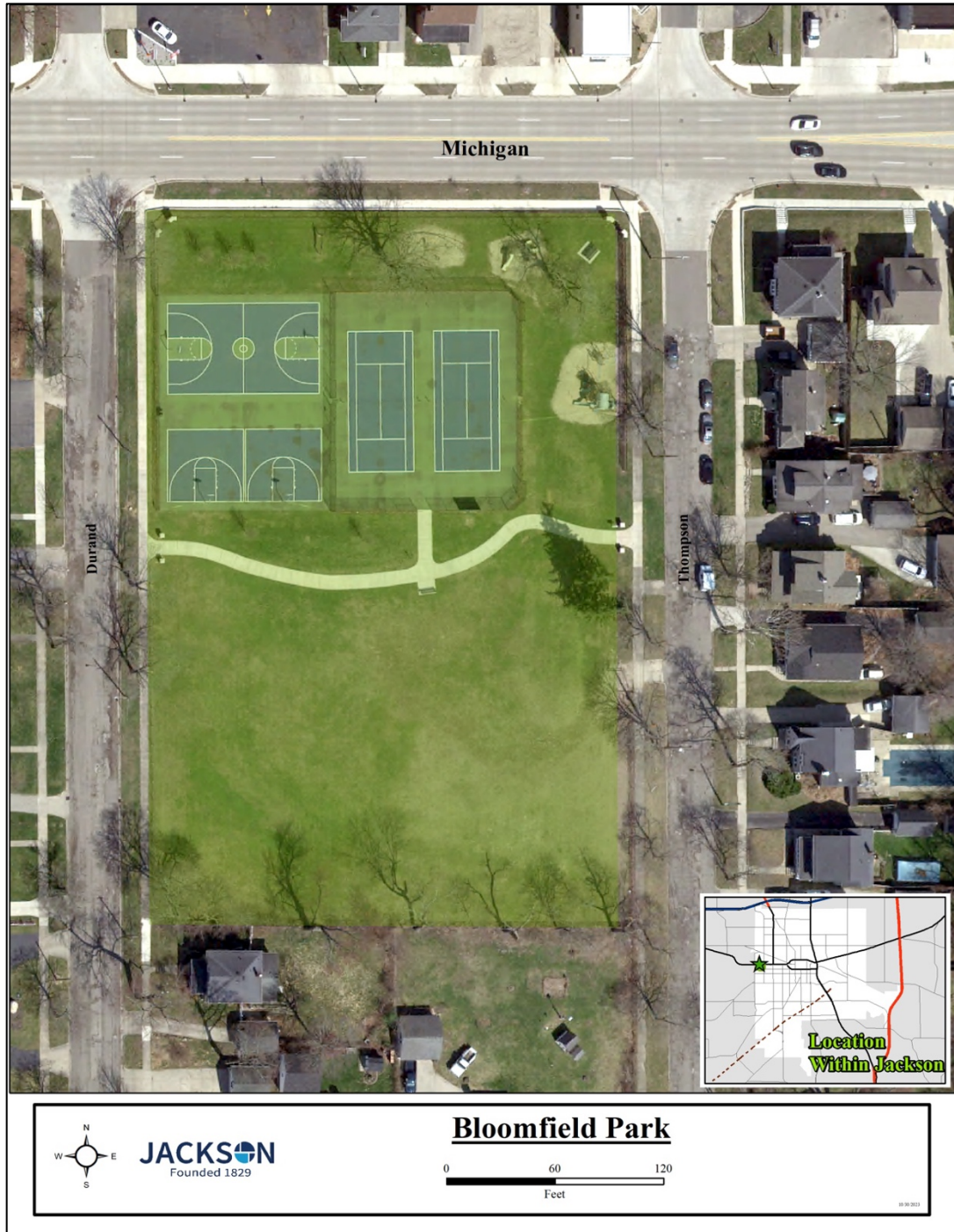
Map 6
3. Betsy Butterfield Park



Map 7
4. Beech Tree Park



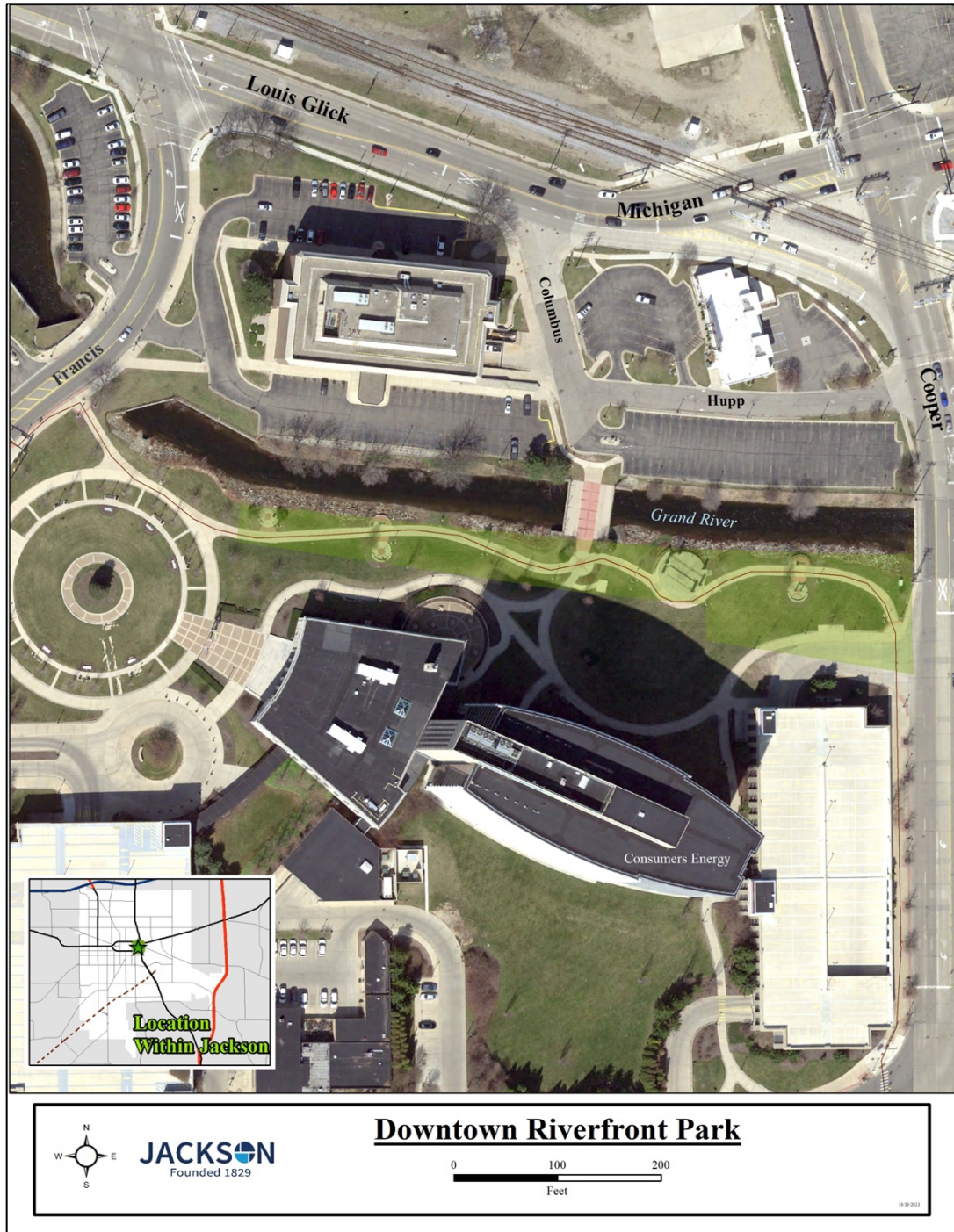
Map 8
5. Bloomfield Park



Map 9
6. Bucky Harris Park



Map 10
7. Downtown Riverfront Park



Map 11
8. Ella Sharp Park



Map 12
9. Elnora Moorman Plaza



Map 13
10. Emma Nichols Garden



Map 14
11. Exchange Park



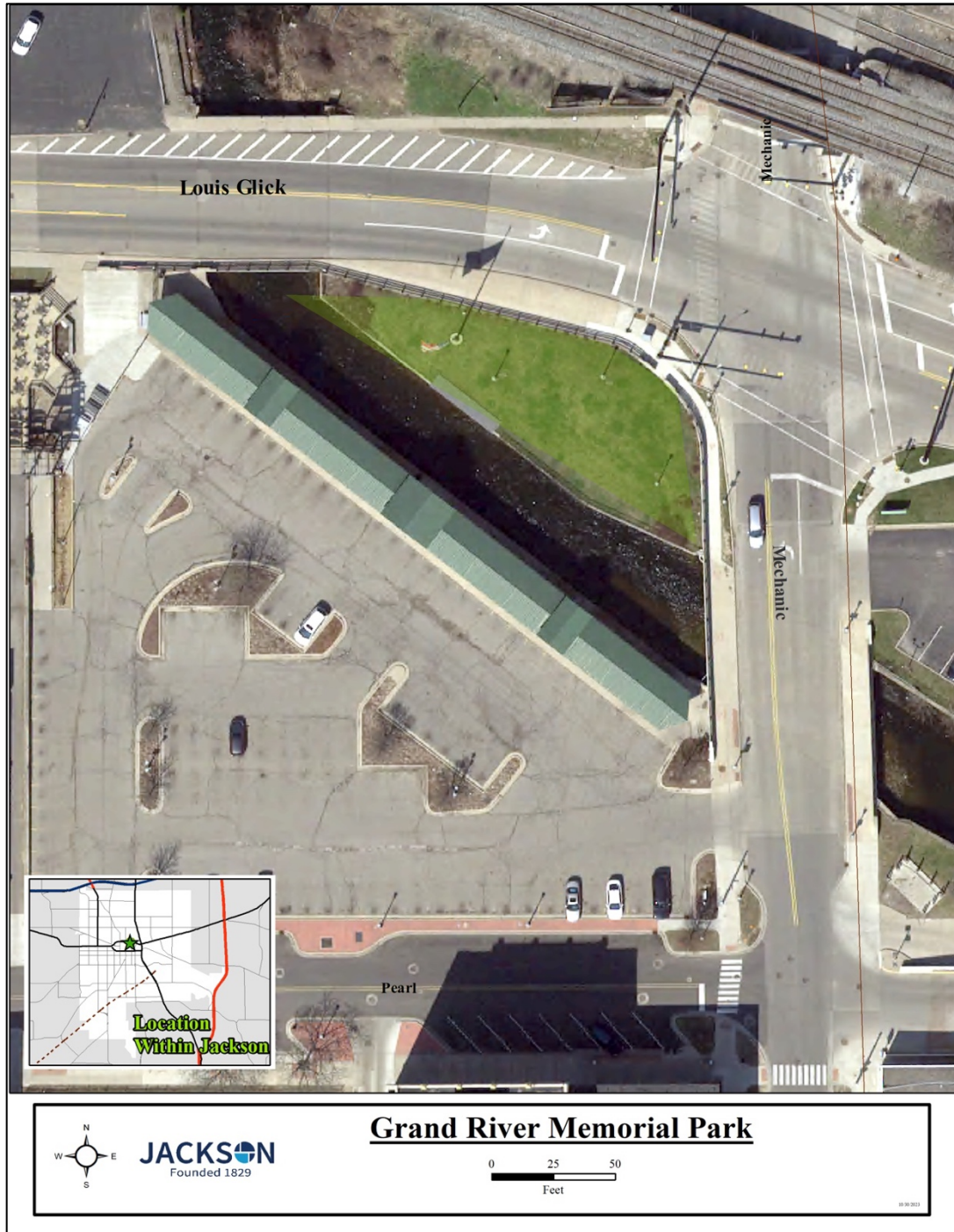
Map 15
12. Friendship Park



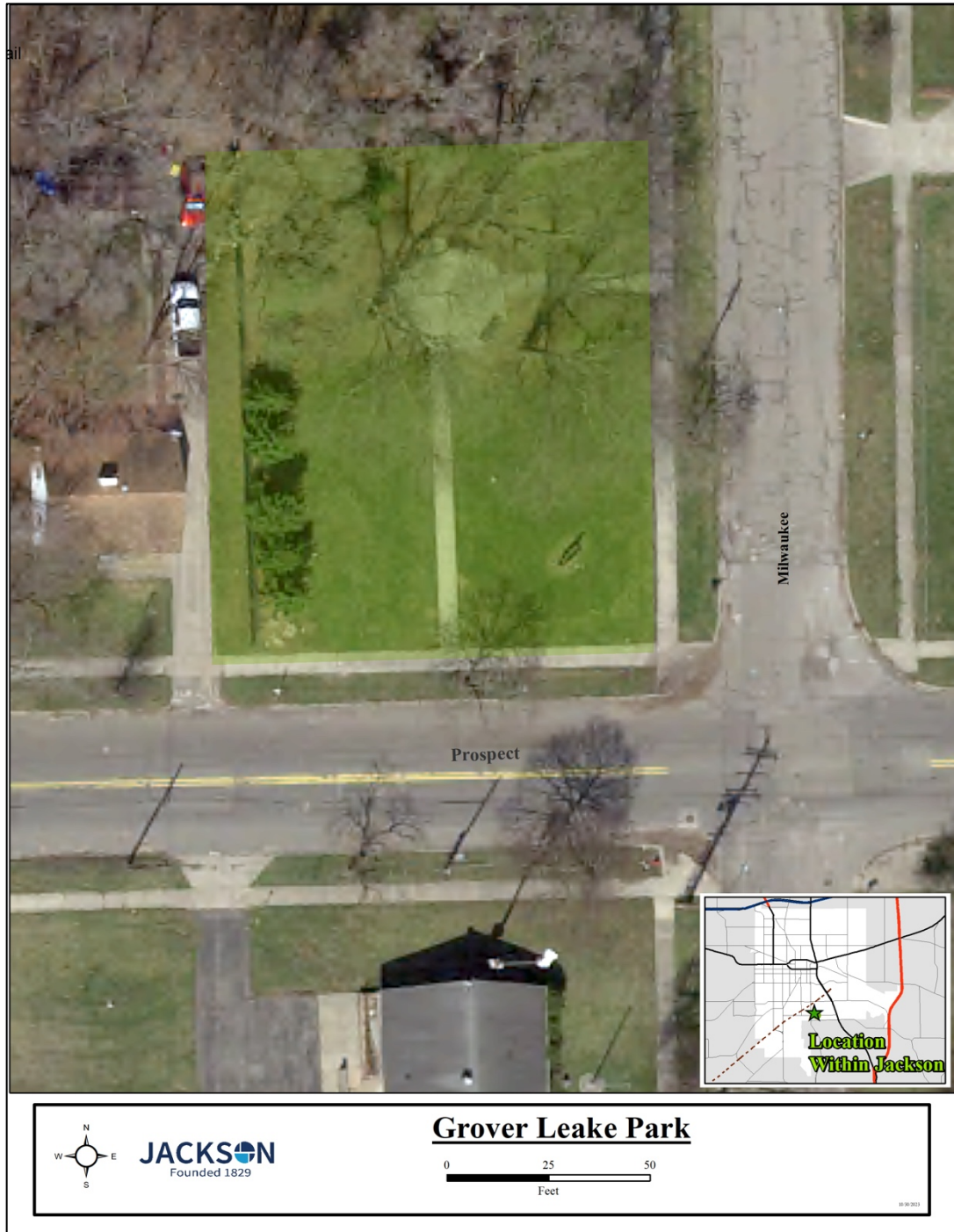
Map 16
13. Ganson Street Park



Map 17
14. Grand River Memorial Park



Map 18
15. Grover Leake Park



Map 19
16. Horace Blackman Park



Map 20

17. Howard Woods Recreation Complex

Map 21
18. Kiwanis Park



Map 22
19. Lions Park



Map 23
20. Loomis Park



Map 24
21. New Leaf Park



Map 25
22. Nixon Park



Map 26
23. Norm Creager Park



Map 27
24. Optimist Park



Map 28
25. Rotary Park



Map 29
26. Under the Oaks



Map 30
27. W. George Wade Park



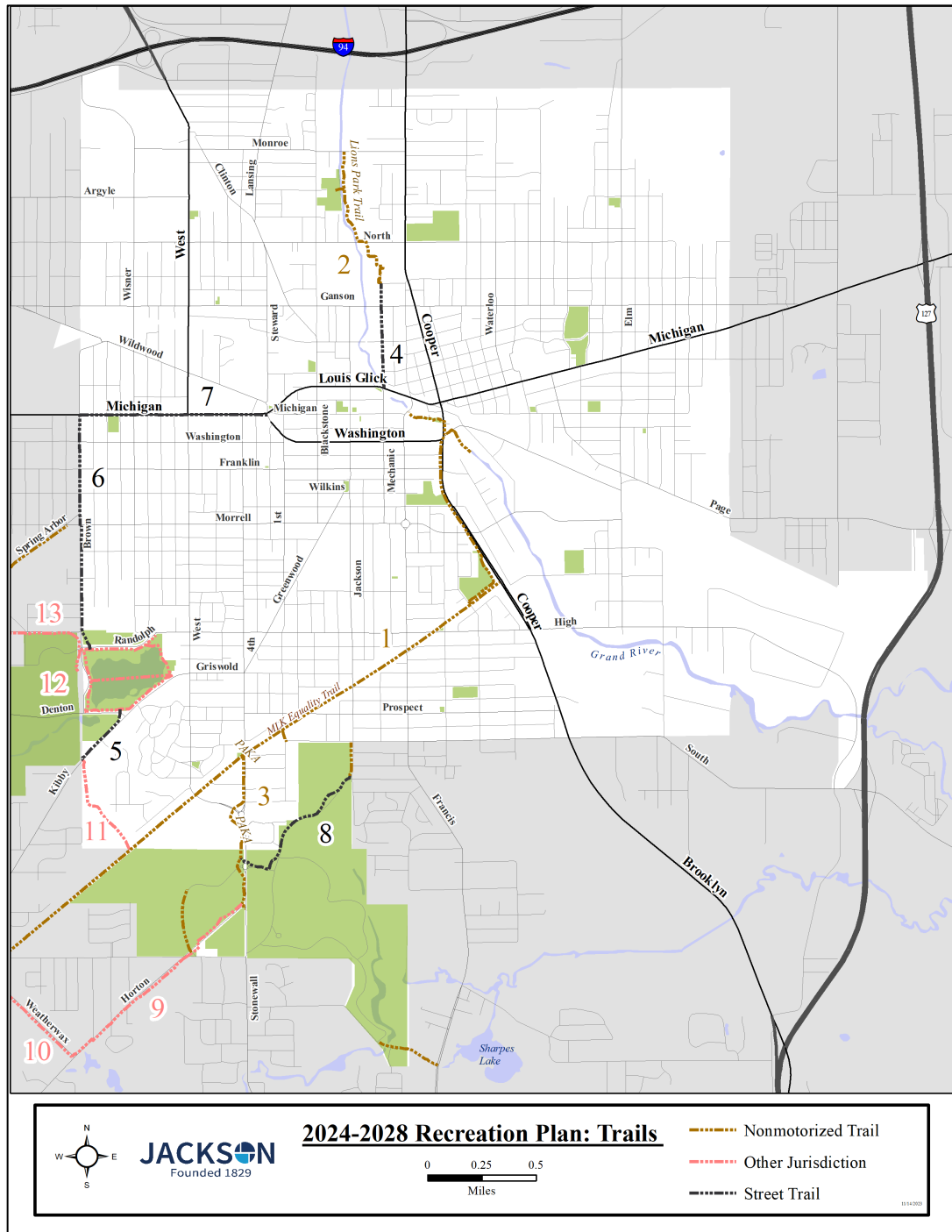
Map 31
28. Withington Park



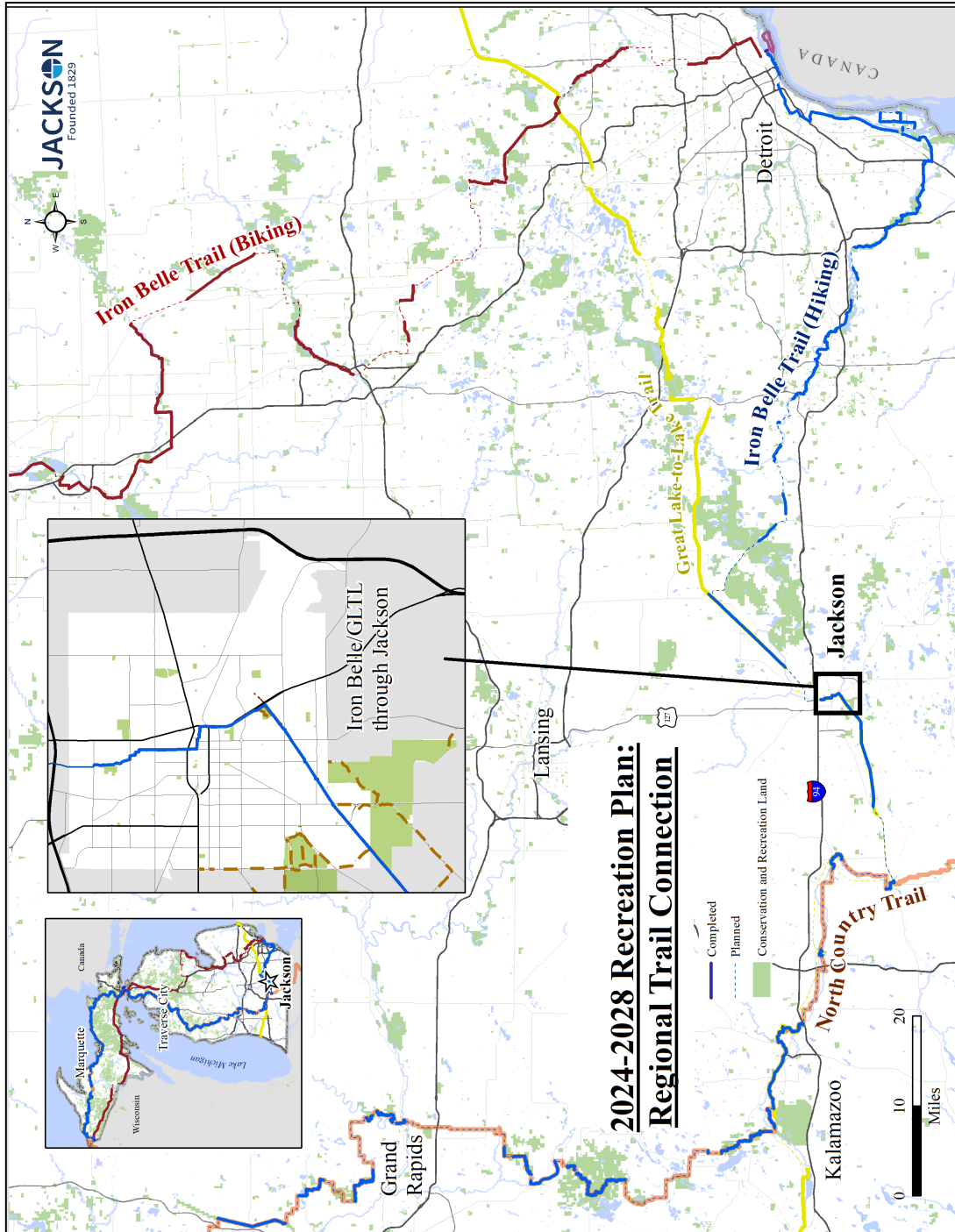
Map 32
29. Workers Memorial Park



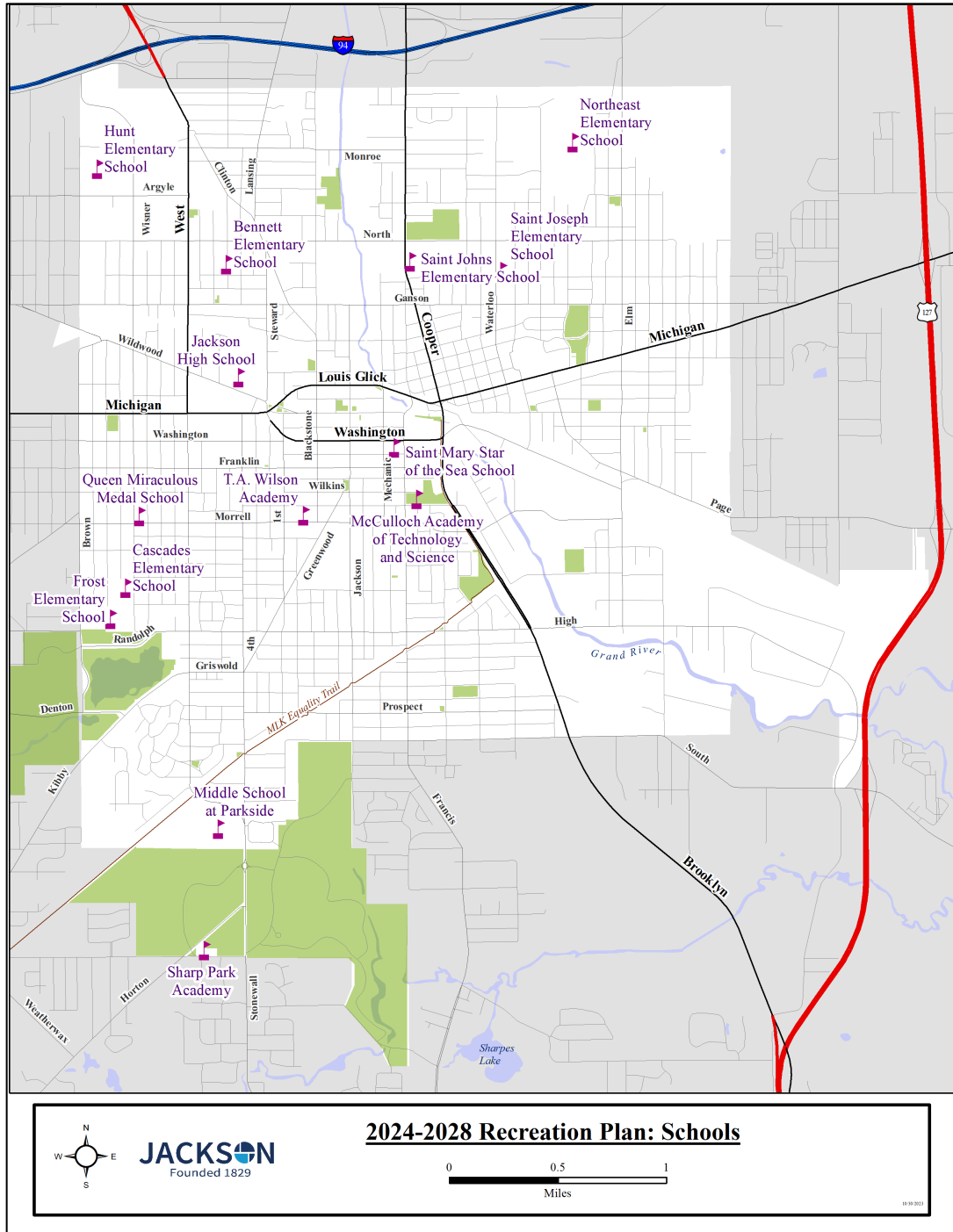
Map 33
Existing Local Nonmotorized Trails



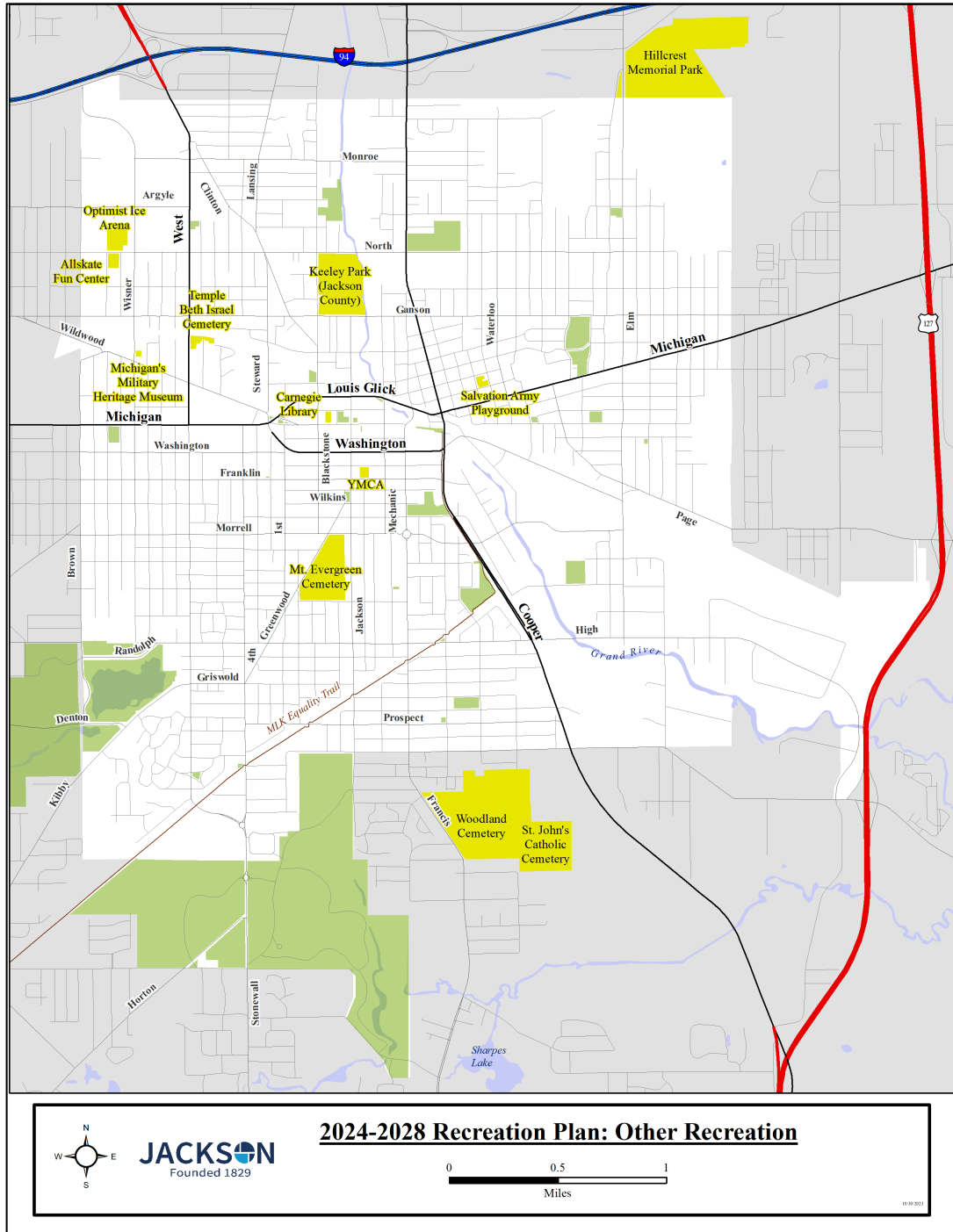
Map 34
Regional Nonmotorized Trails



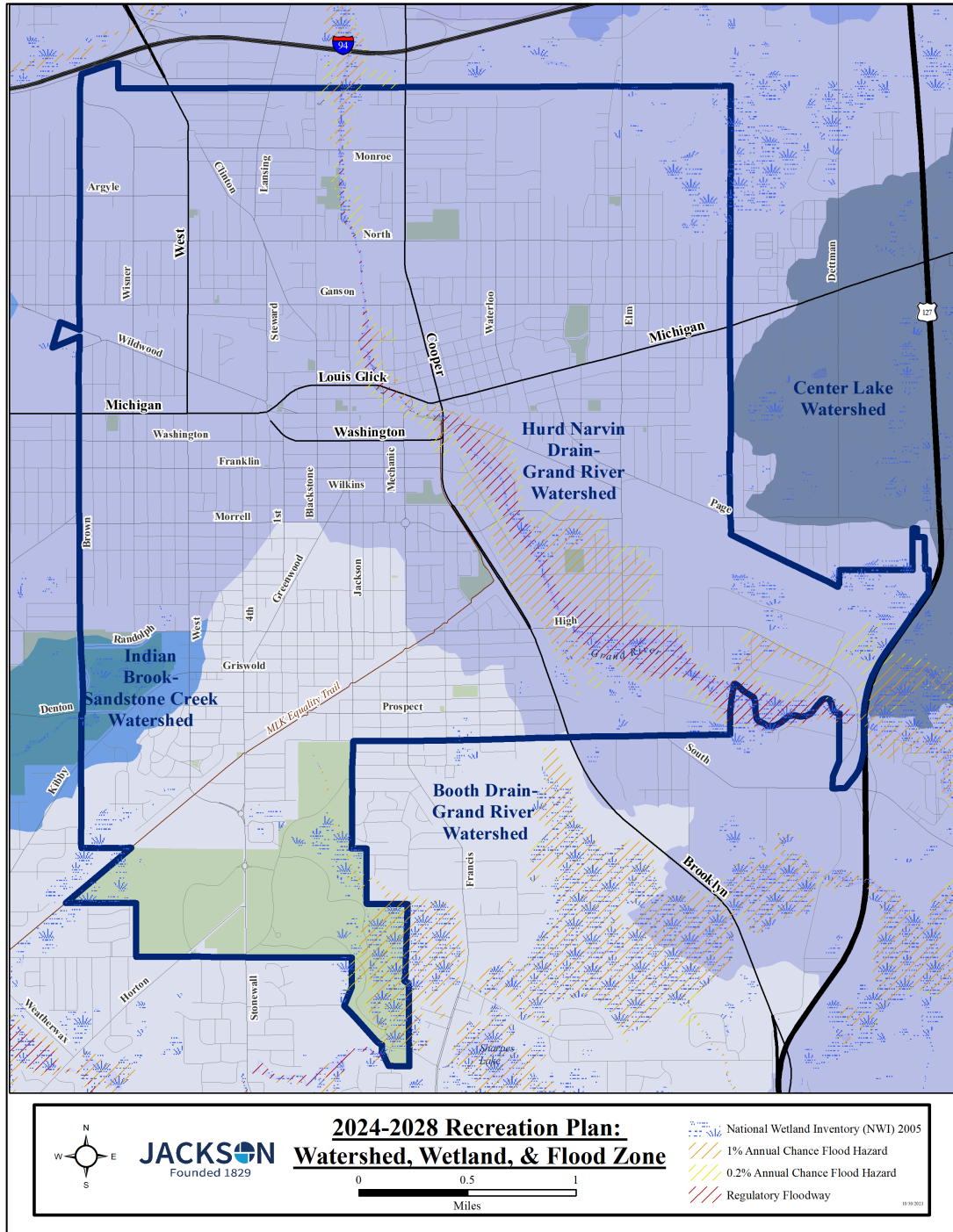
Map 35
Jackson Public Schools Campus



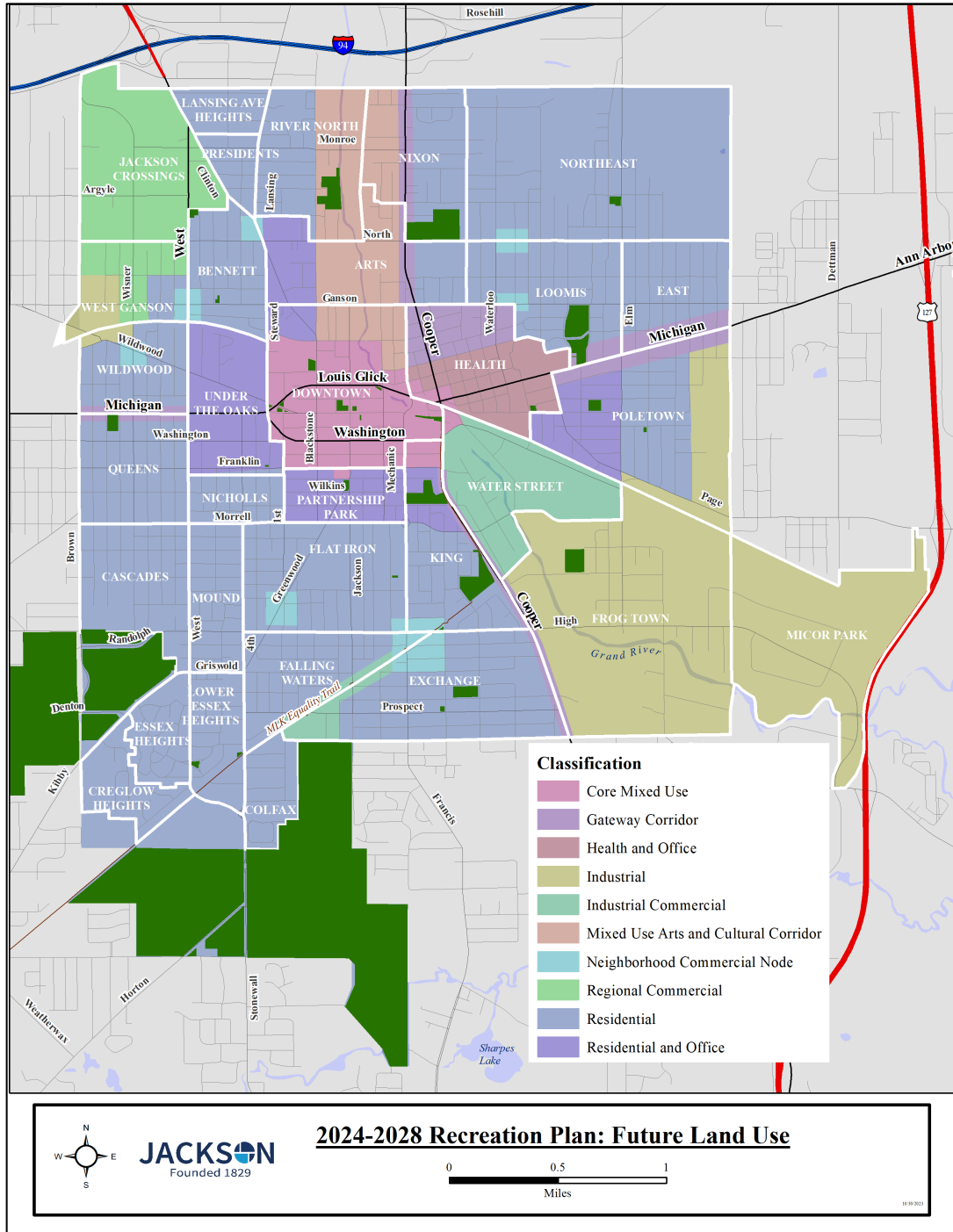
Map 36
Other Recreation Facilities



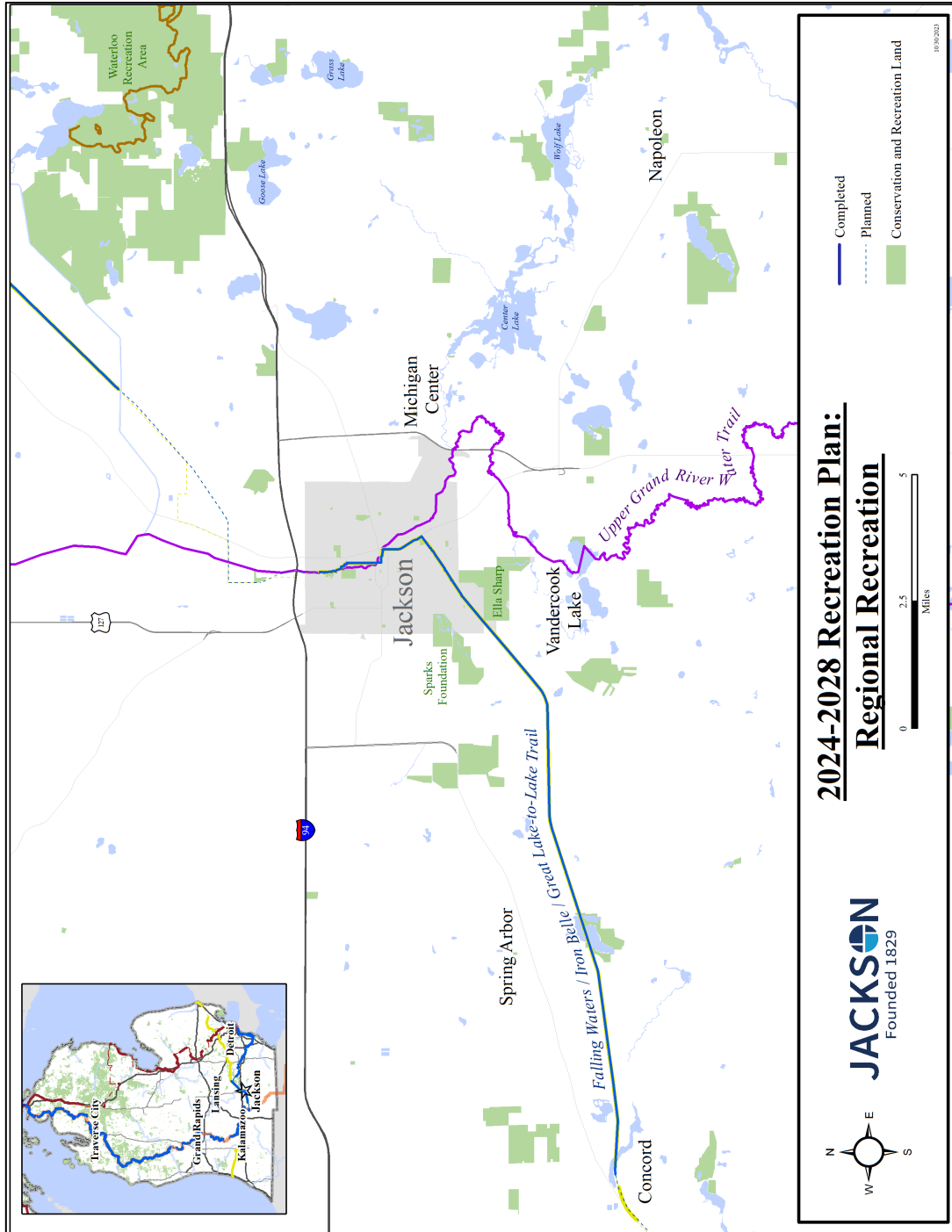
Map 38
Watersheds, Wetlands, and Flood Zones



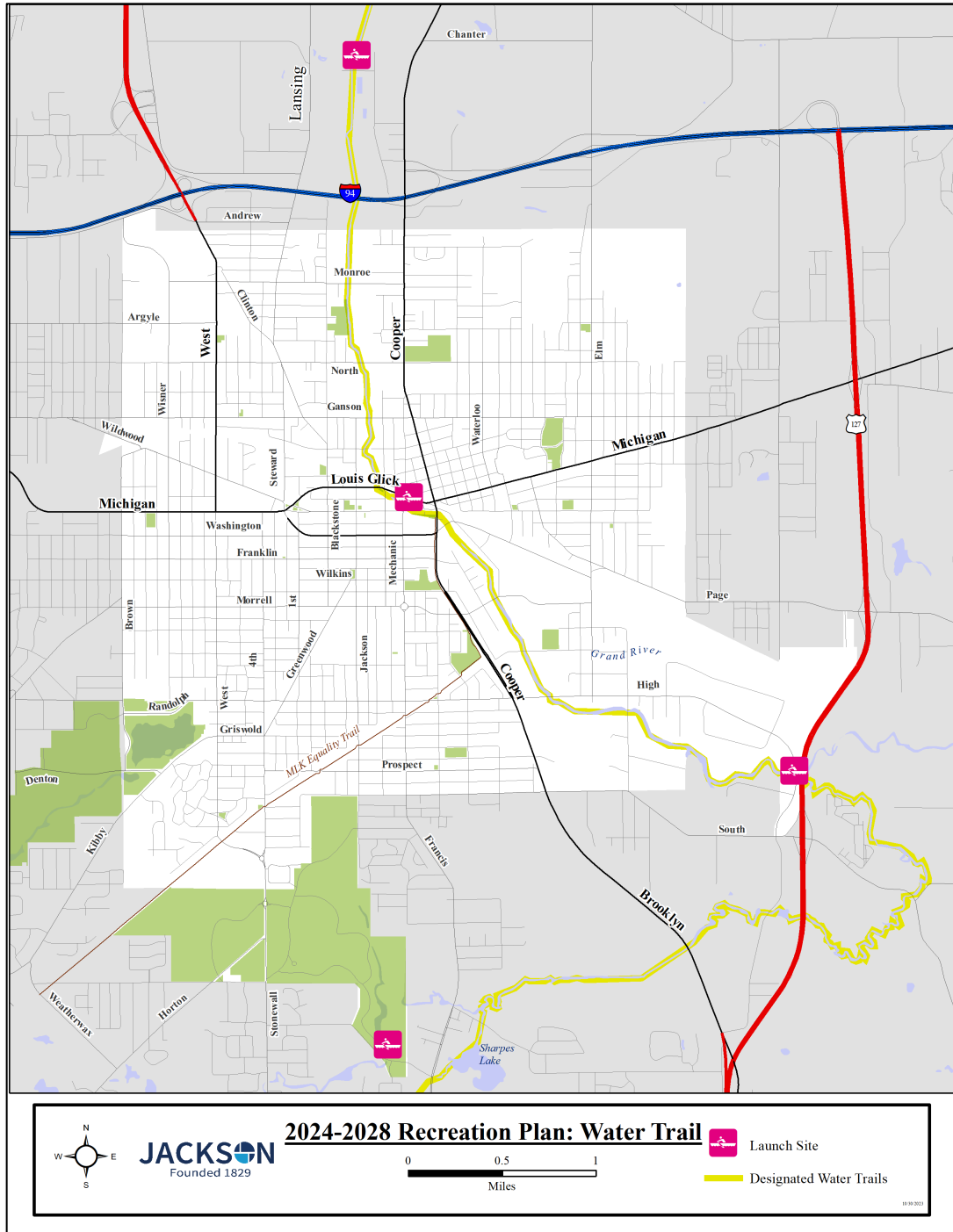
Map 39
Future Land Use



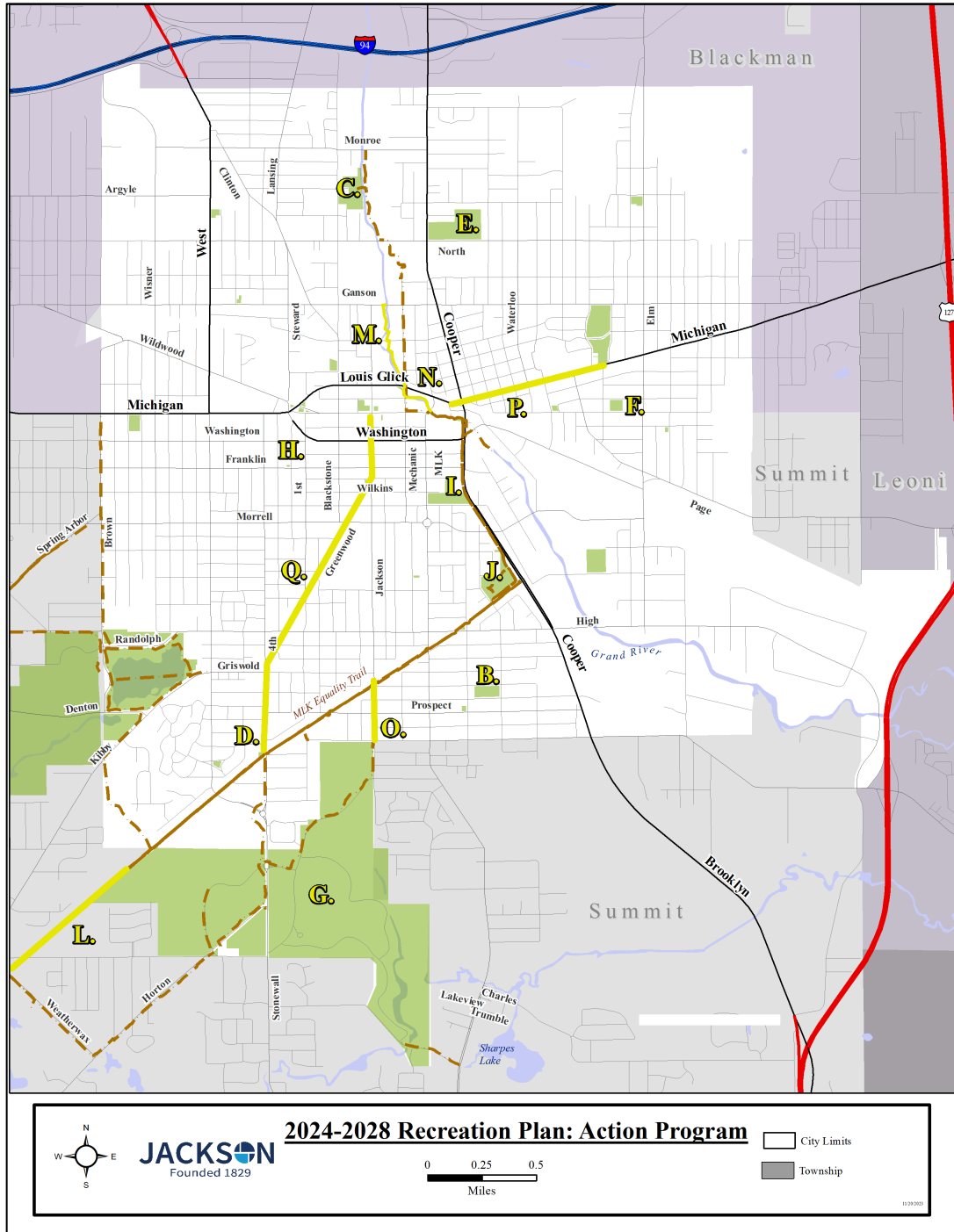
Map 40
Regional Water Trail



Map 41
Upper Grand River Water Trail



Map 42
Action Plan



City Council Adoption Draft / January 16, 2024



**Adoption of the
City of Jackson Recreation Plan
*2024-2028 edition***

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WHEREAS, residents of the City of Jackson and the Jackson Public Schools were provided with well-promoted opportunities during the development of the draft *2024-2028 edition of the City of Jackson Recreation Plan* to express opinions, ask questions and discuss all aspects of the recreation plan, and

WHEREAS, the public was given a well-promoted opportunity and reasonable accommodations to review the final draft of the *2024-2028 edition of the City of Jackson Recreation Plan* from Sunday, December 3, 2023, through Wednesday, January 3, 2024, and

WHEREAS, a public hearing was held at 4:00 pm on Wednesday, January 3, 2024, at the Ella Sharp Park Golf Course Club House (2800 Fourth St.) to provide an opportunity for all residents of the planning area to express opinions, ask questions and discuss all aspects of the *2024-2028 edition of the City of Jackson Recreation Plan*, and

WHEREAS, the Parks and Recreation Commission has developed the plan as a guideline for improving recreation for the City of Jackson, and

WHEREAS, after the public hearing, the Parks and Recreation Commission voted to approve said *2024-2028 edition of the City of Jackson Recreation Plan* and recommend its adoption by City Council.

WHEREAS, the *2024-2028 edition of the City of Jackson Recreation Plan* was then presented to City Council for adoption.

NOW, THEREFORE BE IT RESOLVED, City Council hereby adopts the *2024-2028 edition of the City of Jackson Recreation Plan* and directs the Department of Parks, Recreation, Cemeteries, and Trails to submit it to the Michigan Department of Natural Resources.

Yeas: ____, Nays: ____, Absent: ____.

I, Andrea Muray, Clerk of the City of Jackson, do hereby certify that the foregoing is a true and original copy of a resolution adopted by City Council at a Regular Meeting thereof held on Wednesday, January 16, 2024.

Andrea Muray, Clerk
City of Jackson, Michigan



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Sale of City owned property located at 600 West Biddle Street, to Rehab Your Home LLC for \$6,050.00.

Recommendation:

Approve the sale of City owned property located at 600 West Biddle Street, to Rehab Your Home LLC for \$6,050.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: January 30, 2024

RECOMMENDATION:

ISSUE STATEMENT

The City of Jackson owns residential property located at 600. W. Biddle St. This property was acquired from the County of Jackson several years ago through right of first refusal. Although the acquisition of foreclosed properties allows the City to assist with directing the best use of a property, holding residential properties can become a financial burden and liability for the City. The remaining residential properties owned by the City were listed on the Multiple Listing Service (MLS) for anyone to purchase. The current offer is the only offer Real Estate Agent Rich Cook has received since the previous offer received March 6th, 2023 was withdrawn.

DESCRIBE THE CONSEQUENCES

Holding residential properties in the City's property portfolio requires a level of maintenance at a cost for such things as mowing lawn, clean out of the structure, contractor cost for board up, frequently ensuring the structure is not open and accessible, and clearing of snow. Houses may set vacant for years until a program can be created, authorized and financed for their re-purposing. If the house is not sold to an investor to rehabilitate, the City will have to demolish the structures at an additional cost to the taxpayer.

OWNERSHIP

Acquiring properties through right of first refusal is an excellent tool for helping build back neighborhoods in conjunction with Community Development Department programs and grants that may be available. Currently, the project cost for rehabilitation of the structures the City has remaining in the residential property portfolio is too great. More people can be helped through the current Community Development programs that are focused on emergency hazards and major components, and new home development.

SOLUTION

Approving the sale will alleviate future demolition cost that would need to be absorbed by the General Fund or CDBG Demo Funds. A house that is currently blighted and in disrepair will be rehabilitated to current code standards. The neighborhood will be improved through rehabilitation investment which benefits the entire community. Housing stock will be preserved by private investment.

FACILITATE IMPLEMENTATION

Approve the Sale of City Owned Residential Property located at 600 W. Biddle Street to Rehab Your Home LLC, for \$6,050.00

ATTACHMENTS

1. ERA Net Sheet
2. 600 W. Biddle St - Projected Project Cost Analysis
3. Residential Purchase Agreement 2023



**REARDON
REALTY**

Property Address: 600 West Biddle Street

Date: 10/10/2023

Seller Name(s): City Of Jackson

	Debit	Credit
Sale Price		<u>6050</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>52</u>	
Tax Proration (Approximate)	<u>0</u>	
Title Insurance	<u>425</u>	
Home Warranty	<u> </u>	
Well & Septic	<u> </u>	
Transaction Fee	<u> </u>	
Pest Inspection	<u> </u>	
Wire Fees	<u> </u>	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	<u> </u>	
American title close fee	<u>250</u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
Subtotal	<u>2777</u>	<u>6050</u>
Net Credit/Debit	<u>3273</u>	
Less Mortgage Balance	<u> </u>	
Total Net To Sellers	<u>3273</u>	

*These figures are estimates only, and subject to change.

Seller

Seller

600 W. BIDDLE ST.

PIN# 3-022500000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)

Record Card Image For: 3-022500000

Date: 3/31/2021



Est. Closing Date 11/21/2023

Sales Price \$	8,209.00
Est. Project Cost * \$	11,020.72
Net Sale \$	(2,811.72)

Contracts	Cost	Pd to Date	Remaining Balance
Johnny's Tree Services			
Tree/Brush Clean-up	\$ -	\$ -	\$ -
Mohawk Clean-up Services	\$ -	\$ -	\$ -
Grab-Bar Pro Board-up Inv#JAX-2023-475 Pd 2.2023	\$ 197.00	\$ 197.00	\$ -
Subtotal Contract Amount(s)	\$ 197.00	\$ 197.00	\$ -

Additional Project Cost	Cost	Pd to Date	Remaining Balance
Consumers - Acct N/A	\$ -	\$ -	\$ -
Water >			
Meter Replace N/A	\$ -	\$ -	\$ -
Billing #1 N/A	\$ -	\$ -	\$ -
Procurement Card Hammon Hardward Entry Lock (anticipated)	\$ 15.00	\$ 15.00	\$ -
Contingency	\$ 500.00	\$ -	\$ 500.00
Miscellaneous	\$ -	\$ -	\$ -
City Employee(s) Hrs. Hrly Rate ** # of Hrs.			
Brian Taylor \$ 74.00 3.00	\$ 222.00	\$ 222.00	\$ -
Sven Harrison \$ 53.98 2.00	\$ 107.96	\$ 107.96	\$ -
Mark Fish \$ 67.75 N/A	\$ -	\$ -	\$ -
Kim Randell \$ 50.05 N/A	\$ -	\$ -	\$ -
Sindy Foster \$ 43.15 0.50	\$ 21.58	\$ 21.58	\$ -
Shannon Williams \$ 56.29 1.00	\$ 56.29	\$ 56.29	\$ -
Shane LaPorte \$ 82.30 1.00	\$ 82.30	\$ 82.30	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - 2018) Estimated	\$ 4,505.73	\$ 4,505.73	\$ -
Taxes Summer / Winter Pd 2018	\$ 1,615.88	\$ 1,615.88	\$ -
Special Assessment N/a	\$ -	\$ -	\$ -
Open Receivables Multiple Verified in Building.net 3.3.23	\$ 851.18	\$ -	\$ 851.18
Open Utility \$0.00 balance Verified in Building.net 3.3.23	\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables \$0.00 balance Verified in Building.net 3.3.23	\$ -	\$ -	\$ -
Net Real Estate Fees Net Sheet	\$ 2,845.80	\$ -	\$ 2,845.80
Subtotal Additional Cost	\$ 10,823.72	\$ 6,626.74	\$ 4,196.98

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 11,020.72	\$ 6,823.74	\$ 4,196.98

* Project Cost Includes Remaining Balance Still Outstanding
 ** 23/24 Burn Rates



SALES CONTRACT

Listing Office: ERA Reardon Realty
 Office License #: _____
 Phone: _____
 Listing Agent: Richard Cook
 Listing Agent License #: _____
 Phone: 5174747424
 Email: cook087@msn.com
☐ Seller's Agent ☒ Dual Agent ☐ Transaction Coord.

Selling Office: ERA Reardon Realty
 Office License #: 6505299146
 Phone: _____
 Selling Agent: Rich Cook
 Selling Agent License #: _____
 Phone: _____
 Email: _____
☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Trans. Coord.

- THIS** offer made 10/10/2023 between (Buyer) Rehab your home llc specify marital/legal status: _____ Address: 125 shadow lawn st. Inkster mi. 48141 and Seller City of Jackson Jonathan Greene
- FOR** the purchase of the property commonly known as 600 West Biddle Street City Jackson, Zip 49203 or described as 3-022500000 located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
- PURCHASE PRICE:** _____ Dollars \$6050
- PERSONAL PROPERTY:** The sale price includes items of personal property as follows: _____
- TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
☒ **CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.
☐ **NEW MORTGAGE:** The full price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____ type mortgage for no less than _____ years, with a minimum down payment of _____% of the purchase price at no more than _____% interest per annum. Buyer will supply to Seller a pre-approval letter within _____ days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within _____ days of the date of this acceptance.
☐ **LAND CONTRACT:** \$ _____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ _____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense.
 Additional terms: _____
- SELLER CONCESSIONS:** ☒ NO Seller Concessions ☐ Seller Concessions: Seller to pay \$ _____ or _____% of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
- HOME SALE CONTINGENCY:** This contract is contingent upon ☒ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____



Buyer Initials

10/10/23
9:52 PM EDT
dotloop verified

Seller Initials

SALES CONTRACT

RE: Property Address: 600 West Biddle Street, Jackson, MI 49203

8. **EARNEST MONEY:** Buyer herewith deposits \$1000 in the form of check as earnest money to be held by american title as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM of Conveyance:**
 - a. Seller shall pay for, convey, and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
 - b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 11/21/2023 .
11. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing.
☐ Seller will escrow the sum of \$ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☒ Immediate Possession at Time of Closing ☐ At a.m. ☐ p.m. on the day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions:
13. **TAXES:** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bills for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. **EXCEPT**, if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close.



Buyer Initials

10/10/23
9:52 PM EDT
dotloop verified

Seller Initials

SALES CONTRACT

RE: Property Address: 600 West Biddle Street, Jackson, MI 49203

Taxes continued: Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

14. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

15. ACKNOWLEDGEMENT OF DISCLOSURES:

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on _____, the terms of which shall be part of this contract:

☐ Buyer shall have 10 days after the date of this contract to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this contract shall terminate and any deposit shall be refunded to Buyer.

☒ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☐ Buyer acknowledges that a Seller's Disclosure Statement dated _____ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☒ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. HOME WARRANTY

☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☒ Buyer waives Home Warranty.

17. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical, and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10-day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the sales contract that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5-day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the contract and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this contract.

☒ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.



Buyer Initials

am
10/10/23
9:52 PM EDT
dotloop verified

Seller Initials



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Sale of City residential property located at 1034 Williams St to Rehab Your Home LLC for \$3,000.00

Recommendation:

Approve the sale of City owned property located at 1034 Williams Street, to Rehab Your Home LLC for \$3,000.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: January 30, 2024

RECOMMENDATION:

ISSUE STATEMENT

The City of Jackson owns residential property located at 1034 Williams St. This property was acquired from the County of Jackson several years ago through right of first refusal. Although the acquisition of foreclosed properties allows the City to assist with directing the best use of a property, holding residential properties can become a financial burden and liability for the City. The remaining residential properties owned by the City were listed on the Multiple Listing Service (MLS) for anyone to purchase. The current offer is the only offer Real Estate Agent Rich Cook has received since the previous offer received April 19th, 2023 was withdrawn.

DESCRIBE THE CONSEQUENCES

Holding residential properties in the City's property portfolio requires a level maintenance at a cost for such things as mowing lawn, clean out of the structure, contractor cost for board up, frequently ensuring the structure is not open and accessible, and clearing of snow. Houses may set vacant for years until a program can be created, authorized and financed for their repurposing. If the house is not sold to an investor to rehabilitate the City will have to demolish the structures at an additional cost to the taxpayer.

OWNERSHIP

Acquiring properties through right of first refusal is an excellent tool for helping build back neighborhoods in conjunction with Community Development Department programs and grants that may be available. Currently project cost for rehabilitation of the structures the City has remaining in the residential property portfolio is too great. More people can be helped through the current Community Development programs that are focused on emergency hazards and major components, and new home development.

SOLUTION

Approving the sale will alleviate future demolition cost that would need to be absorbed by the General Fund or CDBG Demo Funds. A house that is currently blighted and in disrepair will be

rehabilitated to current code standards. The neighborhood will be improved through rehabilitation investment which benefits the entire community. Housing stock will be preserved by private investment.

FACILITATE IMPLEMENTATION

Approve the Sale of City Owned Residential Property located at 1034 Williams Street to Rehab Your Home LLC, for \$3,000.00

ATTACHMENTS

1. Residential Purchase Agreement 2023
2. ERA Net Sheet
3. 1034 Williams St - Revised Project Cost Analysis (10.18.23)



SALES CONTRACT

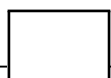
Listing Office: ERA Reardon Realty
 Office License #: _____
 Phone: _____
 Listing Agent: Richard Cook
 Listing Agent License #: _____
 Phone: 5174747424
 Email: cook087@msn.com
☐ Seller's Agent ☒ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
 Office License #: _____
 Phone: _____
 Selling Agent: Rich Cook
 Selling Agent License #: _____
 Phone: _____
 Email: _____
☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Trans. Coord.

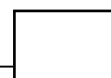
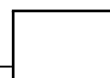
- THIS** offer made 09/27/2023 between (Buyer) Rehab your home llc specify marital/legal status: _____ Address: 125 shadow lawn st. inkster mi 48141 and Seller Jonathan greene
- FOR** the purchase of the property commonly known as 1034 Williams Street City Jackson, Zip 49203 or described as LOT 73 ASSESSOR'S SOUTH PLAT located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
- PURCHASE PRICE:** _____ Dollars \$3000
- PERSONAL PROPERTY:** The sale price includes items of personal property as follows: _____
- TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
☒ **CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.
☐ **NEW MORTGAGE:** The full price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____ type mortgage for no less than _____ years, with a minimum down payment of _____% of the purchase price at no more than _____% interest per annum. Buyer will supply to Seller a pre-approval letter within _____ days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within _____ days of the date of this acceptance.
☐ **LAND CONTRACT:** \$ _____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ _____ or more. Interest at _____% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense.
 Additional terms: _____
- SELLER CONCESSIONS:** ☒ NO Seller Concessions ☐ Seller Concessions: Seller to pay \$ _____ or _____% of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
- HOME SALE CONTINGENCY:** This contract is contingent upon ☐ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____



Buyer Initials



Seller Initials



SALES CONTRACT

RE: Property Address: 1034 Williams Street, Jackson, MI 49203

Taxes continued: Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

14. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

15. ACKNOWLEDGEMENT OF DISCLOSURES:

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on 09/27/2023, the terms of which shall be part of this contract:

☐ Buyer shall have 10 days after the date of this contract to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this contract shall terminate and any deposit shall be refunded to Buyer.

☒ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☐ Buyer acknowledges that a Seller's Disclosure Statement dated _____ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. HOME WARRANTY

☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☒ Buyer waives Home Warranty.

17. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical, and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10-day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the sales contract that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5-day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the contract and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this contract.

☒ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.



Buyer Initials



09/27/23
8:57 PM EDT
dotloop verified

Seller Initials

SALES CONTRACT

RE: Property Address: 1034 Williams Street, Jackson, MI 49203

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer [initials] [initials] Seller [initials] [initials]

24. **TRANSACTION FEE:** Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of \$350.00.

25. **OTHER PROVISIONS:** sold via quitclaim deed. buyer understands home must be repaired to MRC code prior to anyone living at the property. All permits must be obtained through the city of Jackson.

26. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

28. Buyer gives the Seller until 6pm ☐ a.m. ☐ p.m. on 10/12/2023 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

[signature]
BUYER SIGNATURE DATE

ali abdul razag
BUYER SIGNATURE DATE

Print Buyer's Legal Name

ali abdul razag
Print Buyer's Legal Name

29. Seller's Response:

☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS:

And Seller gives the Buyer until ☐ a.m. ☐ p.m. on , to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

[signature]
SELLER SIGNATURE

[signature]
SELLER SIGNATURE

SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: ☐ a.m. ☐ p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM:

[signature]
BUYER SIGNATURE DATE

[signature]
BUYER SIGNATURE DATE



**REARDON
REALTY**

Property Address: 1034 Williams Street

Date: 09/29/2023

Seller Name(s): City of Jackson

	Debit	Credit
Sale Price		<u>3000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u> </u>	
Tax Proration (Approximate)	<u> </u>	
Title Insurance	<u>425</u>	
Home Warranty	<u> </u>	
Well & Septic	<u> </u>	
Transaction Fee	<u>25.80</u>	
Pest Inspection	<u> </u>	
Wire Fees	<u> </u>	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	<u> </u>	
<u>american title</u>	<u>150</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>2650.8</u>	<u>3000</u>
Net Credit/Debit	<u>349.2</u>	
Less Mortgage Balance	<u> </u>	
Total Net To Sellers	<u>349.2</u>	

*These figures are estimates only, and subject to change.

Seller

Seller

1034 WILLIAMS ST.

PIN# 4-068000000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)

Record Card Image For: 4-068000000

Date: 3/31/2021



Est. Closing Date

11/21/2023

Sales Price	\$	6,200.00
Est. Project Cost *	\$	13,533.63
Net Sale	\$	(7,333.63)

Contracts	Cost	Pd to Date	Remaining Balance
Johnny's Tree Services			
Tree/Brush Clean-up	\$ -	\$ -	\$ -
Mohawk Clean-up Services Inv # 2134 Pd 4.21.23	\$ 2,500.00	\$ 2,500.00	\$ -
Grab-Bar Pro Board-up Inv#JAX-2022-4672-1034 Pd 3.2022	\$ 197.00	\$ 197.00	\$ -
Subtotal Contract Amount(s)	\$ 2,697.00	\$ 2,697.00	\$ -

Additional Project Cost	Cost	Pd to Date	Remaining Balance
Consumers - Acct N/A	\$ -	\$ -	\$ -
Water >			
Meter Replace N/A	\$ -	\$ -	\$ -
Billing #1 N/A	\$ -	\$ -	\$ -
Procurement Card Hammon Hardward Entry Lock (anticipated)	\$ 15.00	\$ 15.00	\$ -
Contingency	\$ 500.00	\$ -	\$ 500.00
Miscellaneous	\$ -	\$ -	\$ -
City Employee(s) Hrs. Hrly Rate ** # of Hrs.			
Brian Taylor \$ 74.00 3.00	\$ 222.00	\$ 222.00	\$ -
Sven Harrison \$ 53.98 2.00	\$ 107.96	\$ 107.96	\$ -
Mark Fish \$ 67.75 N/A	\$ -	\$ -	\$ -
Kim Randell \$ 50.05 N/A	\$ -	\$ -	\$ -
Sindy Foster \$ 43.15 0.50	\$ 21.58	\$ 21.58	\$ -
Shannon Williams \$ 56.29 1.00	\$ 56.29	\$ 56.29	\$ -
Shane LaPorte \$ 82.30 1.00	\$ 82.30	\$ 82.30	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2018) Estimated	\$ 5,137.60	\$ 5,137.60	\$ -
Taxes Summer / Winter Pd 2018	\$ 322.14	\$ 322.14	\$ -
Special Assessment N/a	\$ -	\$ -	\$ -
Open Receivables - <u>Currently with JSG</u> Multiple Verified in Building.net 3.3.23	\$ 1,695.01	\$ -	\$ 1,695.01
Open Utility \$0.00 balance Verified in Building.net 3.3.23	\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables \$0.00 balance Verified in Building.net 3.3.23	\$ -	\$ -	\$ -
Net Real Estate Fees Net Sheet	\$ 2,676.75	\$ -	\$ 2,676.75
Subtotal Additional Cost	\$ 10,836.63	\$ 5,964.87	\$ 4,871.76

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 13,533.63	\$ 8,661.87	\$ 4,871.76

* Project Cost Includes Remaining Balance Still Outstanding
 ** 23/24 Burn Rates



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Approve Fee Schedule for the Jackson Fire Department Safety Inspection Program

Recommendation:

Approve the resolution and fee schedule for the fire inspection safety program

Please see attached Departmental Report from Police & Fire Director Elmer Hitt



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: January 30, 2024

RECOMMENDATION: I recommend approving the resolution and fee schedule for the fire safety inspection program.

ISSUE STATEMENT

Currently, the Jackson Fire Department (JFD) does not have a structured safety inspection program. The State Fire Prevention Code provides that the City of Jackson has the statutory authority to inspect and examine buildings to ensure the safety of the building's occupants, customers, visitors, and first responders. As part of the program, implementing a fee schedule is necessary as currently there is not one in place. What is the real problem you are trying to solve? What is the issue that needs to be addressed?

DESCRIBE THE CONSEQUENCES

For many years, businesses have not been inspected on a routine and consistent basis. This lack of inspection may result in fire hazards which can cause serious injury to individuals who enter the business premises. It is important for the City of Jackson to enforce the International Fire Code (IFC), which allows for business inspections and fees associated with those inspections.

OWNERSHIP

JFD administration realized the lack of business inspections conducted by the Fire Department. Having knowledge of this issue necessitated and prompted several steps to resolve it.

SOLUTION

The JFD recently hired a Fire Inspector and now has the resources to implement a structured inspection program, as the Fire Inspector's main focus will be this program. Business safety inspections are currently being conducted, however this program provides more structure and consistency to ensure follow-through and accountability.

As the inspection program continues to develop, the need for additional fire inspectors in the future will be evaluated.

FACILITATE IMPLEMENTATION

I recommend approving the resolution and fee schedule for the fire safety inspection program.

ATTACHMENTS

1. 01-16-2024 - Fire Dept Inspections - Fee Schedule
2. 01-16-2024 - Fire Dept Inspections - Resolution



ATTACHMENT A



FIRE SAFETY INSPECTIONS¹

RATES

Assemblies	Annual Registration^{2,4}	Inspection Fees³	Violation/Fines⁵
0 - 4,999 ft ² according to the City Assessor	\$25.00 /year registration fee	\$50.00	\$100.00/follow-up
5,000 ft ² - 10,000 ft ² according to the City Assessor	\$30.00/year registration fee	\$75.00	\$150.00/ follow-up
10,001ft ² - 49,999ft ² according to the City Assessor	\$40.00/year registration fee	\$100.00	\$200.00/follow-up
50,000 ft ² + according the City Assessor	\$60.00/year registration fee	\$150.00	\$300.00/follow-up
Business			
0 - 4,999 ft ² according to the City Assessor	\$25.00/ year registration fee	\$50.00	\$100.00/follow-up
5,000 ft ² - 10,000 ft ² according to the City Assessor	\$30.00/year registration fee	\$75.00	\$150.00/ follow-up
10,001 ft ² - 49,999 ft ² according to the City Assessor	\$40.00/year registration fee	\$100.00	\$200.00/follow-up
50,000 ft ² + according to the City Assessor	\$60.00/year registration fee	\$150.00	\$300.00/follow-up
Mercantile			
0 - 4,999 ft ² according to the City Assessor	\$25.00/ year registration fee	\$50.00	\$100.00/follow-up
5,000 ft ² - 10,000 ft ² according to the City Assessor	\$30.00/year registration fee	\$75.00	\$150.00/ follow-up
10,001 ft ² - 49,999 ft ² according to the City Assessor	\$40.00/year registration fee	\$100.00	\$200.00/follow-up
50,000 ft ² + according to the City Assessor	\$60.00/year registration fee	\$150.00	\$300.00/follow-up
Factory/Industrial			
0 - 4,999 ft ² according to the City Assessor	\$25.00/ year registration fee	\$50.00	\$100.00/follow-up
5,000 ft ² - 10,000 ft ² according to the City Assessor	\$30.00/year registration fee	\$75.00	\$150.00/ follow-up
10,001 ft ² - 49,999 ft ² according to the City Assessor	\$40.00/year registration fee	\$100.00	\$200.00/follow-up
50,000 ft ² + according to the City Assessor	\$60.00/year registration fee	\$150.00	\$300.00/follow-up

PLAN REVIEW⁶

Site Plans	\$100.00/submittal (non refundable)
Fire Alarm	\$100.00/submittal (non refundable)
Fire Suppression(hoods, sprinkler, clean agent, etc.)	\$100.00/submittal (non refundable)

MISCELLANEOUS

Inspection requests for final approvals	\$50.00/system inspected
Inspection requests for final approvals less than 48 hrs notice	\$75.00/system inspected

¹Fire Safety Inspections, unless otherwise provided by the City Code of Ordinances, are scheduled to take place on a biannual basis, subject to JFD staffing and other required department public safety obligations.

²The annual registration fee shall be due by March 1st; is assessed to all businesses in the City of Jackson subject to inspection; and is used to track owner information, contents, hazards and other fire-related information pertinent to JFD.

³The Inspection fee will be assessed to each business inspected based on the above schedule. This fee will include one follow-up inspection.

⁴The Penalty for not registering annually will increase the annual fee by 2X (e.g. \$25 annual registration will be \$50 for failing to timely register by March 1st) .

⁵A violation/fine will be assessed after the expiration of a ninety (90) day compliance window for repairs, provided that lack of compliance was not the fault of JFD scheduling, the service provider, supply chain issues, or other reasonably unforeseen circumstances outside of the business' control. Such determination shall be made in the sole discretion of the fire inspector. After the expiration of ninety (90) days, the fire inspector shall have discretion to grant reasonable compliance time extensions on a case by case basis, dependent upon compliance history. Such extensions shall be made in writing to the business.

⁶Plan review permits will be filed at the building department as part of the site plan review process and included within any application reviewed by the City Planning Commission, City Council, or other governmental body having jurisdiction.

RESOLUTION NO. 2024- __

**CITY OF JACKSON FIRE DEPARTMENT –
FIRE SAFETY INSPECTION SCHEDULE**

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson Fire Department has adopted and is charged with the enforcement of the 2015 International Fire Code (IFC), as amended, and as codified within the City of Jackson Code of Ordinances, Chapter 10, Article III;

WHEREAS, under Public Act 207 of 1941, the State Fire Prevention Code, Sec. 8 (MCL 29.8) the City of Jackson has the statutory authority to inspect and examine buildings and premises for the purpose of issuing findings, reports, and recommendations related to fire hazards;

WHEREAS, Section 113.1 of the IFC, as amended by Section Chapter 10, Article III, Sec. 10-53 of the City Code, provides: “Fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. Fees shall be set by Resolution of the City Council.”

WHEREAS, Section 113.2 of the IFC, Schedule of permit fees, further provides: “A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.”

WHEREAS, the Jackson City Council seeks to establish a fee schedule for fire safety inspections required under the City and State of Michigan Fire Prevention Codes;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following fee schedule for fire safety inspections as set forth on **Attachment A** hereto.

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of January, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature
and the seal of the City of Jackson, Michigan, on this ____ day
of January, 2024.

Andrea Muray, City Clerk

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Atkin, Director of Planning/Zoning Administrator

DATE: Council Meeting – January 16, 2024

RECOMMENDATION: Approval of proposed rezoning/map amendments for 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial, as recommended by the City of Jackson Planning Commission on January 3, 2024.

ISSUE STATEMENT

Mr. Luke Klotz is the owner/operator of 500 E. Pearl St. (L&A Automotive) and owner of multiple adjacent properties. In July 2023, City Council approved the sale 511 Detroit Street (Parcel #7-0448.1) to Mr. Klotz and, subsequently, Mr. Klotz purchased 509 Detroit Street (Parcel #7-04480) and 208 N. Park Avenue (Parcel #7-04470) from private owners.

The aforementioned properties identified are currently zoned R-4, High Density Apartment and Office, whereas, the adjoining properties immediately southeast are currently zoned C-4, General Commercial.

DESCRIBE THE CONSEQUENCES

Combination of the recently acquired properties with the adjoining properties immediately southeast will result in two (2) different zoning classifications and prohibit Mr. Klotz's intentions of expanding the current business operation at 500 E. Pearl St. (L&A Automotive) and reduce an increase of capital for the city via property taxes and utilities.

OWNERSHIP

Mr. Klotz contacted Community Development staff in fall of 2023 to discuss business expansion; review of the current zoning designation(s) of properties involved proved to not permit intended use; furthermore, combination of the properties would create dual zoning on a single lot. A use variance is not a prudent options, therefore, applying for a zoning amendment was recommended.

SOLUTION

Zoning map amendment.

FACILITATE IMPLEMENTATION

Approval of proposed rezoning/map amendments for 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial, as recommended by the City of Jackson Planning Commission on January 3, 2024.

Application for Map Amendment (Rezone)

Requires a public hearing before the Planning Commission and City Council Approval.

\$500.00 fee required with application submittal.

APPLICANT

Name: KLOTZ HOLDINGS LLC
Address: 500 E. PEARL
City: JACKSON State: MI Zip: 49201
Phone: (517) 789-5353
Email: LUKE@LHAUTO.COMCASTBIZ.NET

PROPERTY OWNER

☒ Same as applicant

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

PROPERTY SUBJECT TO REZONING REQUEST

Property Identification #: 7-044700000
7-044810000
Address: 208 N. PARK
511 DETROIT
City: JACKSON State: MI Zip: _____
Nearest Intersection: DETROIT & PARK

ADJACENT PROPERTY ZONING AND USE

NORTH - R-4 Zoning RES Use _____
SOUTH - C-4 Zoning COMM Use _____
EAST - R-4 Zoning RES/VACANT Use _____
WEST - R-4 Zoning RES Use _____

Current Zoning Designation: ☐ R-1 ☐ R-2 ☐ R-3 ☒ R-4 ☐ R-5 ☐ R-6 ☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ I-1 ☐ I-2

Current Use: ☒ Residential ☐ Commercial ☐ Industrial ☐ Mixed

Proposed Zoning Designation: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ R-5 ☐ R-6 ☐ C-1 ☐ C-2 ☐ C-3 ☒ C-4 ☐ I-1 ☐ I-2

Proposed Use: ☐ Residential ☒ Commercial ☐ Industrial ☐ Mixed

Reason for Request: _____

LOTS COMBINED WITH SOUTHERN LOT ZONED
C-4, NORTHERN LOTS CURRENTLY ZONED C-4.
FUTURE EXPANSION OF BUSINESS.

I hereby attest that I/we have read and understand the application form, that the information submitted is true and accurate, and agree to all the terms, conditions, and other City of Jackson Code requirements. Furthermore, I/we understand all map amendment applications are subject to the procedures of zoning ordinance Section 28-183.



Signature of Applicant

12-6-23

Date

Signature of Owner

(If different from applicant)

Date

If the owner cannot sign this form, the applicant shall submit a letter of consent from the property owner with this application.

OFFICE USE ONLY

CASE: PRZ 23-0003 Application Accepted By: S. Foster

Materials Submitted with Application: ☐ Plans ☐ Other

Total Pages Submitted: _____ Amount of Fee Paid: \$ 500 ☐ Cash ☐ Check Check #: 43168

Map Amendment Review (Rezone)
509 Detroit Street (Parcel #7-04480)
511 Detroit Street (Parcel #7-0448.1)
208 N. Park Avenue (Parcel #7-04470)
City of Jackson, Michigan

GENERAL INFORMATION

Applicant:	Luke Klotz on behalf of Klotz Holdings, LLC 500 E. Pearl Street Jackson, MI 49201
Subject Location:	509 Detroit Street (Parcel #7-04480) 511 Detroit Street (Parcel #7-0448.1) 208 N. Park Avenue (Parcel #7-04470)
Received Date:	December 7, 2023
Current Zoning:	R-4, High Density Apartment and Office
Proposed Zoning:	C-4, General Commercial
Action Required:	<i>Procedure following public hearing.</i> After the public hearing on such amendment, supplement or change, the city planning commission shall make its report. Such report shall be by resolution of the city planning commission carried by the affirmative votes of the majority of members in attendance. Such amendment, supplement or change, with report, shall then be certified in writing to the city council and to the county register of deeds.

SITE AND PROJECT DESCRIPTION

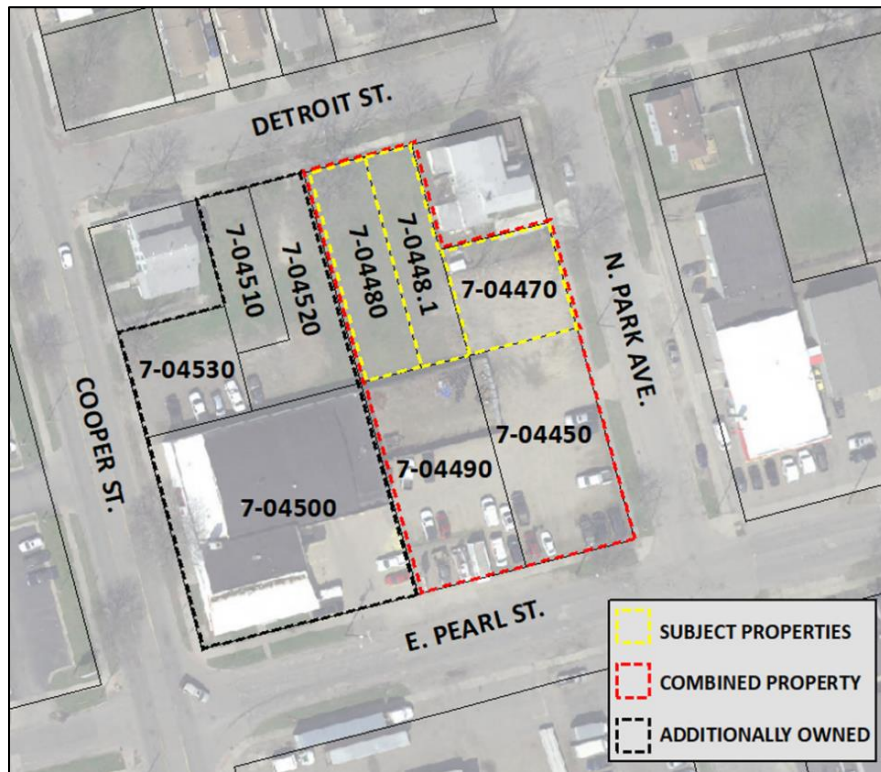
The applicant is requesting zoning map amendments for 509 Detroit Street (Parcel #7-04480), a 0.12 acre vacant lot; 511 Detroit Street (Parcel #7-0448.1), 0.08 acre vacant lot; and 208 N. Park Avenue (Parcel #7-04470), a 0.10 acre vacant lot. The applicant is the owner of record of the subject properties.

Additionally, the applicant owns the two (2) lots to the south (Parcel #7-04490 and Parcel #7-04450), currently zoned C-4, General Commercial and recently combined with the subject properties. Furthermore, the applicant owns the westerly four (4) lots ((Parcel #7-04530, Parcel #7-04510, and Parcel #7-04520), currently zoned R-4, and the southwesterly lot (Parcel # 7-04500), currently zoned C-4 and site of the existing business.

The total area owned by the applicant is approximately 1.43 acres.

It is the applicant's intent to expand the building footprint and operation of the existing business (automotive repair – minor)

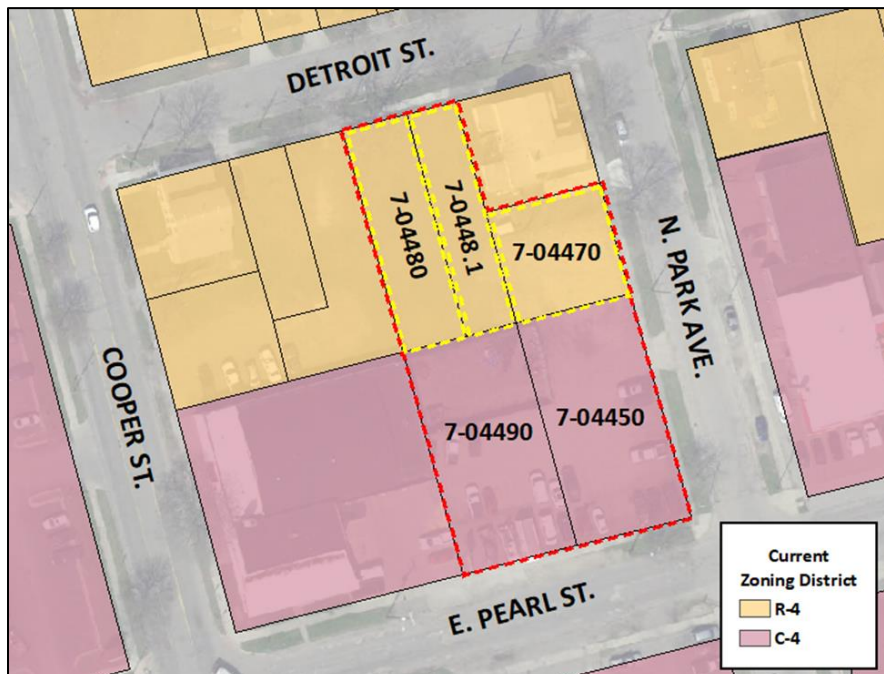
All uses, listed by the applicant or otherwise, are subject to review and approval by the City of Jackson. The process of rezoning does not grant any specific use; all new use is subject to the appropriate review process of the City of Jackson and will require a separate application.



NEIGHBORING ZONING AND LAND USE

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

	North	South	East	West
Current Zoning	R-4, High Density Apartment and Office	C-4, General Commercial	R-4, High Density Apartment and Office	R-4, High Density Apartment and Office
Current Land Use	Residential	Commercial	Residential	Vacant



FUTURE LAND USE/MASTER PLAN

The 2016 Future Land Use map demonstrates the use designation of the subject properties as “Health and Office”.

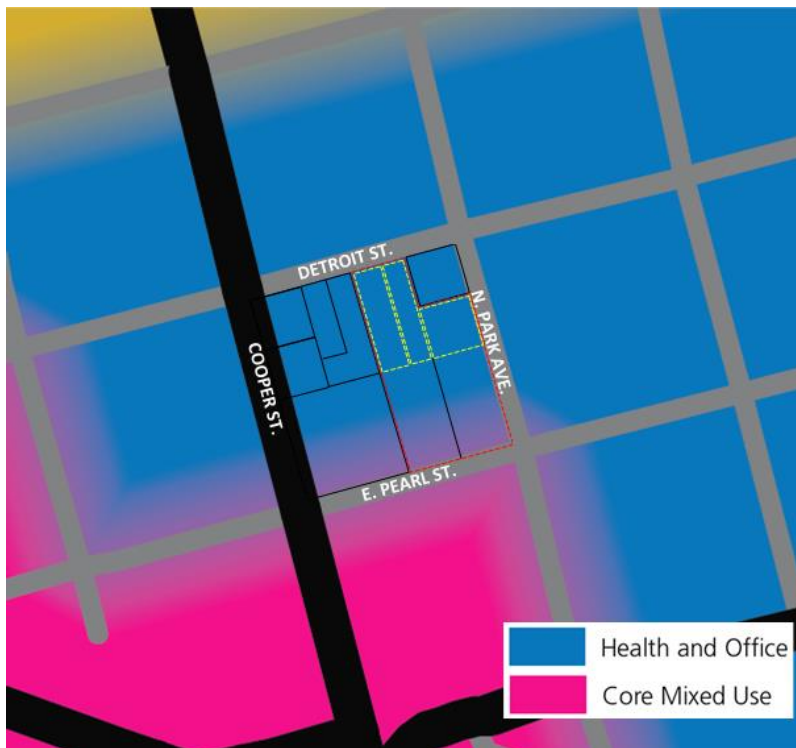
The purpose of the “Health and Office” is described as:

This area allows for the growth of Allegiance Health (Henry Ford) and other medical care facilities along East Michigan Avenue. New clinics and other ancillary medical facilities should be encouraged to locate in the area. Its proximity to downtown Jackson is strategic due to its employment base and the opportunity to easily walk to other commercial and residential neighborhoods. Commercial enterprises related to health and wellness should be allowed, such as medical supply sales, pharmacies, or targeted lodging; conditional use review is recommended to ensure appropriateness.

It is important to note these lots are on the edge of a zoning district/use transition with “Core Mixed Use.”

The purpose of the “Core Mixed Use” is described as:

The Core Mixed Use category represents the focal point of the city. It is designed to provide retailing, lodging, personal services, and office and business services for the City as well as for the surrounding communities. Residential use is encouraged above the first floor to generate activity around the clock and increase density; clustered residential uses such as townhouses, courtyard apartments, and live/work units would also be desirable. Downtown Jackson should have the highest taxable value per foot of the City. Currently, it has many underutilized parking lots which are a result of retrofitting suburban parking standards to a downtown urban area. These properties should be converted into redevelopment projects that provide employment opportunities, offer residential options for daytime workers who currently do not reside in the City, and increase both property valuation and tax receipts.



While the existing and expansion of the use is not explicitly stated in the future land classification description, those uses stated are permitted in the proposed zoning classification and, therefore, consistent with the 2016 Master Plan.

DEVELOPMENT POTENTIAL

Suggested “Heath and Office” uses include institutional, office, and related commercial. Furthermore, the suggested “Core Mixed Use” uses include commercial, residential, office, institutional, and parks.

The Planning Commission should consider all permitted and conditional uses in the C-4, General Commercial zoning district. The following is a list of those uses:

PERMITTED AND CONDITIONAL USES IN THE C-4 ZONING DISTRICT	
Ambulance service	P
Animal hospital, veterinary clinic or kennel, not to include any outdoor exercise runway, provided any structure used for such purposes shall be at least one hundred (100) feet from any R district	P
Antique store	P
Apparel and accessories store	P
Appliance (household) store	P
Arcade	P
Auto washing stations	C
Automobile parts store	P
Automobile repair—Major	P
Automobile repair—Minor	P
Automobile service station (See "Supplemental Regulations)	C
Automobile truck and trailer display and sales. Sales lots, which includes the entire outdoor display area and any associated structures, shall not be within fifty (50) feet of any R district	P
Bag, carpet and rug cleaning, provided dust is effectively controlled	P
Bakery (limited in quantity to goods sold retail on premises)	P
Bakery (wholesale)	P
Banks, loan and finance offices including drive through facilities	P
Barbershops, beauty shops, tanning salons and other similar personal grooming services	P
Bicycle shop	P
Bookstore	P
Bottling or distribution of soft drinks and milk, provided a building used for such processing and distribution shall be at least one hundred (100) feet from any R district	P
Bowling alleys, skating rinks, dance clubs, pool halls, indoor athletic and exercise facilities and other similar indoor recreation provided a building used for such purpose shall be at least one hundred (100) feet from any R district	P
Building materials sales yard and supply store	P
Business or trade schools	P
Bus stations	P
Cabinet fabrication and sales	P
Camera and photographic equipment supply store	P
Candy, ice cream and other confectionery stores (production is limited in quantity to goods retailed on the premises)	P
Candy, ice cream and other confectionery—Wholesale	P
Churches, synagogues, temples and associated buildings, but not including elementary or secondary school buildings	C
Clinic—Dental or medical	P
Clothing store	P
Crating and packing services when conducted within a completely enclosed building	P
Contractor offices with the incidental storage of parts, equipment and vehicles	P
Convenience store	C
Child care center	C

Delicatessen	P
Department store	P
Diaper, linen and towel supply service	P
Drapery, curtain shop	P
Drugstore	P
Dry cleaners, custom and self-service	P
Dwelling – Permitted in buildings of two (2) stories in height or greater	P
Egg and poultry store, no slaughtering, eviscerating or dressing of poultry conducted outside of an enclosed structure	P
Electrical supplies, wholesale and storage	P
Exterminator service	P
Factory and mill supplies	P
Feed and fertilizer, sales and storage	P
Florist—Gift shop	P
Fruit, vegetable, fish and poultry wholesale market	P
Funeral home	P
Furniture store	P
Garden and lawn supplies store	P
Gas station with or without a mini-mart	C
Gift, novelty and souvenir store	P
Greenhouse and nursery	P
Grocery store, supermarket and meat market	P
Grocers' wholesale supply	P
Hardware store	P
Headquarters for religious, philanthropic and charitable organizations	P
Hearing aid store	P
Helicopter landing pad	C
Hotels and motels	P
Interior decorator, including sales	P
Jewelry store	P
Jukebox and vending machine service and distribution	P
Laboratory, dental or medical	P
Laundry, custom and self-service	P
Library, public	P
Liquor and wine and malt beverage packaging and distribution	P
Liquor store (sale by package only)	C
Luggage shop	P
Lumberyard, retail, including only incidental mill work in an enclosed building	P
Mail order warehouse	P
Medical and adult use marihuana facilities: Registered primary caregiver; Retail or provisioning center; or, Safety compliance facility.	P
Monument works provided cutting operations are conducted within a completely enclosed building	P
Moving and storage companies	P
Museum, public	P
Music store	P
Newspaper publishing	P
Newsstand	P
Office – Designed to attract and serve customers on the premises	P
Office supply store including sales of business machines	P
Optician and optometrist shops	P
Ornamental iron work and fence service	P
Outdoor advertising service, including construction and storage of materials and equipment	P

Paint and wallpaper store	P
Park and/or playground, public	C
Parking lots and/or structures either public or privately owned or operated	P
Pattern making with light weight nonferrous metal	P
Pet store and supplies	P
Pet grooming services	P
Photocopying services	P
Photographic studio	P
Planned building group shopping centers (see supplemental regulations)	P
Plumbing, heating store	P
Plumbing, heating, and sheet metal shops (including punching or material of one-eighth inch or less in thickness)	P
Pressing, altering, and repairing of wearing apparel	P
Printing and publishing, including related processes	P
Public utilities offices and salesrooms	P
Public utility material storage and service yard	P
Radiator repair shop	P
Radio and television broadcasting studios: With transmitter or Without transmitter	P
Recycling collection centers	C
Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses	P
Repair, rental and servicing of any product the sale of which product is a Use by Right permitted in the same district	P
Resale shops, used clothing and furniture (permanent and fully contained within a structure)	P
Resale shops for used furniture (permanent and fully contained within a structure)	P
Restaurant, including eat-in and carry-out, and including bars and cocktail lounges	P
Schools (elementary, secondary and college levels for academic instruction)	C
Shoe store, sales and repair	P
Sign painting shops	P
Skating rinks	P
Social, fraternal clubs, union halls, lodges and similar uses	P
Special tools and gauges, checking and service	P
Sporting goods store	P
Studio, school or similar facility for professional work or instruction of any form of fine arts, ceramics, crafts, music, drama, dance and other similar activities. The incidental provision of such instruction in a single family residence will be considered a home occupation (see subsection (74)).	P
Surgical supplies store	P
Taxi stands	P
Telephone exchange	P
Theaters and theatrical studios	P
Tire and battery shops including recapping and rebuilding	P
Toy store	P
Travel agencies	P
Trucking terminal, intercity	P
Variety and notions store	P
Wall and floor coverings stores	P
Welding shop	P
Wholesale and warehousing of any commodity permitted to be made or processed in the same district	P
Work release (halfway) house (see additional development requirements in section 28-140)	P
Accessory nonresidential uses and structures not otherwise prohibited, customarily accessory and incidental to any use by right	C
Legal nonconformities	C

ESSENTIAL FACILITIES AND SERVICES

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

TRAFFIC IMPACT AND SITE ACCESS

There will be little impact or change to the current traffic volume; site access to be determined at the time of site plan review.

CONCLUSION/FINDINGS

For the planning commissions consideration, provided below is a summary of findings as they apply to the proposed rezoning of 509 Detroit Street (Parcel #7-04480), 511 Detroit Street (Parcel #7-0448.1), and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial.

- The proposed zoning designation is consistent with the 2016 Master Plan; and
- The proposed zoning designation is consistent with surrounding zoning designations.
- The proposed zoning designation will not be out of character with the surrounding area.

Staff is of the opinion that recommending approval to City Council for the zoning map amendment request is appropriate.

Respectfully,



Christopher M. Atkin
Planning Director, City of Jackson

cc: Applicant

CITY OF JACKSON

PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the City of Jackson Planning Commission will hold a public hearing to hear a request for zoning map amendments to the properties listed below and pursuant to Section 28-183 of the City of Jackson Zoning Ordinance.

Applicant:

Luke Klotz on behalf of Klotz Holdings, LLC
500 E. Pearl Street
Jackson, MI 49201

Subject property location:

509 Detroit Street (Parcel #7-04480)
511 Detroit Street (Parcel #7-0448.1)
208 N. Park Avenue (Parcel #7-04470)

Requested actions:

The applicant is requesting the zoning map amendment for three (3) properties currently zoned R-4, High Density Apartment and Office to zoning designation C-4, General Commercial.

Effect of request:

Approval of the zoning map amendment for the subject properties will conform with the current C-4, General Commercial zoning designation of the adjoining properties to the southeast (508 E. Pearl St. - Parcel # 7-04490 and unaddressed E. Pearl St. - Parcel #7-04450), all five (5) properties are combined into one (1) property.

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

**6:00PM on January 3, 2024 in
City Hall Council Chambers, 2nd Floor
161 W. Michigan Avenue
Jackson, MI 49201**

Reasonable accommodations for individuals with disabilities will be made if notification is received ten (10) days prior to the public hearing.

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or catkin@cityofjackson.org with comments; written comments should be mailed to 161 W. Michigan Avenue, Jackson, MI. All comments and/or questions must be received no later than 5:00PM on January 3, 2024.

MINUTES – PLANNING COMMISSION MEETING

January 3, 2024
6:00 PM

MEMBERS PRESENT: Chelsea Poole, James Johnson, Sarah Saucedo, and Jonathan Greene

MEMBERS ABSENT: Daniel Mahoney and Clyde Mauldin

STAFF ABSENT: Chris Atkin, Director of Planning

I. Call to Order

Vice Chairperson Johnson called the meeting to order at 6:30 pm.

II. Roll Call

III. Adoption of January 3, 2024 Agenda

Commissioner Poole motioned to approve the agenda as presented. Support from Commissioner Saucedo.

Motion passed 4-0 by voice vote.

IV. Minutes of the September 6, 2023 Regular Meeting

Commissioner Saucedo motioned to approve the September 6, 2023 minutes as presented. Support from Commissioner Greene.

Motion passed 4-0 by voice vote.

V. Public Comment and Correspondence

No correspondence received by staff.

VI. Consideration of Applications

A. Zoning Map Amendment(s) – 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial

Planner Atkin summarized the request.

Commissioner Greene motioned to enter the report and recommendation into the record as if read in whole. Support from Commissioner Saucedo.

Motion passed 4-0 by voice vote.

Vice Chairperson Johnson opened the public hearing at 6:33 pm.

APPLICANT/PUBLIC COMMENTS

None.

Vice Chairperson Johnson opened the public hearing at 6:34 pm.

COMMISSIONER COMMENTS

Commissioner Greene asked Planner Atkin if this would be considered pro-business.

Planner Atkin confirmed the recommendation to approve the rezoning(s) is pro-business and will permit the applicant/owner to expand his existing business.

Commissioner Greene motioned to recommend to approve the Zoning Map Amendment(s) for 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) from R-4, High Density Apartment and Office to C-4, General Commercial. Support from Commissioner Saucedo.

Motion passed 4-0 roll call vote.

VII. New Business

A. Election of Officers

B. Review of Bylaws

C. Review and Approval of 2024 Planning Commission Regular Meeting Calendar

Commissioner Poole motioned to postpone all New Business items to the next regularly scheduled meeting after the new members are appointed. Support from Commissioner Greene.

Motion passed 4-0 voice vote.

VIII. Old Business

None

IX. Commissioner Comments

Commissioner Poole asked for an update of 200 E. Ganson St.

X. Next Meeting Reminder

Vice Chairperson Johnson reminded members the next regular PC meeting is February 7, 2024.

XI. Adjournment

Commissioner Greene motioned to adjourn the meeting. Support from Commissioner Saucedo.

Motion passed 4-0 voice vote.

Vice Chairperson Johnson adjourned the meeting at 6:41pm.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approval for Mary Tallman to raise money to restore and preserve the Dr. William H. Palmer Mausoleum in Woodland Cemetery.

Recommendation:

Approval for Mary Tallman to raise money to restore and preserve Dr. William H. Palmer Mausoleum at Woodland Cemetery and to move forward with the memorandum of understanding with the City Attorneys office which will cover fiduciary information, necessary insurance and certified architect details.

Approval for Mary Tallman to raise money to restore and preserve Dr. William H. Palmer Mausoleum, a Claire Allen designer at Woodland Cemetery and to move forward with the memorandum of understanding with the City Attorneys office which will cover fiduciary information, necessary insurance and certified architect details.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 30, 2024

RECOMMENDATION: Recommend approval for Mary Tallman to raise money to restore and preserve Dr. William H. Palmer Mausoleum at Woodland Cemetery.

ISSUE STATEMENT

The Dr. William H. Palmer mausoleum is in disrepair. The City of Jackson does not own or repair mausoleums or markers. They are owned by the lot owner of the deeded property. This would be the first time we have allowed a non-family member to restore a mausoleum or marker.

DESCRIBE THE CONSEQUENCES

The mausoleum's current condition is crumbling and has large open areas that allow for the weather to enter the inside of the mausoleum.

OWNERSHIP

Having approval to work with Mary Tallman will allow us to save this historic mausoleum and may open a path to help other mausoleums and markers in the future.

SOLUTION

In the long term, the money would have to be raised by Mary Tallman and a memorandum of understanding with the City of Jackson that the architect and contractor are licensed and insured for this type of work.

FACILITATE IMPLEMENTATION

Approval for Mary Tallman to raise money to restore and preserve Dr. William H. Palmer Mausoleum at Woodland Cemetery.

ATTACHMENTS

1. City Council Presentation - Restoration Project (v2.1)
2. JCMHS_LetterofSupport (002)
3. HDC Support Letter



RESTORATION AND PRESERVATION

OF

DR. WILLIAM H. PALMER MAUSOLEUM

A CLAIRE ALLEN DESIGN

Jackson City Council Presentation

EXECUTIVE SUMMARY

This presentation is seeking the Jackson City Council's approval to proceed with the proposed Restoration and Preservation of the 1897 Dr. William H. Palmer Mausoleum located in Woodland Cemetery.

Proposed Project: The restoration and preservation of a historical 1897 landmark designed by Claire Allan and is supported by both the Jackson County Michigan Historical Society and Jackson Public Arts Commission.

Historical Relevance: A circa 1897 landmark akin to the "Foote Monument" by Lorado Taft, located also in Woodland Cemetery, along with the "Sparks Monument" by Harriet Frishmuth and the "Laura Evans Civil War Monument" both located in Mount Evergreen Cemetery.

Project Estimate: The two budget estimates (exceeding \$250,000 and \$875,000) are based on varying degrees of inspection and scope detail. Formal contract bids will be secured when sufficient grant funds are obtained.

City of Jackson Involvement:

- Jackson City Council's **one-time** approval to undertake the restoration of this unique, one-of-a-kind architectural structure.
- Necessary documents to indemnify the City and hold harmless will be incorporated into all construction contracts.
- Cemetery staff will be consulted to assure proper dignity during funeral services and preserve adjacent burial plots during construction.
- Community Development Department will be involved in permitting and inspection of the construction activities.

Funding: Private grants with NO City or JPAC funds

Benefits:

- Saving and restoring an architecturally significant, one-of-a-kind structure
- Restored structure can be featured in architectural tours, cemetery tours, and videos on Facebook that would promote the City's unique history.
- Partner with local organizations (i.e., *Save Our Youth, Young People of Purpose*) to promote the appreciation of art, architecture, and history.

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PROPOSED PROJECT

Restoration and Preservation of Dr. William H. Palmer Mausoleum – Section 22 Woodlawn Cemetery

The proposed project is intended to preserve a historically prominent (circa 1897) monument akin to the “Foote Monument” by Lorado Taft¹, located in Woodland Cemetery and the “Sparks Monument” by Harriet Frishmuth² and the “Laura Evans Civil War Monument”³ by both located in Mount Evergreen Cemetery. The Dr. Palmer Mausoleum, and the above-mentioned monuments were designed by noted sculptors / architect.



This project is supported by both the Jackson County Michigan Historical Society and the Jackson Public Arts Commission.

What:

Restoration of the circa 1897 Palmer Mausoleum; designed by the architect and for the historical figure listed below.

- 1) Claire Allen design – architect of many notable buildings throughout Michigan and Jackson
- 2) Dr. William H. Palmer – prominent physician and civic leader

Why:

Historic landmark (circa 1897) designed by prominent Jackson architect Claire Allen for distinguished physician and first president of Jackson City Council Dr. William H. Palmer is deteriorating and approaching a state of collapse. Research⁴ into the Palmer family has been unable to identify any living family members and therefore there are no heirs to initiate the preservation of this monument.

Current State of Deterioration:

Exterior photographs highlight the areas and extent of deterioration in both stone/masonry and concrete surfaces. The interior photographs show that much of the missing stone/masonry from the roof sections can be recovered and likely be reinstalled in the original position.



IMG_6127



IMG_6129



IMG_6130



IMG_6132



IMG_6133

IMG_6136



BR-16



BR-13



BR-09



BR-14

HISTORIC RELEVANCE

Claire Allen Architect⁵

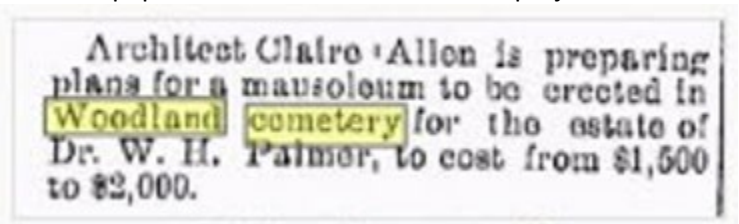
By his own account, Allen, a prolific turn-of-the-20th century architect who called Jackson home most of his life, said he had created so many buildings he "couldn't begin to remember them all, nor enumerate them." Allen set up offices in the Dwight building where he started designing houses around 1900. By 1920, homes were his primary business. Allen's homes are known for their varying styles from Colonial and Arts and Crafts to Tudor and Italianate. Other trademarks are ornate detailing inside and out, large and elaborate entryways, plaster and wood trim, built-in cabinets and bookcases, large fireplaces and roofs engineered to support slate.

Notable Projects:

- Former home of William "Cap" Sparks
- Cascades Manor House, Jackson Friendly house, Jackson Masonic Temple
- Courthouses in Gratiot, Hillsdale, Ionia, Jackson, Shiawassee, and Van Buren counties
- Carnegie libraries in Hudson, Mendon, and Paw Paw
- Kalamazoo's Rickman Hotel and numerous buildings in Chelsea and Ann Arbor

Unique Buildings or Structures:

- Clock Tower Building – Chelsea, Michigan
- Dr. W.H. Palmer mausoleum (circa 1897) – Woodland Cemetery, Jackson, Michigan
 - Newspaper account of the mausoleum project



6

Dr. William H. Palmer

Born: 8/8/1837 Died: 2/9/1897

1 st Wife	Mary A. (Redpath) Palmer	1849 – 1872	No Children
2 nd Wife	Mary M. (Wilcott) Palmer	1857 – 1915	
	Daughter:	Clara May Palmer 1874 – 1921	No Children
	Son:	Peter Palmer 1862 – 1908	No Children

DEATH OF DR. W. H. PALMER – Obituary (Attachment 1)

RESTORATION ESTIMATES

RAM Construction Services of Michigan, Inc.

RE: Woodland Cemetery Mausoleum Masonry Restoration Budget

- The Mausoleum has a lot of broken stone units that are shifting to the point they are in danger of falling (some have already fallen).
- The foundation in the front shows signs failure and will need to be addressed before the work starts.
- Due to the location, mobilizing equipment and material to the jobsite will be a huge undertaking.
- Ultimately, without seeing the inside, our conclusion is that the mausoleum will need to be completely torn down and rebuilt.
- This is going to be very expensive trying to match the new stone to match the existing profiles of what is existing.
- **Our professional opinion is the cost of this will exceed \$250,000.00.**

Note: The professional cost opinion provided by RAM Construction is not a detailed bid and is subject to change after a more detailed inspection has been performed. At that time bid comparisons will be performed to determine the best qualified contractor.

Borner Restoration Inc.

MAUSOLEUM MASONRY REPAIRS, ALL ELEVATIONS

- Remove a total of 60 pieces of limestone and replace with new buff colored Indiana limestone.
- Stone that are not deteriorated or broken that have shifted will be salvaged and reset.
- After limestone cap is removed and loose or broken stone are removed around top edge, when safe to access, the inside will be inspected for masonry repairs.
- Repoint all defective mortar joints on the exterior masonry. Defective joints are those in which the mortar is loose, eroded or powdered, broken, hollow, unsound or soft. Joints with fine hairline and fine shrinkage cracks that are otherwise sound, full and solid will not be considered as defective.
- Defective joints shall be cut to a depth of ¾" or more using a machine grinder, pneumatic tools or hammer and chisel, and in such a manner so as to not damage the surface of the masonry. After mortar joints have been properly cut out, they shall be cleaned and washed out with water under sufficient pressure to remove all foreign matter, leaving the surfaces damp for new mortar. The prepared joints shall be firmly and neatly filled flush with non-shrinking mortar and tooled to match the existing joints. Color of new mortar shall match the existing mortar as near as possible. Precautions shall be taken against dropping or smearing pointing materials, leaving no pointing materials beyond the lines of the joints. After mortar has properly cured, face bricks shall be cleaned using water and Sure Klean 600 detergent or equal, brushing and scraping as necessary to remove all mortar from face bricks. Walls shall be thoroughly washed with clean water to remove all acid.
- Remove concrete cap at the south elevation, and form and pour a new concrete cap.
- **BUDGET COST FOR WORK OUTLINED ABOVE: \$875,000.00**

It is anticipated that construction vehicles will utilize the existing cemetery service roads during the project, no other grave sites will be disturbed. Additionally, no ongoing maintenance costs will be required once the structure has been restored. Borner Restoration Inc. has indicated that the

completed project should last another 100 years. Finally, it is recommended that a surveillance camera be installed to deter vandalism.

PROJECT DETAILS

CITY OF JACKSON INVOLVEMENT

The City of Jackson's involvement in this project will be limited:

- **NO** financial support from the City of Jackson will be sought for this project.
- Jackson City Council's **one-time** approval to undertake the restoration of this unique, one-of-a-kind architectural structure.
- Coordination with the City attorney to develop an indemnification document that will assure the City of Jackson is held harmless from any liabilities related to the project.
- Coordinate with Community Development Department to secure the appropriate and necessary building permits along with applicable inspections (costs to be paid by the project).
- Cemetery staff will be consulted to assure proper dignity during funeral services and preserve adjacent burial plots during construction.
- Coordinate access to the site for construction vehicles and contractors.

FUNDING

No Jackson Public Arts Commission (JPAC) or City of Jackson funds will be requested.

Prior to contacting the two construction/restoration firms, preliminary contact was made to Hurst Foundation and the L. H. Field Foundation seeking their funding application criteria only. In general, such organizations require a scope or purpose statement, budget estimate, and necessary approvals prior to initiating the grant request process.

The following organizations have been or will be contacted:

- Hurst Foundation
- L. H. Field Foundation
- Others to be determined.

Upon completion of the restoration project, the donors would be allowed promotional and public relation rights however, no legal rights of ownership will be conveyed.

Project Notes: The following activities will be completed before construction begins:

1. Secure JPAC recommendation to City Council,
2. Secure City Council Approval,
3. Contact donors and philanthropic organizations and secure "letter of intent to fund",
4. Secure firm quotations from contractor based on final inspections and detailed scope document,
5. Secure services of a fund administrator to receive grant funds and make payments during construction,
6. Convert "letter of intent to fund" into actual donations,
7. When sufficient donations are received, execute contract with restoration contractor,
8. Contract will include detailed scope, start date, and completion date,
9. Coordinate construction activities with permitting agencies, City of Jackson departments,

10. Note, should any of the required approvals be denied or insufficient funding, this project will not be initiated.

BENEFITS

How does this project benefit to the city?

This project benefits the City of Jackson and community at-large in several ways:

1. Saving and restoring an architecturally significant, one-of-a-kind structure
2. This structure can be prominently featured in architectural tours, cemetery tours, and videos on Facebook that would promote the City's unique history.

Additional partnerships:

Save Our Youth

If approved this project plans to partner with Save Our Youth to tour our two City Cemeteries. Activities will include a drawing session with the author and other Jackson Civic Art Association artists at the Palmer Mausoleum and a history talk of the notable art and architecture monuments.

Young People of Purpose

If approved this project plans to partner with Young People of Purpose to raise awareness of the beauty of the Woodland Cemetery and offer an opportunity to specifically draw the two angels that adorn Dr. Palmer's Mausoleum and prepare that artwork for the Art-a-Loan project at Ella Sharp Museum.

Woodland Cemetery is a City owned greenspace which is visited by a wide variety of community members. It is important to teach others, by our actions, that we learn from our past to respect and revere those who have come before us and on whose shoulders we stand.

PROJECT ROLE

The author's role in the project is twofold, first as an advocate for the aesthetic and secondly, to rescue a historic structure unique to the City of Jackson Michigan. To accomplish these roles, the author will:

- continue to contact foundations and philanthropic organizations seeking grants,
- shepherd the project through the approval phase,
- procure formal bids, and contract with the best qualified bidder,
- work with the Project Fund trustee or organization for disbursement of funds during construction.

Attachment 1 – Obituary of WH Palmer (8-8-1837 to 2-9-1897)⁷

DEATH OF DR. W. H. PALMER

The Doctor Had the Distinction of Being One of the First Children Born In Jackson County.

At 9 o'clock, Monday evening, Dr. William H. Palmer, after several months of acute suffering from cancer, passed away at his home corner of Main and Cooper Streets, age 60 years.

The doctor was born in Jackson, being one of the first children born in the county, Aug. 8, 1837, being the date of his birth. From that day to the time of his death Dr. Palmer made Jackson his home and was identified with the city's growth and importance. He was a son of Joshua and Rebecca Palmer, who were among the earliest settlers of this section. Deceased received his education in the public schools of the then village. In 1858 he took up the study of medicine and surgery in the office of Dr. Gorham, one of the leading practitioners of the state at that time, and later attended lectures at the state university.

At the outbreak of the civil war the deceased offered his services to the government and went to the front as hospital steward of the Ninth Michigan Infantry. Soon after, however, he received the appointment as assistant surgeon of the regiment. He served with the command on the Army of the Cumberland, operating in Kentucky, Tennessee, and Alabama. After four years of service ill health overtook the doctor, he being attacked with hemorrhage of the lungs. He received an honorable discharge, came home, and after recuperation, resumed the practice of his profession, in connection with Dr. Cyrus Smith, and was later with Dr. Davis for a short time.

Deceased had served the people of both city and county in various capacities. He was county physician about 20 years, city physician several terms, was a member of the board of supervisors 12 years, served on the board of education in district 17, 12 years, was a member of the city council and that body's first president. The doctor was acting mayor for a time and once served as prison physician.

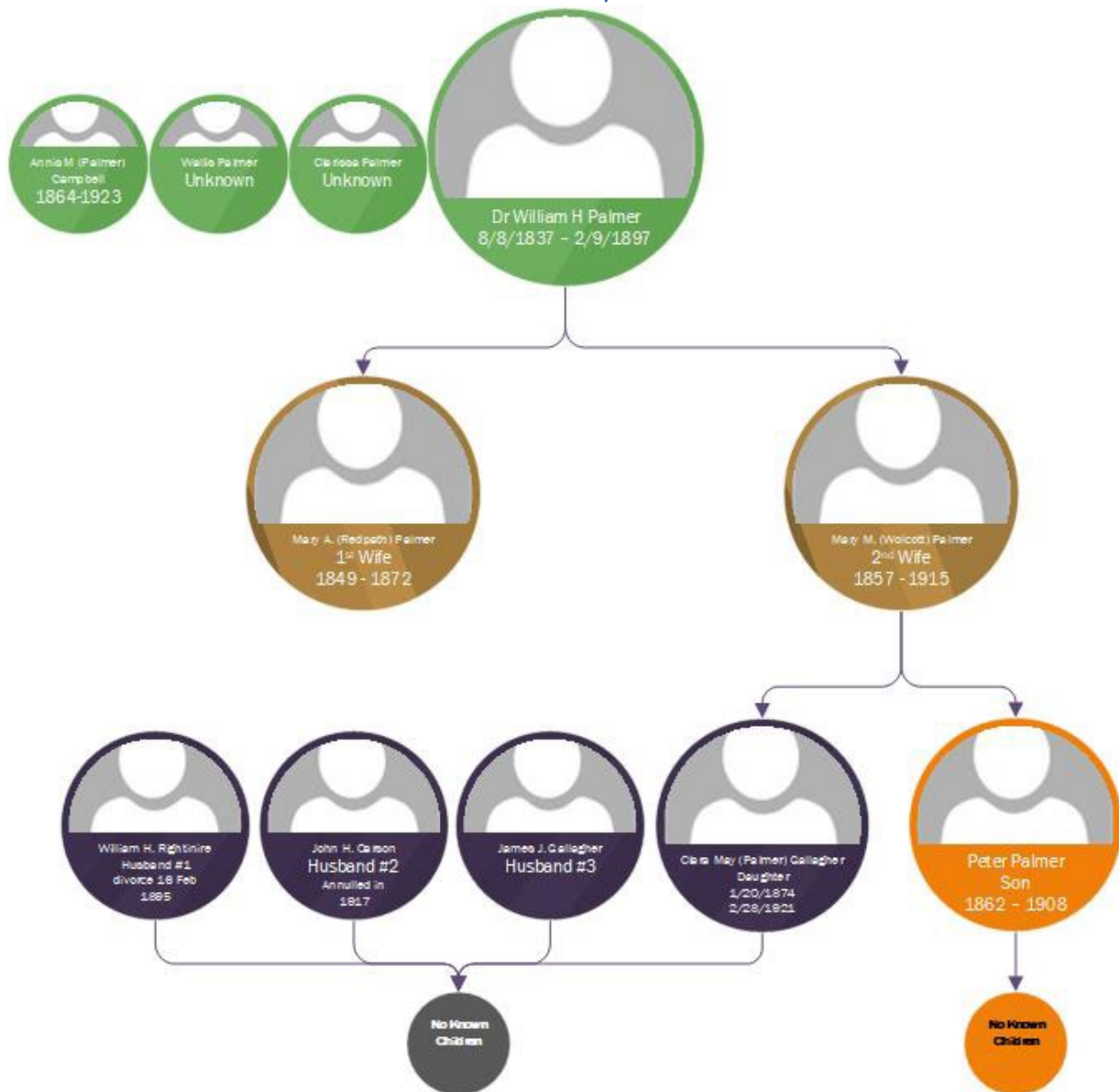
In 1878 the doctor was united in marriage with Mary M. Wolcott, daughter of Ebenezer Wolcott, of Hanover. The result of the union was one daughter, Clara May, who with the wife survive.

He was a close student of men and affairs. He lived to see a fine city, teeming with activity and enterprise, grow from a village composed of a few scattered houses. In his time a dense wilderness was transformed into a venerable garden. In the advancement the doctor was identified and occupied a conspicuous position.

The time of the funeral will be announced later.

Obituary of WH Palmer (8-8-1837 to 2-9-1897)

<https://www.findagrave.com/memorial/19958236/william-h-palmer>

Attachment 2 – Dr. W.H. Palmer Family Tree ⁸

Attachment 3 - Claire Allen Buildings in Jackson⁹

Old Post Office

154 & 156 W Michigan Ave

408 W Michigan Ave

509-519 W Michigan Ave

706 W Michigan Ave - Residential Home

714 W. Michigan Ave - Residential Home

732 W Michigan Ave - Residential House

759 W Michigan Ave - Residential Home

1210 E Michigan Ave

205 N. East Ave

710 W Washington Ave - Residential Home

1000 W Washington Ave - Residential Home

1214 W Washington Ave - Residential Home

1403 W Washington Ave - Residential Home

1406 W Washington Ave - Residential Home

122 W Wilkins St - Residential Home

157 Rockwell St

205 S West Ave - Residential Home

206 S. Webster St - Residential Home

214 Fourth St - Residential Home

W Cortland St

300 S Brown St

309 S Jackson St

312 S Jackson St

310 S. Thompson St - Residential Home

513 2nd St - Residential Home

604 Wildwood Ave - Residential Home

1000 Carlton Blvd - Residential Home

1300 W Franklin St - Residential Home

711 Cooper St

The Ida Stiles Memorial Church

435 W North St

936 Fleming Ave

1715 Lansing Ave

Erie St

1508 Greenwood Ave

1970 Kibby Rd

3403 Stonewall Rd - Residential Home

3516 Stonewall Rd - Residential Home

5500 Browns Lake Rd - Residential Home

Sources:

- ¹ "Memory" - William A. Foote Memorial by sculptor Lorado Taft - https://www.mlive.com/citpat_history/2008/06/famous_sculptor_has_two_promin.html
- ² "Roses of Yesterday," a bronze statue of a woman crafted by Harriet Frishmuth - https://www.mlive.com/news/jackson/2009/06/notable_statue_at_mount_evergr.html
- ³ Veterans Field - Marked by a monument bequeathed by Laura Evan - https://www.mlive.com/news/jackson/2010/07/peek_through_time_self-guided.html
- ⁴ "Find a Grave" - <https://www.findagrave.com/memorial/19958236/william-h-palmer> - Contents prepared by: Deb Hayse-Wolfe
- ⁵ Claire Allen architect - https://en.wikipedia.org/wiki/Claire_Allen
- ⁶ Central City Brevities – October 2, 1897 Jackson paper https://images.findagrave.com/photos250/photos/2015/55/19958236_1424897103.jpg
- ⁷ Obituary of WH Palmer (8-8-1837 to 2-9-1897) <https://www.findagrave.com/memorial/19958236/william-h-palmer>
- ⁸ Information compiled from source #4 and source #7 and [Clara May Palmer Gallagher \(1874-1921\) - Find a Grave Memorial](#)
- ⁹ Claire Allen buildings in Jackson Michigan - [Claire Allen Buildings in Jackson, MI - Google My Maps](#)



JACKSON COUNTY MICHIGAN HISTORICAL SOCIETY

BOARD OF TRUSTEES

Maurice Imhoff
President

Linda Hass
Vice President

Gerald Glaser
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Dan Wymer
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David Elwell
Trustee

January 12, 2024

Jackson City Council
161 W Michigan Ave
Jackson, MI 49201

Dear City Council,

On behalf of the Board of Trustees, it is with great pleasure that I write this letter of support for the restoration of the Palmer Mausoleum. Along with the Jackson Public Arts Commission & Historic District commission, we are happy to support this effort.

This long-neglected mausoleum has been a stain on the cultural and historical heritage of Woodland Cemetery. It took a person with the vision and persistence of Mary Tallman to recognize this valuable structure and how badly it is falling apart. The restoration of the Palmer Mausoleum, its structure, grounds and artwork is not only a worthy cause, it is an imperative one.

Decades of neglect and outright vandalism have taken their toll. From my perspective as an historian, it is clear that this property should never have been so ignored. From a cultural perspective, it must be preserved and restored as one of the gems of one of Woodland Cemetery.

We are fortunate that Ms. Tallman not only has concern and the persistence to this project to its conclusion, she also has access to outside resources and experts to see it is done right. In addition, she has the support and encouragement of our entire board.

Sincerely,

Maurice Imhoff
President

LETTER OF SUPPORT

January 22, 2024

Jackson City Council
161 W Michigan Ave
Jackson, MI 49201

Dear members of City Council,

The Historic District Commission is pleased to provide this letter of support for the restoration of the 1897 Dr. William H. Palmer Mausoleum located in Woodland Cemetery. Efforts that are currently being made by community members to preserve this long-neglected structure are critical in its preservation. We feel these dedicated residents of the Jackson community are making a valuable and important contribution.

Supporting efforts such as this directly align with the purpose of the Historic District Commission. In 1977, this commission was established with the following purposes: safeguard the heritage of the City of Jackson by preserving a historic district, including areas, sites, landmarks, buildings, structures, works of art, objects and resources which reflect elements of Jackson's cultural, social, economic, political and/or architectural history; stabilize and improve property values in the historic district; foster civic beauty; strengthen the local economy; and promote the use of the historic district, including areas, sites, landmarks, buildings, structures, works of art, objects, and resources, for the education, pleasure, and welfare of the citizens of the City of Jackson and the State of Michigan.

The Historic District Commission also encourages City Council to allocate funds toward preserving the Palmer Mausoleum and other meaningful projects that support the restoration or conservation of historic structures.

Sincerely,

City of Jackson Historic District Commission



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Change Order 1 of DWSRF FY 2023 Improvements

Recommendation:

Approval of Change Order No. 1 to the Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Improvements contract with Monroe Plumbing & Heating, Co., in the increased amount of \$41,437.27, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

Approve Change order 1 Drinking Water State revolving Fund 2023 Fiscal Year improvements for a Total of \$41,437.27



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: January 30, 2024

RECOMMENDATION: Approval of Change Order No. 1 to the Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Improvements contract with Monroe Plumbing & Heating, Co., in the increased amount of \$41,437.27, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ISSUE STATEMENT

We need to replace more piping than originally thought due to cracks in the piping. These cracks will allow roof drains and sewage lines to drain onto the floor, and expensive and necessary equipment rather than into the sewer. The main forced sewer pipe to the outside manhole was thought to be in better shape, but after inspection it is half its original size and is a contributing cause of our sewage pumps wearing out before their expected lifespan. Stainless steel fasteners in the basement will increase longevity to the plant and will cut down on repairs in the future.

DESCRIBE THE CONSEQUENCES

If we do not fix these items, we will continue to have problems with equipment failures due to water getting into and coming down on electrical equipment. Sanitation on the floor of the Water Treatment Plant will be a cross contamination issue, and are not good operating practices. Having this done at this time will free up WTP staff to work on necessary projects to keep up with maintaining our facility. For the citizens of Jackson, this work will not be completed cheaply if we wait. Now is the best time to accomplish these things.

OWNERSHIP

As the WTP supervisor, I could of had more studies done on our drainage system, prior to having the engineers look at this project to insure everything was in the original project. Through some investigation during the project by Monroe Plumbing & Heating. The force main out of the plant was found to be in disrepair from 45+ years of service. As our facilities age, we need to keep up with projects like this to ensure we have well maintained facilities that are cost-effective to maintain now and in the future.

SOLUTION

Approval of Change Order No. 1 in the amount of \$41,437.27 will help to ensure that the drainage system will work well into the future at the best cost to the residents of Jackson. This change order will be funded using Water Equipment & Replacement Fund line item 402-591-000-985.006. Also, this will reduce the future costs of maintenance by reducing the time needed to maintain this portion of the Water Treatment Plant facility.

FACILITATE IMPLEMENTATION

Incorporating these improvements into the Monroe Plumbing & Heating, Co., contract would be the most cost effective time to complete this work while the floor is open and repairs can be made before the floor is replaced.

ATTACHMENTS

1. Signed CO-1
2. change order one DWSRF WTP improvements

Date: January 15, 2024

CHANGE ORDER
PAGE 1 OF 1

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
ATTACHMENTS:	Bulletin No. 1, dated February 7, 2023, and Quote for new 6-inch Force Main
Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.	
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:	
<u>ITEM NO. 1:</u> Replace all overhead and vertical cast iron drain piping in the WTP basement area. ADD: \$16,863.18	
<u>ITEM NO. 2:</u> Replace all galvanized steel pipe and conduit supports with stainless steel supports. ADD: \$5,139.09	
<u>ITEM NO. 3:</u> Running a new 6-inch PVC Force Main to exterior manhole, includes a discharge header starting from the check valves with 4-inch 304 SS piping. ADD: \$19,435.00	

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,476,000.00

Previous Change Order No.: N/A

\$0.00

Contract Price prior to this Change Order:

\$1,476,000.00

Net increase of this Change Order:

\$41,437.27

CHANGE IN CONTRACT TIMES: N/A

Original Contract time: 7/24/2023

Substantial Completion:

Ready for final payment:

Net change from previous Change Orders:

0 Days

Contract Time prior to this Change Order:

Substantial Completion:

Ready for final payment:

Net change of this Change Order:

0 Days

Date: January 15, 2024

CHANGE ORDER
PAGE 2 OF 1

Contract Price with all approved Change Orders:

Contract Time with all approved Change Orders:

\$1,517,437.27

Substantial Completion:

Ready for final payment:

RECOMMENDED

APPROVED

APPROVED

By: Colin McCorkle
Engineer

By: Thomas Friar
Contractor

By: _____
Owner

Colin G. McCorkle, PE,
Senior Water and Wastewater
Engineer

Thomas Friar
Adrian Branch Manager
Name and Title of Signatory

Name and Title of Signatory

Date: 1/15/2024

Date: 1/15/24

Date: _____

END OF CHANGE ORDER

January 19, 2024

**CHANGE ORDER NO. 1
TO CONTRACT FOR
DWSRF FY 2023 IMPROVEMENTS**

The parties hereby agree that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL AGREEMENT:	\$1,467,000.00
CHANGE ORDER NUMBER 1:	\$ 41,437.27

REASON FOR CHANGE ORDER:

Item No. 1 Replace all overhead and vertical cast iron drain piping in the WTP basement area.
Add \$16,863.18

Item No. 2 Replace all galvanized steel pipe and conduit supports with stainless steel supports
Add 5,139.09

Item No. 3 Running a new 6-inch PVC Force Main to exterior manhole, includes a discharge header starting from the check valves with 4-inch 304 Stainless Steel piping.
Add 19,435.00

Total 41,437.27

NEW CONTRACT AMOUNT INCLUDING CHANGE ORDER 1: \$1,517,437.27
PREPARED BY:

Nick Mangas, Water Treatment Plant Supervisor

DEPARTMENT HEAD:	Date
------------------	------

Mike Osborn, Director of Public Works	Date
ACCEPTED BY:	

Tom Friar, Monroe Plumbing & Heating	Date
ACCEPTED BY:	

Jonathan Greene, City Manager	Date
-------------------------------	------



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Grant of Easements to Jackson County for Construction of Mike Levine Lakelands Trail Extension on city-owned Parcels.

Recommendation:

Grant easements to Jackson County for the construction of the Mike Levine Lakelands Trail Extension on city-owned parcels and authorize the City Manager and City Clerk to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding the approval of easements to Jackson County for the construction of the Mike Levine Lakelands Trail Extension on City-owned parcels.

I recommend that the easements be granted. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Grant easements to Jackson County for the construction of the Mike Levine Lakelands Trail Extension on city-owned parcels and authorize the City Manager and City Clerk to execute the appropriate document.

ISSUE STATEMENT

Construction of the Lake to Lake non-motorized trail from Lake Michigan (at South Haven) to Lake Huron (at PortHuron) commenced in 1991 and has continued in segments across southern Michigan since that time. In the Jackson area, the Falling Waters Trail in Summit Township, the Martin Luther King Equality Trail in the City of Jackson and the Mike Levine Lakelands Trail in Blackman Township are segments of the Lake to Lake Trail. This is also part of the Iron Belle Trail which the state of Michigan established in 2012.

Jackson County has received a grant to build this trail segment between the northernmost end of the City's Martin Luther King Equality Trail (at the intersection of Monroe Street and the Grand River) and the southernmost end of the Mike Levine Lakelands Trail (at the intersection of Parnall Road and Cooper Street). The segment that Jackson County will construct is named the Mike Levine Lakelands Trail Extension.

The route for the proposed construction will cross two parcels owned by the City of Jackson as follows:

- Parcel 1-0854.1 is located on the east side of the Grand River midway between Monroe Street and the I-94 expressway. The City acquired this parcel for sanitary sewer construction.
- The parcel at 2995 Lansing Avenue is the wastewater treatment. The proposed trail will cross westernmost edge of the parcel adjacent to Lansing Avenue.
- Three easements are proposed, two permanent easements and one temporary construction easement.

The granting of these easements will not impact the operation and maintenance of the City's sanitary sewers or the wastewater treatment plant.

DESCRIBE THE CONSEQUENCES

- If the City of Jackson grants the requested easements, construction of the trail will proceed.
- If the City of Jackson does not grant the requested easements, this segment of the Lake to Lake trail will not be constructed with the current grant.

OWNERSHIP

- Although most of the subject trail segment is beyond the City Limits, it will provide a benefit to the City of Jackson as it will provide connectivity to the larger state-wide trail system and help make Jackson a recreation destination. This project is part of the previously approved Jackson City + County Non-motorized Plan.
- There is no cost to the City for the construction of this trail segment or the granting of the requested easements.

SOLUTION

The approval of the easement grant requests will allow the construction of Jackson County's project to proceed.

FACILITATE IMPLEMENTATION

Engineering recommends that the requested easements be granted and the City Manager and City Clerk be authorized to execute the appropriate documents.

ATTACHMENTS

1. Engineering Grant of Easements

PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT GRANT

WHEREAS, **Jackson County, a Michigan body corporate**, with offices located at **120 W. Michigan Ave., Jackson, Michigan 49201 (“Jackson County”)**, **Grantee**, wishes to construct on a ten-foot wide non-motorized paved trail on Parcel Number 1-0854.1000 in the City of Jackson, Jackson County, Michigan, and;

WHEREAS, Grantee needs to acquire a permanent construction and maintenance easement in order to construct and maintain the trail,

NOW THEREFORE, KNOW ALL MEN by these presents, that **City of Jackson, a Municipal Corporation**, whose address is **161 W. Michigan Ave., Jackson, Michigan 49201, Grantor**,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar and Zero Cents (\$1.00), receipt of which is hereby acknowledged,

DOES HEREBY CONVEY to **Jackson County**, a permanent construction and maintenance easement in which to construct, reconstruct, and access as reasonably necessary the area needed for the work as specifically described on Exhibit A and Exhibit B attached hereto (“the Burdened Property”), and to maintain the trail and easement as necessary.

This Grant of Easement is subject to the following conditions:

1. Grantee shall at all times keep and maintain the Easement Property in a good state of repair and in a clean, safe, and sanitary condition, and shall comply with all laws, rules and regulations of the United States or its agencies, or the laws, rules and regulations of this State or any regulatory body of the United States, the State of Michigan, or the City of Jackson, or of any other governmental or governing body which may now or hereafter be applicable to or have jurisdiction over, the Easement Property. Without limiting the generality of the foregoing, if Grantee fails to maintain the property in a good state of repair, Grantor shall notify Grantee in writing to take steps to abate the state of disrepair within thirty (30) days after service by certified mail of such notice upon Grantee. If abatement of the disrepair does not occur within that period, in addition to termination of this Easement, Grantor may cause such abatement to occur. The cost to the grantor to abate the disrepair shall be billed to Grantee. In the event Grantee fails to pay such bill within thirty (30) days after same has been rendered, the grantor shall cause the cost of the abatement to be assessed against the grantee's real property, such assessment to be collected in the same manner and in all respects as provided by law for the collection of taxes by the City of Jackson.

2. Grantee shall not dispose or suffer to be disposed of any hazardous waste material whatsoever upon the Easement Property and shall not store, use or maintain, or suffer to be stored, used or maintained upon the Easement Property, any material that is or may be or become hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority. Grantee shall indemnify and save Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantee, its agents, contractors, employee, volunteers, and invitees, to comply with the terms of this paragraph.
3. Grantee shall assume all liability for and protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney's fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, volunteers, and invitees, arising in connection with or as a direct or indirect result of Grantee's use of the Easement Property or its exercise of this Easement, except Grantee shall not be required to indemnify Grantor for injury to persons or damage to property caused by the sole negligence of Grantor.
4. Grantee shall secure and maintain in force during the term of this Easement, a policy of comprehensive commercial liability insurance, with a minimum general liability limit of one million dollars (\$1,000,000) per occurrence. The policy shall be in the name of the Grantee and shall name the Grantor as additional insured, and shall describe the insured property as the Easement Property as hereinabove described. The insurer will not cancel this insurance or change, restrict, or reduce the insurance provided or change the name of the insureds without first providing at least thirty (30) days written notice to the grantor, at the address above stated, as evidenced by receipt of registered mail. Grantee shall provide evidence of existence of such insurance to Grantor prior to the execution of this Easement.
5. Grantee shall obtain the prior written approval from the Grantor's Engineering Department for all construction, alterations, or modifications on the Easement Property.

The Grantee, by acceptance of this Easement, agrees to the foregoing conditions. Failure of the Grantee to abide by or comply with any of the foregoing conditions shall result in termination of this Easement by Grantor following written notice from the Grantor and a thirty-day period in which to cure the default.

This Easement is subject to all building and use restrictions of record, and shall run with the land and be binding on and enforceable by the Grantor, the Grantee, and their respective successors and assigns; provided, however, the easement, rights and privileges herein conveyed to Grantee are limited to the installation, operation, repair and replacement of a non-motorized paved trail.

The easement over the Burdened Property is for the use and benefit of the public and may be assigned or transferred in whole or in part to another public entity.

The above-mentioned easement shall terminate only upon written agreement between the parties.

This agreement and the attached Exhibit A and Exhibit B constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Permanent Construction and Maintenance Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

IN WITNESS WHEREOF, the Grantor and grantee have executed this Easement on this _____ day of _____, 2024.

GRANTOR
City of Jackson

By: _____ (L.S.)
Daniel Mahoney, Mayor

By: _____ (L.S.)
Andrea Muray, City Clerk

STATE OF MICHIGAN)
) SS

JACKSON COUNTY)

On the _____ day of _____ 2024, **Daniel Mahoney** and **Andrea Muray** executed the foregoing document before me and, being duly sworn, stated that they are the **Mayor** and **City Clerk** of the **City of Jackson** and that they executed the foregoing document on behalf of said City with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

Printed Name: _____

My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson

GRANTEE
Jackson County

By: _____ (L.S.)
James E. Shotwell, County Board Chair

STATE OF MICHIGAN)
) SS
JACKSON COUNTY)

On the _____ day of _____ 2024, **James E. Shotwell** executed the foregoing document before me and, being duly sworn, stated that he is the **Board Chair of Jackson County** and that he executed the foregoing document on behalf of said County with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

Printed Name: _____

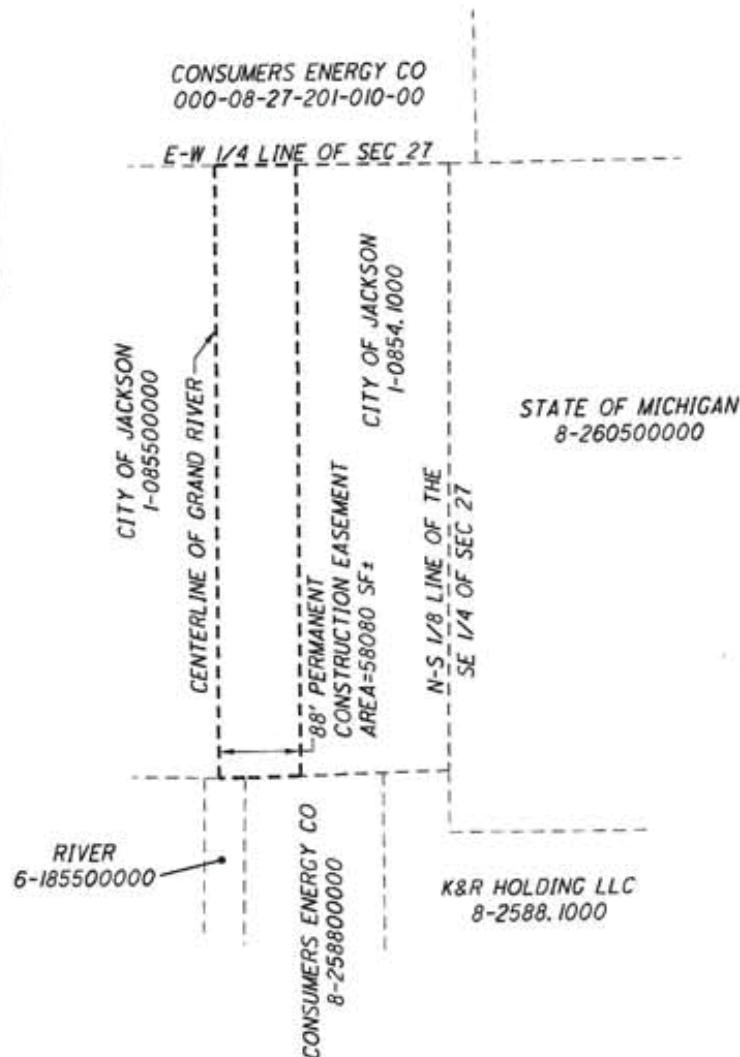
My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson



KEY MAP

EXHIBIT A

FOR
88 FOOT WIDE PERMANENT CONSTRUCTION
AND MAINTENANCE EASEMENT
PART OF SECTION 27, TOWN 2 SOUTH, RANGE 1 WEST,
BLACKMAN CHARTER TOWNSHIP, JACKSON COUNTY, MICHIGAN



A 88 FOOT WIDE PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT

A 88 FOOT WIDE PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT BEING A PART OF THE SOUTHEAST QUARTER, SECTION 27, TOWN 2 SOUTH, RANGE 1 WEST, TOWNSHIP OF BLACKMAN, COUNTY OF JACKSON, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 88 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COM AT INTERS OF E/W 1/4 LN WITH N/S 1/8 LN OF THE SE 1/4 OF SEC 27 T2S R1W TH S ALG SD 1/8 LN 660 FT TH W TO CL OF GRAND RIVER TH NLY ALG CL OF SD RIVER TO SD E/W 1/4 LN TH E TO POB NW 1/4 SE 1/4 SEC 27 T2S R1W

REVISED: 08/25/2021

0' 200'
1" = 200'

DRAWN BY: KJM

CHECKED BY: KLP

PREPARED FOR:

JACKSON COUNTY PARKS
200 W. GANSON STREET
JACKSON, MI 49201

JOB No.: J1560001

SHEET 1 OF 1

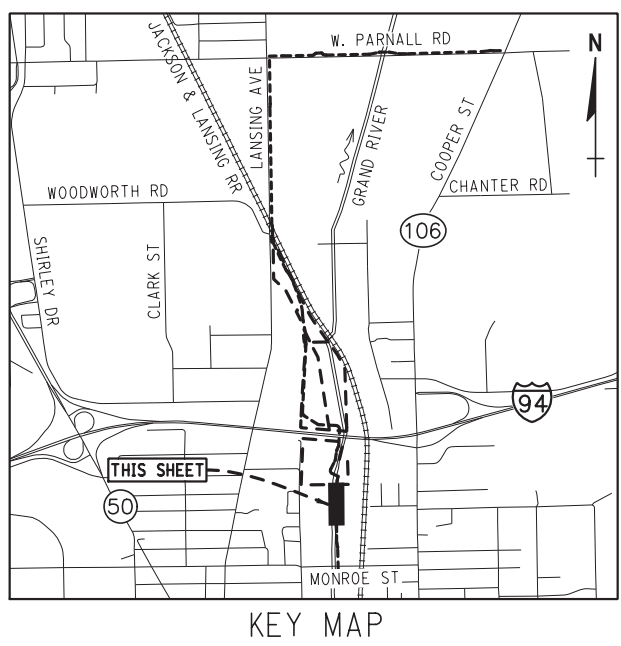
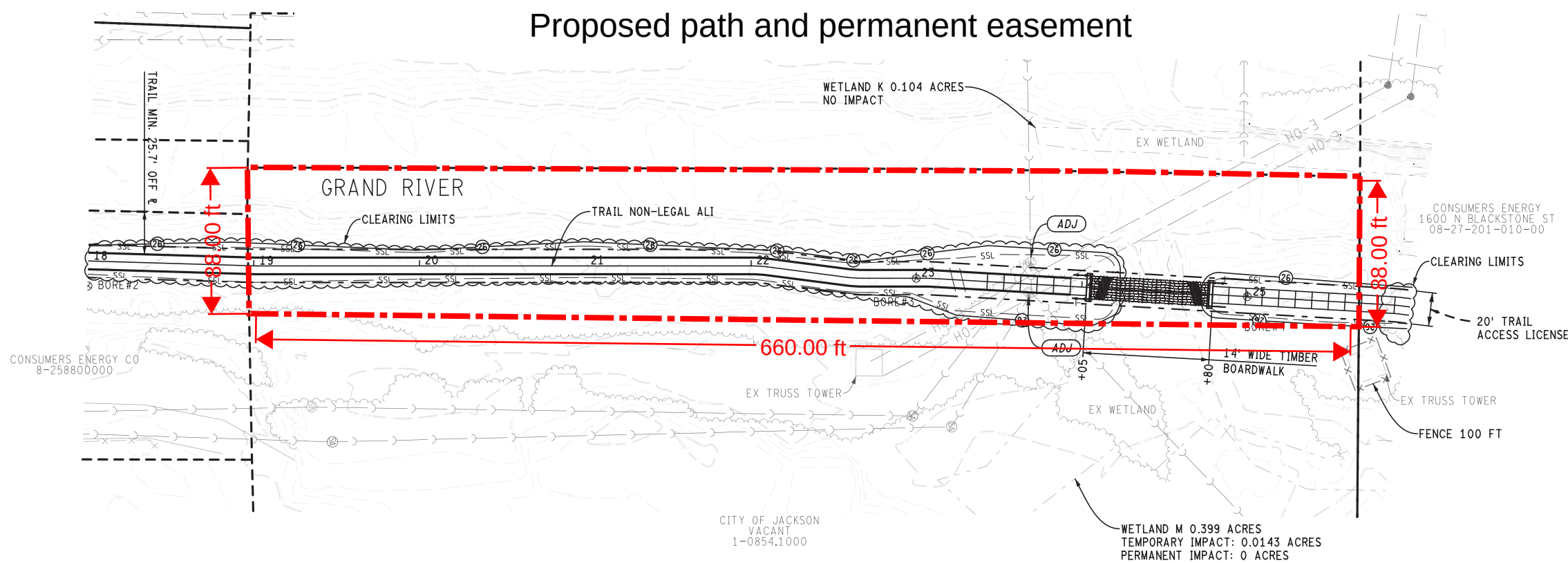


1771 NORTH DIXIE HIGHWAY
MONROE, MICHIGAN 48162
TEL: (734) 289-2200
FAX: (734) 289-2345

www.MannikSmithGroup.com

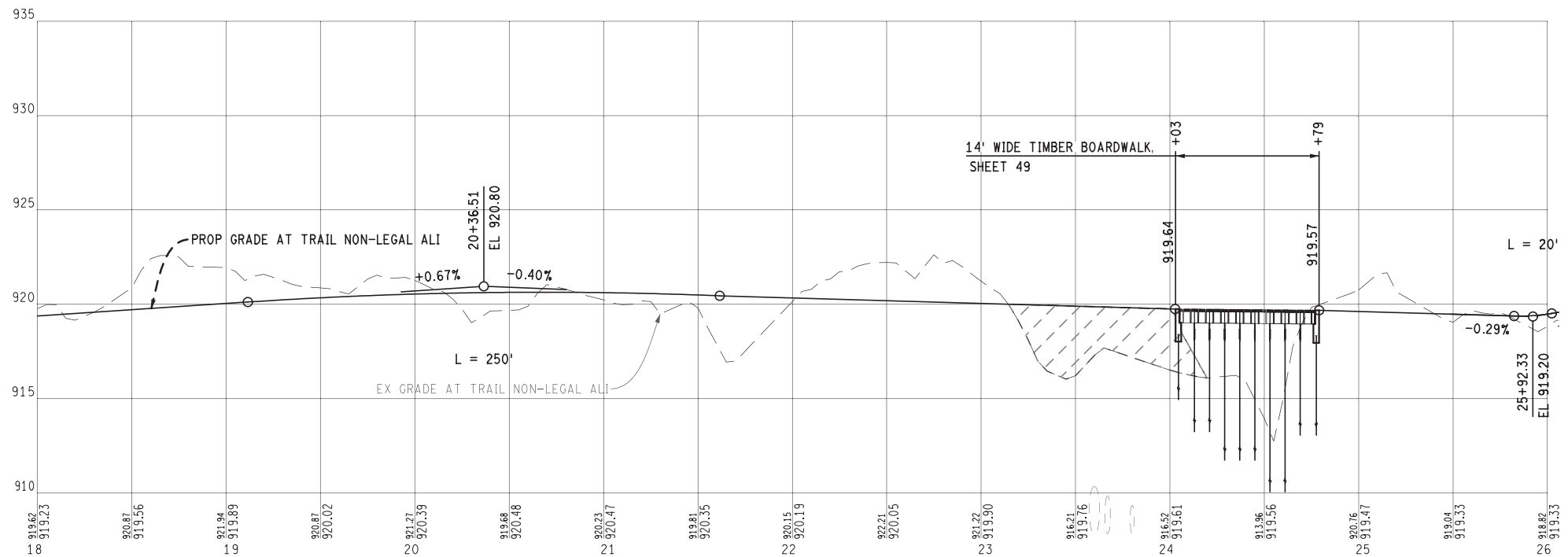
EXHIBIT B

Proposed path and permanent easement



NOTES:

1. THE WORK COVERED BY THESE PLANS INCLUDES CULVERT CONSTRUCTION, FULL DEPTH TRAIL CONSTRUCTION AND BOARDWALK CONSTRUCTION.
2. FOR SOIL EROSION & SEDIMENTATION CONTROL MEASURES (SESC), SEE MDOT STANDARD DETAIL R-96-E.
3. TRAIL ON CITY PROPERTY BY PERMIT.
4. FOR SOIL BORING DETAILS SEE SHEETS 63-66.
5. SEE SIGNAGE AND PAVEMENT MARKING SHEETS FOR ALL ITEMS RELATED TO THAT WORK.
6. TRAIL IS TO BE CONSTRUCTED WITHIN EASEMENTS THROUGHOUT. ALL EASEMENTS/RIGHTS OF ENTRY HAVE BEEN OBTAINED BY THE OWNER.
7. CURVE DATA (LABELED C...) IS AVAILABLE ON ALIGNMENT/ROW SHEETS WITHIN PLAN SET.
8. SEE BOARDWALK PLAN SHEETS FOR BOARDWALK QUANTITIES.



SHEET QUANTITIES

DESCRIPTION	QUANTITY	UNIT
CLEARING, SPECIAL	0.50	ACRE
EROSION CONTROL, SILT FENCE	1080	FT
AGGREGATE BASE, 6 INCH	225	SYD
AGGREGATE BASE, 8 INCH	665	SYD
SIDEWALK, CONC. 6 INCH	200	SFT
SHARED USE PATH, CONC	200	SYD
SHARED USE PATH, HMA	118	TON
SHARED USE PATH, GRADING, SPECIAL	725	FT
FENCE CHAINLINK, 72 INCH	100	FT
SLOPE RESTORATION, TYPE A	920	SYD
SANITARY STRUCTURE COVER, ADJ. CASE 2	1	EA
SANITARY MANHOLE, ADD DEPTH OF 48 INCH DIA	7	FT
SANITARY STRUCTURE COVER, ADJ. CASE 1	1	EA

PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT GRANT

WHEREAS, **Jackson County, a Michigan body corporate**, with offices located at **120 W. Michigan Ave., Jackson, Michigan 49201 (“Jackson County”)**, **Grantee**, wishes to construct on a ten-foot wide non-motorized paved trail on the parcel at 2995 Lansing Avenue, Jackson, Michigan in Blackman Township, Jackson County, Michigan, and;

WHEREAS, Grantee needs to acquire a permanent construction and maintenance easement in order to construct and maintain the trail,

NOW THEREFORE, KNOW ALL MEN by these presents, that **City of Jackson, a Municipal Corporation**, whose address is **161 W. Michigan Ave., Jackson, Michigan 49201, Grantor**,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar and Zero Cents (\$1.00), receipt of which is hereby acknowledged,

DOES HEREBY CONVEY to **Jackson County**, a permanent construction and maintenance easement in which to construct, reconstruct, and access as reasonably necessary the area needed for the work as specifically described on Exhibit A and Exhibit B attached hereto (“the Burdened Property”), and to maintain the trail and easement as necessary.

This Grant of Easement is subject to the following conditions:

1. Grantee shall at all times keep and maintain the Easement Property in a good state of repair and in a clean, safe, and sanitary condition, and shall comply with all laws, rules and regulations of the United States or its agencies, or the laws, rules and regulations of this State or any regulatory body of the United States, the State of Michigan, or the City of Jackson, or of any other governmental or governing body which may now or hereafter be applicable to or have jurisdiction over, the Easement Property. Without limiting the generality of the foregoing, if Grantee fails to maintain the property in a good state of repair, Grantor shall notify Grantee in writing to take steps to abate the state of disrepair within thirty (30) days after service by certified mail of such notice upon Grantee. If abatement of the disrepair does not occur within that period, in addition to termination of this Easement, Grantor may cause such abatement to occur. The cost to the grantor to abate the disrepair shall be billed to Grantee. In the event Grantee fails to pay such bill within thirty (30) days after same has been rendered, the grantor shall cause the cost of the abatement to be assessed against the grantee's real property, such assessment to be collected in the same manner and in all respects as provided by law for the collection of taxes by the City of Jackson.

2. Grantee shall not dispose or suffer to be disposed of any hazardous waste material whatsoever upon the Easement Property and shall not store, use or maintain, or suffer to be stored, used or maintained upon the Easement Property, any material that is or may be or become hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority. Grantee shall indemnify and save Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantee, its agents, contractors, employee, volunteers, and invitees, to comply with the terms of this paragraph.
3. Grantee shall assume all liability for and protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney's fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, volunteers, and invitees, arising in connection with or as a direct or indirect result of Grantee's use of the Easement Property or its exercise of this Easement, except Grantee shall not be required to indemnify Grantor for injury to persons or damage to property caused by the sole negligence of Grantor.
4. Grantee shall secure and maintain in force during the term of this Easement, a policy of comprehensive commercial liability insurance, with a minimum general liability limit of one million dollars (\$1,000,000) per occurrence. The policy shall be in the name of the Grantee and shall name the Grantor as additional insured, and shall describe the insured property as the Easement Property as hereinabove described. The insurer will not cancel this insurance or change, restrict, or reduce the insurance provided or change the name of the insureds without first providing at least thirty (30) days written notice to the grantor, at the address above stated, as evidenced by receipt of registered mail. Grantee shall provide evidence of existence of such insurance to Grantor prior to the execution of this Easement.
5. Grantee shall obtain the prior written approval from the Grantor's Engineering Department for all construction, alterations, or modifications on the Easement Property.

The Grantee, by acceptance of this Easement, agrees to the foregoing conditions. Failure of the Grantee to abide by or comply with any of the foregoing conditions shall result in termination of this Easement by Grantor following written notice from the Grantor and a thirty-day period in which to cure the default.

This Easement is subject to all building and use restrictions of record, and shall run with the land and be binding on and enforceable by the Grantor, the Grantee, and their respective successors and assigns; provided, however, the easement, rights and privileges herein conveyed to Grantee are limited to the installation, operation, repair and replacement of a non-motorized paved trail.

The easement over the Burdened Property is for the use and benefit of the public and may be assigned or transferred in whole or in part to another public entity.

The above-mentioned easement shall terminate only upon written agreement between the parties.

This agreement and the attached Exhibit A and Exhibit B constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Permanent Construction and Maintenance Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

IN WITNESS WHEREOF, the Grantor and grantee have executed this Easement on this _____ day of _____, 2024.

GRANTOR
City of Jackson

By: _____ (L.S.)
Daniel Mahoney, Mayor

By: _____ (L.S.)
Andrea Muray, City Clerk

STATE OF MICHIGAN)
) SS

JACKSON COUNTY)

On the _____ day of _____ 2024, **Daniel Mahoney** and **Andrea Muray** executed the foregoing document before me and, being duly sworn, stated that they are the **Mayor** and **City Clerk** of the **City of Jackson** and that they executed the foregoing document on behalf of said City with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

Printed Name: _____

My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson

GRANTEE
Jackson County

By: _____ (L.S.)
James E. Shotwell, County Board Chair

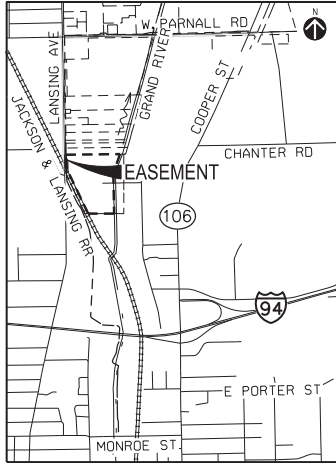
STATE OF MICHIGAN)
) SS
JACKSON COUNTY)

On the _____ day of _____ 2024, **James E. Shotwell** executed the foregoing document before me and, being duly sworn, stated that he is the **Board Chair of Jackson County** and that he executed the foregoing document on behalf of said County with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

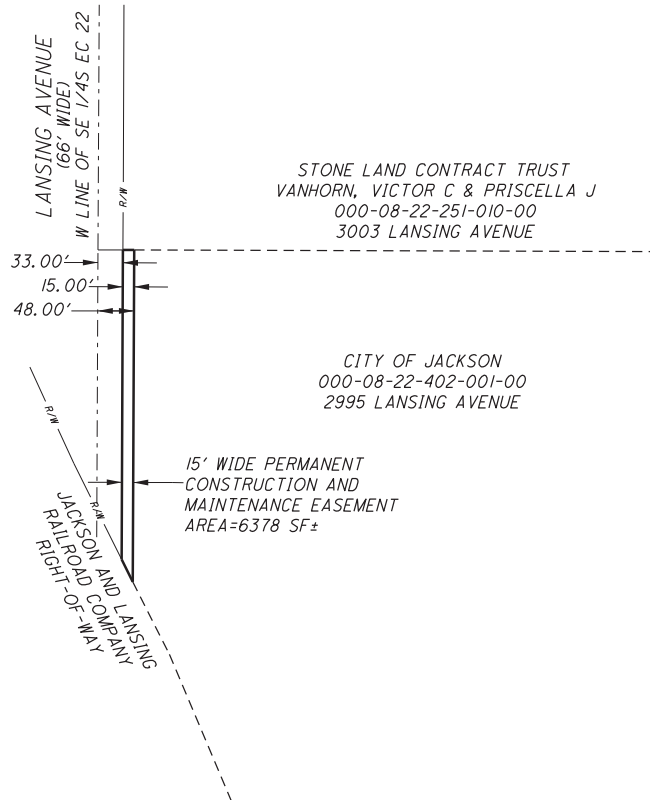
Printed Name: _____

My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson



KEY MAP

EXHIBIT A FOR 15 FOOT WIDE PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT PART OF SECTION 22, TOWN 2 SOUTH, RANGE 1 WEST, BLACKMAN CHARTER TOWNSHIP, JACKSON COUNTY, MICHIGAN

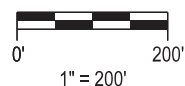


15 FOOT WIDE PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT

15 FOOT WIDE PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENT BEING A PART OF THE SOUTHEAST QUARTER, SECTION 22, TOWN 2 SOUTH, RANGE 1 WEST, TOWNSHIP OF BLACKMAN, COUNTY OF JACKSON, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15 FEET OF THE WEST 48 FEET OF THE FOLLOWING DESCRIBED PARCEL: ALL THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION TWENTY-TWO (22), TOWN TWO (2) SOUTH, RANGE ONE (1) WEST LYING TO THE NORTH AND EAST OF THE RIGHT-OF-WAY OF THE JACKSON AND LANSING RAILROAD COMPANY, CONTAINING APPROXIMATELY THIRTY-FIVE (35) ACRES. THE WESTERLY LINE OF SAID EASEMENT AREA IS TO BE CONTIGUOUS WITH THE EASTERLY RIGHT-OF-WAY LINE OF LANSING AVENUE.

REVISED: 03/11/2021



DRAWN BY: KJM

CHECKED BY: KLP

PREPARED FOR:

JACKSON COUNTY PARKS
200 W. GANSON STREET
JACKSON, MI 49201

JOB No.: J1560001

SHEET 1 OF 1



1771 NORTH DIXIE HIGHWAY
MONROE, MICHIGAN 48162
TEL: (734) 289-2200
FAX: (734) 289-2345

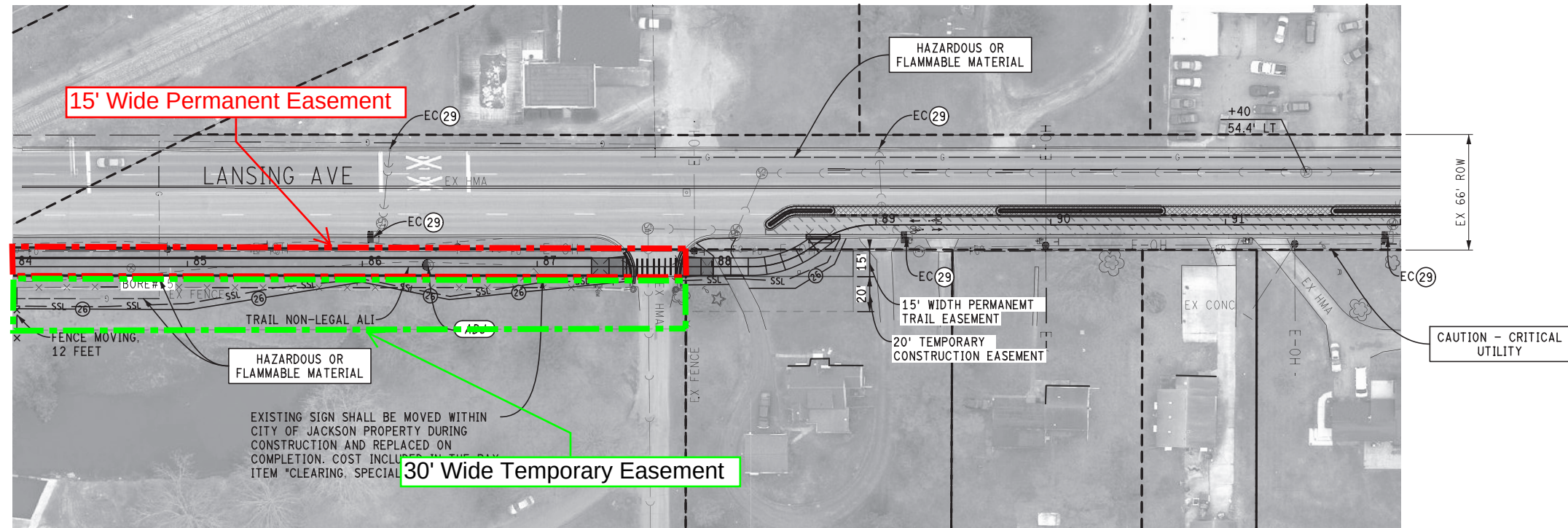
3/11/2021 11:41:37 AM W:\Projects\Projects F:\J1560001\CAD\Exhibits\J1560001-3-000-08-22-402-001-00.dgn

STATE OF MICHIGAN DNR
LANSING AVE
08-22-500-001-00

JAMES & JODY HALL
2900 LANSING AVE
08-22-326-004-01

RIKI THOMPSON
3002 LANSING AVE
08-22-177-012-00

MOHAMMAD CHAUDHRI
3004 LANSING AVE
08-22-177-011-00



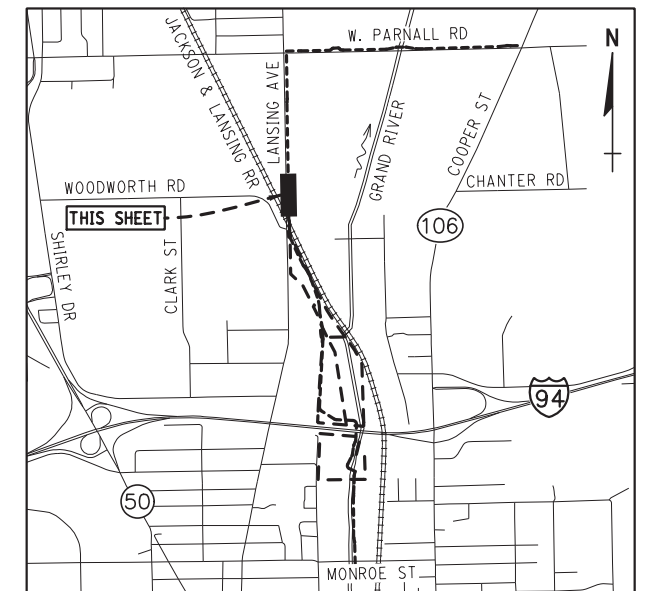
CITY OF JACKSON
2995 LANSING AVE
08-22-402-001-00

STONE LAND CONTRACT TRUST
3003 LANSING AVE
08-22-251-010-00

ROY ENGLAND
3005 LANSING AVE
08-22-251-009-00

MSHA
3007 LANSING AVE
08-22-251-008-00

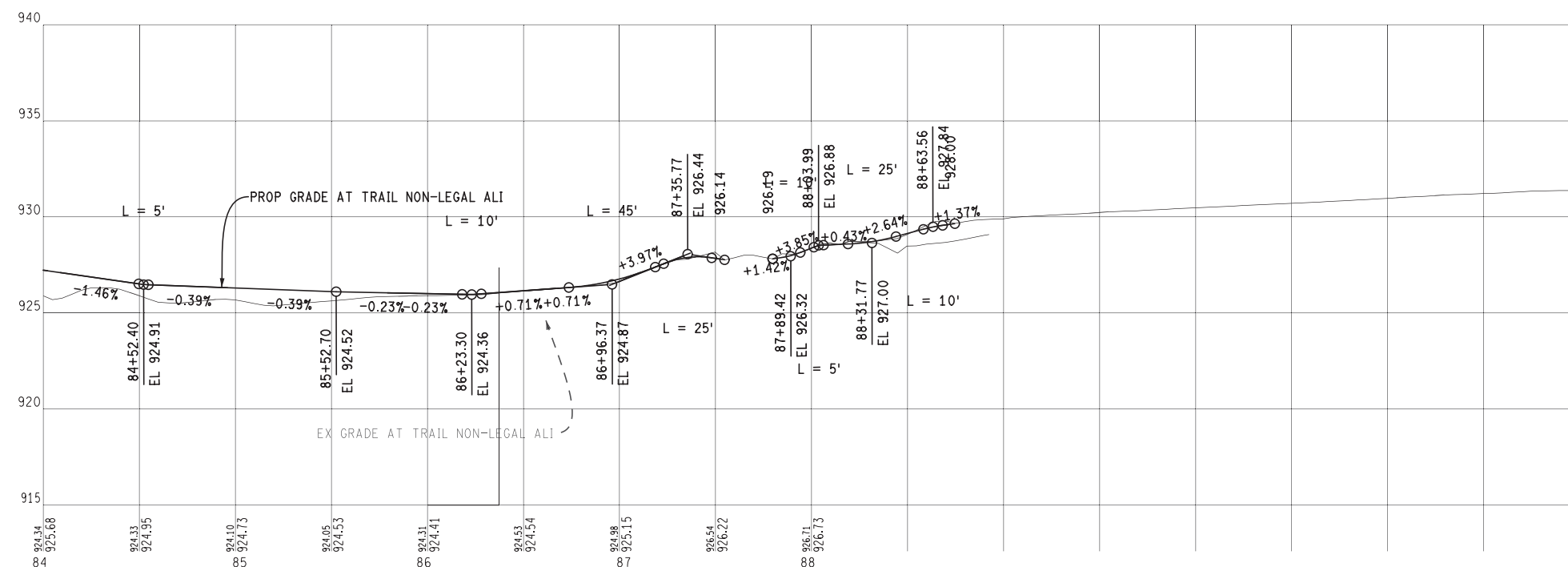
MATT & JENNIFER BADELIO
3009 LANSING AVE
08-22-251-006-00



KEY MAP

EXHIBIT B

Proposed path with permanent and temporary easement



SHEET QUANTITIES

DESCRIPTION	QUANTITY	UNIT
CURB AND GUTTER, REM	52	FT
COLD MILLING HMA SURFACE	495	SYD
EROSION CONTROL, INLET PROTECTIN, FABRIC DROP	5	EA
EROSION CONTROL, SILT FENCE	465	FT
AGGREGATE BASE, 6 INCH	205	SYD
AGGREGATE BASE, 8 INCH	537	SYD
AGGREGATE BASE, CONDITIONING	22	SYD
DR STRUCTURE COVER, ADJ. CASE 2	1	EA
DR STRUCTURE COVER, TYPE B	1	EA
HMA SURFACE, REM	285	SYD
HAND PATCHING	32	TON
HMA APPROACH	4	TON
HMA, 5EML	38	TON
DETECTABLE WARNING SURFACE	30	FT
CURB RAMP OPENING, CONC	48	FT
CURB RAMP, CONC, 6 INCH	100	SFT
SIDEWALK, CONC, 6 INCH	200	SFT
SHARED USE PATH, CONC	76	SYD
SHARED USE PATH, HMA	82	TON
SHARED USE PATH, GRADING, SPECIAL	440	FT
FENCE, MOVING	460	FT
SLOPE RESTORATION, TYPE A	2100	SYD
CURB AND GUTTER, CONC, DET F4	174	FT
CURB AND GUTTER, CONC, DET F4 MODIFIED	174	FT
CONC PAVT, NONREINF, 6 INCH	20	SYD
CONC PAVT, NONREINF, 9 INCH	110	SYD
POST, DELINEATOR, 36 INCH, WHITE	7	EA

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE
1	8/23/21	LF	MDOT G1 SUBMITTAL		
2	12/10/21	SLB	MDOT FINAL SUBMITTAL		



TECHNICAL SKILL
CREATIVE SPIRIT



PHONE: (517) 768-2919



DRAWN BY: KHW
CHK'D BY: SLB
FILE: J1560001_PP10.dgn

DATE: 12/7/2023
DESIGN UNIT: MSG
TSC: JACKSON

CS: 38000
JN: 210635

DRAFT

DRAWING	SHEET
PLAN & PROFILE SHEET MICHIGAN STATE UNIVERSITY KELANDS TRAIL EXTENSION A 82' 00' TO STA 92' 00'	SECT 1 28

TEMPORARY CONSTRUCTION EASEMENT GRANT

WHEREAS, **Jackson County, a Michigan body corporate**, with offices located at **120 W. Michigan Ave., Jackson, Michigan 49201 (“Jackson County”)**, **Grantee**, wishes to construct on a ten-foot wide non-motorized paved trail on the parcel at 2995 Lansing Avenue, Jackson, Michigan in Blackman Township, Jackson County, Michigan, and;

WHEREAS, Grantee needs to acquire a temporary construction easement in order to carry out the work,

NOW THEREFORE, KNOW ALL MEN by these presents, that **City of Jackson, a Municipal Corporation**, whose address is **161 W. Michigan Ave., Jackson, Michigan 49201, Grantor**,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar and Zero Cents (\$1.00), receipt of which is hereby acknowledged,

DOES HEREBY CONVEY to Jackson County, a temporary construction easement in which to construct, reconstruct, and access as reasonably necessary the area needed for the work as specifically described on Exhibit A and Exhibit B attached hereto (“the Burdened Property”).

This Grant of Easement is subject to the following conditions:

1. Grantee shall at all times keep and maintain the Easement Property in a good state of repair and in a clean, safe, and sanitary condition, and shall comply with all laws, rules and regulations of the United States or its agencies, or the laws, rules and regulations of this State or any regulatory body of the United States, the State of Michigan, or the City of Jackson, or of any other governmental or governing body which may now or hereafter be applicable to or have jurisdiction over, the Easement Property. Without limiting the generality of the foregoing, if Grantee fails to maintain the property in a good state of repair, Grantor shall notify Grantee in writing to take steps to abate the state of disrepair within thirty (30) days after service by certified mail of such notice upon Grantee. If abatement of the disrepair does not occur within that period, in addition to termination of this Easement, Grantor may cause such abatement to occur. The cost to the grantor to abate the disrepair shall be billed to Grantee. In the event Grantee fails to pay such bill within thirty (30) days after same has been rendered, the grantor shall cause the cost of the abatement to be assessed against the grantee's real property, such assessment to be collected in the same manner and in all respects as provided by law for the collection of taxes by the City of Jackson.

2. Grantee shall not dispose or suffer to be disposed of any hazardous waste material whatsoever upon the Easement Property and shall not store, use or maintain, or suffer to be stored, used or maintained upon the Easement Property, any material that is or may be or become hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority. Grantee shall indemnify and save Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantee, its agents, contractors, employee, volunteers, and invitees, to comply with the terms of this paragraph.
3. Grantee shall assume all liability for and protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney's fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, volunteers, and invitees, arising in connection with or as a direct or indirect result of Grantee's use of the Easement Property or its exercise of this Easement, except Grantee shall not be required to indemnify Grantor for injury to persons or damage to property caused by the sole negligence of Grantor.
4. Grantee shall secure and maintain in force during the term of this Easement, a policy of comprehensive commercial liability insurance, with a minimum general liability limit of one million dollars (\$1,000,000) per occurrence. The policy shall be in the name of the Grantee and shall name the Grantor as additional insured, and shall describe the insured property as the Easement Property as hereinabove described. The insurer will not cancel this insurance or change, restrict, or reduce the insurance provided or change the name of the insureds without first providing at least thirty (30) days written notice to the grantor, at the address above stated, as evidenced by receipt of registered mail. Grantee shall provide evidence of existence of such insurance to Grantor prior to the execution of this Easement.
5. Grantee shall obtain the prior written approval from the Grantor's Engineering Department for all construction, alterations, or modifications on the Easement Property.

The Grantee, by acceptance of this Easement, agrees to the foregoing conditions. Failure of the Grantee to abide by or comply with any of the foregoing conditions shall result in termination of this Easement by Grantor following written notice from the Grantor and a thirty-day period in which to cure the default.

This Easement is subject to all building and use restrictions of record, and shall run with the land and be binding on and enforceable by the Grantor, the Grantee, and their respective successors and assigns; provided, however, the easement, rights and privileges herein conveyed to Grantee are limited to the installation, operation, repair and replacement of a non-motorized paved trail.

The easement over the Burdened Property is for the use and benefit of the public and may be assigned or transferred in whole or in part to another public entity.

The above-mentioned easement shall terminate only upon written agreement between the parties.

This agreement and the attached Exhibit A and Exhibit B constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Permanent Construction and Maintenance Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

IN WITNESS WHEREOF, the Grantor and grantee have executed this Easement on this _____ day of _____, 2024.

GRANTOR
City of Jackson

By: _____ (L.S.)
Daniel Mahoney, Mayor

By: _____ (L.S.)
Andrea Muray, City Clerk

STATE OF MICHIGAN)
) SS

JACKSON COUNTY)

On the _____ day of _____ 2024, **Daniel Mahoney** and **Andrea Muray** executed the foregoing document before me and, being duly sworn, stated that they are the **Mayor** and **City Clerk** of the **City of Jackson** and that they executed the foregoing document on behalf of said City with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

Printed Name: _____

My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson

GRANTEE
Jackson County

By: _____ (L.S.)
James E. Shotwell, County Board Chair

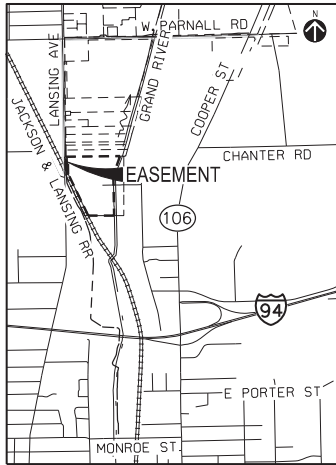
STATE OF MICHIGAN)
) SS
JACKSON COUNTY)

On the _____ day of _____ 2024, **James E. Shotwell** executed the foregoing document before me and, being duly sworn, stated that he is the **Board Chair of Jackson County** and that he executed the foregoing document on behalf of said County with its full authority and as its free act and deed.

Notary Public: _____ (L.S.)

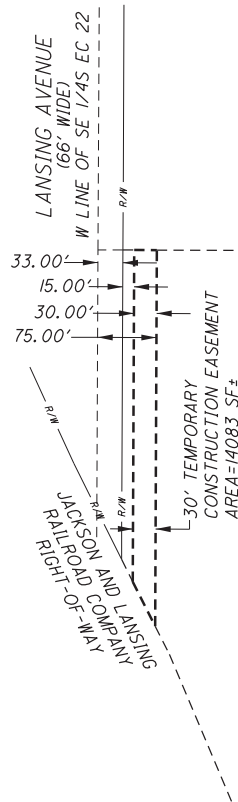
Printed Name: _____

My commission expires: _____
Jackson County, Michigan
Acting in the County of Jackson



KEY MAP

EXHIBIT A FOR 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT PART OF SECTION 22, TOWN 2 SOUTH, RANGE 1 WEST, BLACKMAN CHARTER TOWNSHIP, JACKSON COUNTY, MICHIGAN



STONE LAND CONTRACT TRUST
VANHORN, VICTOR C & PRISCILLA J
000-08-22-251-010-00
3003 LANSING AVENUE

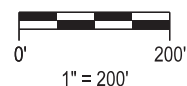
CITY OF JACKSON
000-08-22-402-001-00
2995 LANSING AVENUE

A 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE SOUTHEAST QUARTER, SECTION 22, TOWN 2 SOUTH, RANGE 1 WEST, TOWNSHIP OF BLACKMAN, COUNTY OF JACKSON, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 30 FEET OF THE WEST 75 FEET OF THE FOLLOWING DESCRIBED PARCEL: ALL THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION TWENTY-TWO (22), TOWN TWO (2) SOUTH, RANGE ONE (1) WEST LYING TO THE NORTH AND EAST OF THE RIGHT-OF-WAY OF THE JACKSON AND LANSING RAILROAD COMPANY, CONTAINING APPROXIMATELY THIRTY-FIVE (35) ACRES.

REVISED: 03/11/2021



DRAWN BY: KJM

CHECKED BY: KLP

PREPARED FOR:

JACKSON COUNTY PARKS
200 W. GANSON STREET
JACKSON, MI 49201

JOB No.: J1560001

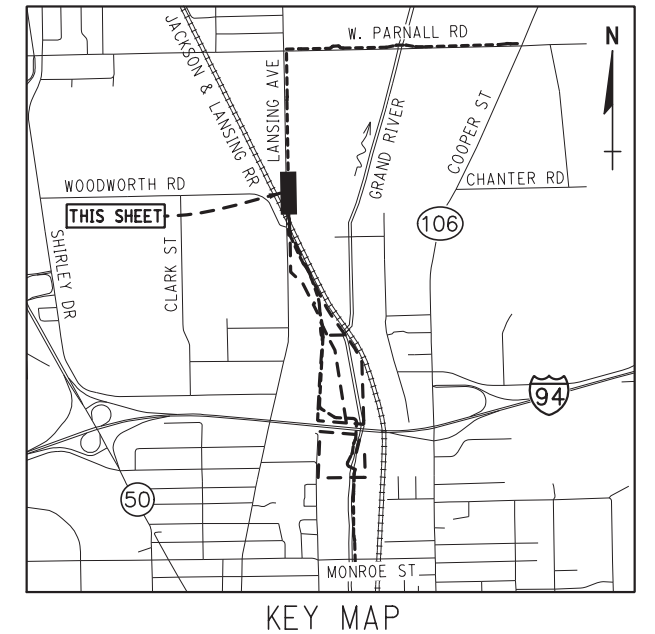
SHEET 1 OF 1



1771 NORTH DIXIE HIGHWAY
MONROE, MICHIGAN 48162
TEL: (734) 289-2200
FAX: (734) 289-2345

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MOHAMMAD CHAUDHRI
3004 LANSING AVE
08-22-177-011-00



DRAWING	SHEET
KLND PLNPRO 010	SECT 1 28



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approval of the Jackson Public Schools Millage Proposal and supportive resolution to provide earmarked funds to operate a system of public recreation and playgrounds with the City of Jackson.

Recommendation:

Approval of the Jackson Public Schools Millage Proposal and supportive resolution to provide earmarked funds to operate a system of public recreation and playgrounds with the City of Jackson.

Approve and support the Jackson Public Schools August 6, 2024, Millage Proposal to provide earmarked funds that will be disbursed to the City of Jackson to operate a system of public recreation and playgrounds.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 30, 2024

RECOMMENDATION: Recommendation to support a ten-year ballot proposal with Jackson Public Schools to provide funds to operate the City of Jackson reaction programs and playgrounds.

ISSUE STATEMENT

This ballot proposal is a significant and important part of our department, the City and the Jackson Public School District. The City Parks and Recreation Department was formed under section 2 of the Public Act 156 of 1917, as amended, authorize a school district to operate a public recreation and playgrounds and to vote a tax to provide funds for operating such a system. This has allowed us to provide programs for over 60 year for young people under 18, adults over 50, MLK and Boos centers programs, and we are a large employer of high school and college-age students.

DESCRIBE THE CONSEQUENCES

The consequences if this proposal doesn't pass would be loss of funding. We would be unable to provide the level of equitable programs we do today for free, scholarship or for a nominal fee. We would lose our recreation programs, MLK and Boos Recreation Center programming, Active Aging program and youth employment.

OWNERSHIP

SOLUTION

What solutions will you implement to solve the problem or issue both tactically and strategically? In other words, what's is the fix now, and what are you thinking about long term?

FACILITATE IMPLEMENTATION

Approval of the Jackson Public Schools Millage Proposal and supportive resolution to provide earmarked funds to operate a system of public recreation and playgrounds with the City of Jackson.

ATTACHMENTS

1. Recreation Millage 2024
2. Rec Millage Resolution
3. City of Jackson Presentation

CITY COUNCIL MEETING
January 30, 2024

Current

**JACKSON PUBLIC SCHOOLS MILLAGE PROPOSAL TO PROVIDE EARMARKED
FUNDS TO OPERATE A SYSTEM OF PUBLIC RECREATION AND PLAYGROUNDS**

Shall the limitation on the amount of taxes, which may be assessed against all property in Jackson Public Schools, Jackson County, Michigan, be increased by one-half of one (0.5) mill (\$.50 on each \$1,000 of taxable value) for a period of ten years, 2015 through 2024, inclusive, to provide funds for purposes of operating a system of public recreation and playgrounds, such increase being an authorization of 0.5 new additional mill (the estimated amount of revenue that will be collected in calendar year 2015 if said 0.5 mill is authorized and levied is \$685,147.06, all of which will be disbursed to Jackson Public Schools)

PROPOSITION A

**MILLAGE PROPOSAL TO PROVIDE EARMARKED
FUNDS TO OPERATE A SYSTEM OF PUBLIC RECREATION AND PLAYGROUNDS**

Shall the limitation on the amount of taxes, which may be assessed against all property in Jackson Public Schools, Jackson County, Michigan, be increased by three-quarters of one (0.75) mill (\$.75 on each \$1,000 of taxable value) for a period of ten years, 2025-2034, inclusive, to provide funds for purposes of operating a system of public recreation and playgrounds, such increase being an authorization of 0.75 new additional mill (the estimated amount of revenue that will be collected in calendar year 2025 if said 0.75 mill is authorized and levied is \$1,123,228, all of which will be disbursed to Jackson Public Schools)

Resolution January 30, 2024

**A RESOLUTION TO SUPPORT THE JACKSON PUBLIC SCHOOLS
RECREATION MILLAGE ON THE AUGUST 6TH 2024 BALLOT**

By the Council:

Whereas, the City of Jackson and the Jackson Public Schools have partnered together for over fifty years to provide recreation programming for the greater Jackson community; and

Whereas, the Jackson Recreation Department services over 100,000 youth, adults and seniors a year through their parks, facilities and recreation programs; and

Whereas, those programs are funded by a recreation millage accessed on property value, approved by a vote of the people once every ten years; and

Whereas, this year that millage is up for authorization, and voters in the Jackson Public School District will have an opportunity to continue funding those programs by approving a 0.75 mill proposal on the August 6, 2024 primary ballot; and

Whereas, this millage has helped fund quality recreation programs since the 1940's and passage of this proposal would continue that legacy and continue to make Jackson a great place to live, work and play.

Now, therefore, be it resolved that the Jackson City Council supports and endorses the 2024 Jackson Public Schools Recreation Millage.

Be it further resolved that copies of this resolution will be forwarded to the Jackson Public School District Board of Education, the Blackman Township Board of Trustees, the Summit Township Board of Trustees, the Napoleon Township Board of Trustees, and the Liberty Township Board of Trustees.

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

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State aforesaid do hereby certify that the foregoing is true and complete copy of a resolution adopted by the Jackson City Council on the _____ day of _____, 2024.

Andrea Murray, City Clerk

**JACKSON PUBLIC SCHOOLS
JACKSON COUNTY, MICHIGAN**

**RESOLUTION APPROVING AND CERTIFYING PUBLIC RECREATION AND
PLAYGROUNDS BALLOT PROPOSAL**

Minutes of a Regular Meeting of the Board of Education of the Jackson Public Schools, County of Jackson, Michigan, held in the School District on January 16, 2024, at 5:30 p.m. Eastern Standard Time.

PRESENT: *P. Fitzgerald, S. Hunt, D. Nobles, A. Mitchell
K. Hamilton, E. Brown, M. Acton-Dowell*

ABSENT:

The following preamble and resolution were offered by Member *D. Nobles* and supported by Member *E. Brown*;

WHEREAS, Section 2 of Public Act 156 of 1917, as amended, authorizes a school district to operate a system of public recreation and playgrounds and to vote a tax to provide funds for operating such a system; and

WHEREAS, the Board of Education of the School District determines that it is necessary for the health, safety and welfare of the School District to operate such a system independently or in cooperation with the City of Jackson or other municipality as permitted by Section 3 of Public Act 156 of 1917, as amended, and to submit a proposal to the qualified electors of the School District at the Annual Election to be held on August 6, 2024 to provide earmarked funds to operate such a system; and

WHEREAS, Section 312 of the General Election Law, Public Act 116 of 1954, as amended, requires that if a Board of Education wishes to submit a ballot proposal to the electors it must adopt a resolution to that effect and certify the ballot proposal language to the Election Coordinator (Jackson County Clerk) not less than eighty two (82) days before the election date.

NOW, THEREFORE, BE IT RESOLVED that:

1. The following ballot proposal to provide earmarked funds to operate a system of public recreation and playgrounds shall be submitted to the qualified electors of the School District at the Annual Election to be held on August 6, 2024.

PROPOSITION A

MILLAGE PROPOSAL TO PROVIDE EARMARKED
FUNDS TO OPERATE A SYSTEM OF
PUBLIC RECREATION AND PLAYGROUNDS

Shall the limitation on the amount of taxes, which may be assessed against all property in Jackson Public Schools, Jackson County, Michigan, be increased to three-quarters of one (0.75) mill (\$.75 on each \$1,000 of taxable value) for a period of ten years, 2025 through 2034, inclusive, to provide funds for purposes of operating a system of public recreation and playgrounds, such increase being an authorization of 0.75 new additional mill (the estimated amount of revenue that will be collected in calendar year 2025 if said 0.75 mill is authorized and levied is \$1,123,228, all of which will be disbursed to Jackson Public Schools)?

2. The Secretary of the Board of Education shall certify the foregoing ballot proposal language to the Election Coordinator (Jackson County Clerk) on or before May 14, 2024 by filing a certified copy of this Resolution with the Election Coordinator on or before that date.

3. All resolution and parts of resolutions insofar as they conflict with the provisions of this Resolution, be and the same are hereby rescinded.

AYES: P. Fitzgerald, S. Hunt, D. Dobies,
K. Hamilton, E. Brown, M. Actor-Dowell

NAYES: N/A

ABSTAIN: A. Mitchell

Resolution declared adopted.


Secretary, Board of Education
JACKSON PUBLIC SCHOOLS

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Education of the Jackson Public Schools, County of Jackson, Michigan at a regular meeting held on January 16, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 Public Acts of Michigan of 1976, and that the minutes of the open meeting were kept and will be or have been made available as required by the Act.



Secretary, Board of Education
JACKSON PUBLIC SCHOOLS

CITY OF JACKSON & JACKSON PUBLIC SCHOOLS

Recreation Millage Campaign 2024



1942-2024 RECREATION MILLAGE

The City of Jackson Recreation Department has overseen the youth and active aging program and employee high school and college age students since the 1940s.



DID YOU KNOW?

The Jackson Recreation Department serves over 100,000 youth, adult and seniors every year through their parks, facilities and recreation programming?

All participants fees are free, nominal fee or through a scholarship for all to have an important opportunity to play.



YOUTH PROGRAM OPPORTUNITIES



- 1st-8th Grade Spring Soccer
- 1st-8th Grade Fall Soccer
- K-1st Grade Flag Football
- 2nd-3rd Grade Flag Football
- 4th Grade Tackle Football
- 5th-6th Grade Tackle Football
- Youth Cheerleading League
- K-3rd Instructional Basketball
- 4th-6th Grade Basketball

YOUTH PROGRAM OPPORTUNITIES



- High School Basketball
- Cheer Camp
- Football Camp
- Homeschool PE Classes
- MLK Center Afterschool Program
- MLK Center youth programming
- Youth Gymnastics
- Youth Tennis Lessons
- Al Glick Baseball League at the MLK Center
- Al Glick Softball League at the MLK Center



YOUTH PROGRAM OPPORTUNITIES

- Basketball Camp
- MLK Center dance class in partnership with the Jackson School of the Arts
- MLK Center music program with the JSO
- Family Open Gym
- MLK Center Snow Days
- MLK Summer Program



YOUTH PROGRAM OPPORTUNITIES

- Nacoya Weatherspoon Basketball Camp
- Drive, Putt & Disc Golf Camp
- Volleyball Camp
- Summer Cheer Camp
- Pickleball Camp
- Pickleball League
- Corey Pryor Track & Field Camp
- Wrestling Camp
- Soccer Camp
- Esports Camp



SPECIAL EVENTS

- Santa Calls
- Mother & Daughter Tea
- Daddy & Daughter Dance
- Senior Golf Outing
- National Skateboarding Day
- Walk, Roll & Stroll
- Take Me Out to the Tigers



ACTIVE AGING PROGRAM FOR OVER 50

- Exercise Classes
- Holiday Dinners
- Bingo and cards
- Special Events
- Travel
- Pickleball
- Tai Chi
- Line Dancing
- Canvas Painting
- And so much more...



EMPLOYMENT



The Recreation Department hires over 300 seasonal workers a year for high school and college age students!

- Summer Camp Leaders
- Tennis Instructors
- MLK Center Staff and Summer Staff
- Gymnastics Staff
- Scorekeepers & Referees
- Enrichment Class Leaders
- Active Aging Staff
- Partner with Grow Jackson classes
- And more!



WHY SHOULD I SUPPORT THIS MILLAGE?

- Insures positive activities for our community's youth and seniors.
- Promotes healthy lifestyles.
- Provides low cost or free options for all to participate in programs equally.
- Provides up-to-date certified safe equipment (e.g.: football helmets).
- Provides all equipment supplies needed for programs (e.g.: baseballs bats and gloves).
- Additional new programming.
- Provides employment opportunities for youth and young adults.



THE BASICS!!



Recreation Millage

.75 mills from .05 for 10 years

\$75 per year on a home valued at \$100,000

\$6.25 a month that changes lives

AUGUST 6, 2024 - LETS MAKE THAT DIFFERENCE!

Let's keep the tradition alive by voting Yes today and on August 6th for youth and seniors living in the Jackson Public Schools District!



SCHOOLS THAT PARTICIPATE IN THE JPS DISTRICT.

- Northeast Elementary School
- Sharp Park Academy
- Middle School at Parkside
- Jackson Pathways
- Jackson High School
- Hunt Elementary School
- Fourth Street Learning Center
- Dibble Elementary School
- Cascades Elementary School
- John R. Lewis Elementary School
- Paragon Charter Academy
- St. Mary Star of the Sea
- St. Johns School
- Queen of the Miraculous Medal
- Lumen Junior High School
- Lumen Christi High School
- Jackson Christian Elementary School
- Jackson Christian Middle/High School
- JPS Montessori School
- Trinity Lutheran School



- *Non JPS District participants pay a non district fee*

THANK YOU!!





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Amendment 1 to the WWTP Culvert Engineering Contract.

Recommendation:

Approve Amendment 1 to the WWTP Culvert Engineering contract with Fishbeck, Inc. of Grand Rapids, Michigan in the increased amount of \$46,200.00 for construction inspection services, and authorize the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Jon H. Dowling, City Engineer, regarding an amendment to the above referenced contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve Amendment 1 to the WWTP Culvert Engineering contract with Fishbeck, Inc. of Grand Rapids, Michigan in the increased amount of \$46,200.00 for construction inspection services, and authorize the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

The scope of services for the awarded contract for the engineering of driveway culverts on the Hurd Marvin County Drain includes only part-time inspection services for periodic site visits during the construction period. Due to the complexity of the project, the importance of the culverts to the operation of the wastewater treatment plant and the proximity to the Grand River, it has been determined that full time inspection is necessary to ensure the contractor's work conforms to plans and specification and meets State of Michigan requirements for soil erosion and sedimentation control (SESC) reviews to protect the Grand River.

DESCRIBE THE CONSEQUENCES

It is standard practice on capital improvement projects of this magnitude and importance for the contractor's work to be inspected on a full-time basis to ensure that tradesmen and materials are ordered, organized and scheduled to meet completion dates, specifications are met, craftsmen are qualified and capable and materials are tested throughout the construction process, and not just during those short periods when the inspector visits the site. It is also essential that daily reports are generated to show, among other things, the sequence and timing of construction, the subcontractor that performed each item, the conditions under which work was performed and the provenance of the materials used. These records are essential to limiting costs when addressing claims by the contractor and subcontractors and ensuring the functionality over the service life of the improvements.

Because the purpose of this project is to replace culverts on a county drain in the immediate vicinity of the Grand River, continuous inspection and monitoring of devices and methods to control erosion and prevent sedimentation into the downstream drain and Grand River must be performed by a stormwater operator that has obtained certification from the State of Michigan. By providing for full time inspection, the SESC requirements will be met as well.

Failure to provide full time inspection may result in an extended construction period, compromised construction methods and materials and added contractor claims and costs. Failure to provide SESC reviews would make the City non-compliant with our permits from the State of Michigan and Jackson County and, more worrisome, potentially result in damage to the Grand River ecosystem.

OWNERSHIP

Full time inspection services are standard practice on capital improvement projects and should have been included in the original contract. This contract amendment will add the man-hours and associated costs to bring the part-time inspection services in the original contract up to the full-time level that is necessary to ensure a successful project.

SOLUTION

Engineering recommends approval of the attached Contract Amendment 1 so that inspection is provided on a full-time basis to ensure that all workmanship, materials, testing and soil erosion sedimentation control practices meet contract and permit requirements, and to ensure that the finished project has a long service life and the Grand River ecosystem is protected.

FACILITATE IMPLEMENTATION

Approve Amendment 1 to the WWTP Culvert Engineering contract with Fishbeck, Inc. of Grand Rapids, Michigan in the increased amount of \$46,200.00 for construction inspection services, and authorize the City Manager and City Engineer to sign the appropriate document.

ATTACHMENTS

1. Engineering Amendment 1 WWTP Culvert Eng attachments

**AMENDMENT NO. 1
To Contract for
22-010 WWTP Culvert Engineering Contract
City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT **\$ 155,470.00**

AMENDMENT NO. 1 **\$ 46,200.00**

NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1 **\$ 201,670.00**

REASON FOR AMENDMENT:

To provide for expanding the original scope of work to include full time construction inspection services as described in the letter from Fishbeck, Inc. dated January 10, 2024.

Prepared by Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Jeffrey J Brown, P.E.
Fishbeck, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

January 10, 2024

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

Contract Amendment 1
Culvert 2W and 4W Replacement at Wastewater Treatment Plant

Dear Troy:

As requested, Fishbeck is providing this proposal for amending our December 5, 2022, agreement for the construction phase of the culvert replacements at the Jackson Wastewater Treatment Plant (WWTP). The December 2022 agreement included part-time construction inspection and did not include a certified stormwater operator. The City of Jackson (City) has since determined full-time onsite inspection is preferred given complexity of the project. In addition, a certified stormwater operator is required to meet Soil Erosion Sedimentation Control (SESC) requirements.

Scope of Services

Fishbeck will provide full-time onsite inspection during construction and a certified stormwater operator. Construction services are consistent with our December 2022 and proposed stormwater operator services are in accordance with Soil Erosion Permit 2023R0470, issued by the Jackson County Department of Transportation.

Construction Services/Inspection

1. Full-Time Onsite Inspection:
 - a. Provide general onsite construction coordination with general contractor, subcontractors, various City departments, and private utility companies.
 - b. Attend a preconstruction meeting and issue meeting minutes.
 - c. Verify that construction proceeds on schedule and in accordance with approved drawings and specifications.
 - d. Identify potential conflicts, and if necessary, develop alternative solutions and review with City and engineer.
 - e. Complete record drawing measurements of culvert installations, including alignment, inverts, length, and structure location.
 - f. Perform compaction testing.
 - g. Complete inspector's daily reports.
 - h. Provide red line as-built drawings.
 - i. Compile, inspect, and document completion of contractor punch list.
2. Inspection Supervision and Office Engineering:
 - a. Review shop drawings, material literature, and requests for information.
 - b. Address design-related conflicts and provide solutions.

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

Certified Stormwater Operator

1. Certified Stormwater Operator Services:
 - a. Conduct daily SESC inspections and complete SESC form 1156 to document conditions and action items.
 - b. Ensure deficiencies are corrected by contractor within 7 days.
 - c. Conduct additional SESC inspections with 48 hours of a storm event resulting in 4-inches or more of rain until permanent measures are fully established.
 - d. Conduct up to 4 post-construction SESC inspections to ensure establishment of permanent measures.

Professional Services Fees

Internal review of final construction plans with engineers and senior inspectors note an approximate 10-week construction period. Therefore, services and cost estimate provided assume a 10-week construction schedule.

Separate fees have been provided for our services for each culvert, as previously requested, in the event that only one culvert replacement is authorized. We propose a contract amendment of a not-to-exceed fee of Twenty-Three Thousand One Hundred Dollars (\$23,100) for Culvert 2W and Twenty-Three Thousand One Hundred Dollars (\$23,100) for Culvert 4W. Proposed total net increase to contract for both 2W and 4W culverts is Forty-Six Thousand Two Hundred (\$46,200) Dollars. Refer to the following tables for the fee breakdown for each culvert and comparison to already approved work.

Culvert 2W Fee Breakdown – 10 Week Construction Period

Task	Approved December 2022 Contract for Part- Time Inspection	Proposed Full-Time Inspection and Certified Stormwater Operator
Construction Staking	\$2,550	\$2,550
Construction Inspection and Certified Stormwater Inspector	\$10,120	\$30,200
Inspection Supervision and Office Engineering	\$5,100	\$7,100
Office Technician Services	\$2,530	\$3,550
Total	\$20,300	43,400
<i>Amendment 1 - Net Increase to Existing Budget</i>		<i>23,100</i>

Culvert 4W Fee Breakdown – 10 Week Construction period

Task	Approved December 2022 Part Time Inspection	Proposed Full-Time Inspection and Certified Stormwater Operator
Construction Staking	\$2,300	\$2,300
Construction Inspection & Certified Stormwater Inspector	\$10,120	\$30,200
Inspection Supervision and Office Engineering	\$5,100	\$7,100
Office Technician Services	\$2,530	\$3,550
Total	\$20,050	\$43,150
<i>Amendment 1 - Net Increase to Existing Budget</i>		\$23,100

Authorization

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

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

Sincerely,



Brian McKissen, PE, CFM
Senior Civil Engineer



Jeff Brown, PE
Senior Vice President/Principal

Attachments
By email



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approve Contract Award – Blakely Avenue: Elm Avenue to Pleasant Street.

Recommendation:

Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Blakely Avenue: Elm Avenue to Pleasant Street to Bailey Excavating, Inc. of Jackson, Michigan and authorize the Mayor and City Clerk to execute the appropriate document 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.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Blakely Avenue: Elm Avenue to Pleasant Street to Bailey Excavating, Inc. of Jackson, Michigan and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ISSUE STATEMENT

On August 9, 2022, City Council held a public hearing of necessity and adopted a resolution ordering the Street Reconstruction with Water and Sanitary Sewer Replacement on Blakely Avenue: Elm Avenue to Pleasant Street. On November 16, 2023, bids were opened in Purchasing for the construction.

DESCRIBE THE CONSEQUENCES

Engineering records show that the water main on Blakely Avenue was originally constructed in approximately 1926. There is no record of Blakely from Orange Street to Pleasant being assessed for street construction. During the Facilities Plan a new storm sewer was built on Blakely and the street was overlaid in 1979. The road was crack sealed in 1997. The original 8" clay sanitary sewer was built on Blakely from Orange to Pleasant in 1925. In 1956 an 18" concrete relief sewer was built when the City still had combined storm/sanitary sewers. This concrete pipe is now a sanitary sewer.

The asphalt pavement and concrete curb on Blakely from Elm to Orange was then constructed in 1947. Even though a new PVC sanitary sewer was installed in 1979, the houses are still connected to the original clay sewer which was installed in 1926.

The current PASER rating on Blakely is a 2. If the street construction is not awarded, there will be no changes to the street, water or sewer conditions.

The Engineer's estimate for this project is \$1,092,465.90. Bids are as follows:

<u>Company</u>	<u>Bid</u>
Bailey Excavating, Inc., Jackson, MI	\$873,828.26
Concord Excavating and Grading, Concord, MI	\$1,061,437.67
Leavitt & Stark Excavating, Lansing, MI	\$1,112,258.19

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

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

- A) Price (25%)
- B) Corporate Accountability (25%)
- C) Workplace Safety (25%)
- D) Workforce Development (15%)
- E) Social Equity (10%)

<u>Company</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>Total</u>
Bailey Excavating	25	25	25	15	10	100
Concord Excavating	20.58	24	23	15	9	91.58
Leavitt & Stark	19.64	25	25	15	10	94.64

OWNERSHIP

Engineering is responsible for the street reconstruction projects in the City. Engineering proposes to reconstruct the roadway with new curb and gutter, new gravel base and new hot mix asphalt. The antiquated water main will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. One new sanitary sewer will be built to replace the 8" clay and 18" concrete sewers on Blakely between Orange and Pleasant. The sanitary sewers from the houses on Blakely between Elm and Orange will be connected to the newer sanitary sewer and the old clay pipe will be abandoned.

SOLUTION

To get the roadway reconstructed it is the request of Engineering in concurrence with the Purchasing Agent that this contract be awarded to Bailey Excavating, Inc.

FACILITATE IMPLEMENTATION

Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Blakely Avenue: Elm Avenue to Pleasant Street to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$873,828.26 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ATTACHMENTS

1. Engineering Contract Award Blakely Constr attachments

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: NOVEMBER 16, 2023

In compliance with your invitation for bids dated October 17, 2023 to perform **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

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: Jacob W. Bailey

Signed By: _____

Its: Vice President/Manager/Estimator

BID SHEET

DATE:

PROPOSAL FOR: 23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.

Date

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	\$50,000.00	\$50,000.00
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	6.00	\$1,250.00	\$7,500.00
003	2030011	Dr Structure, Rem	Ea	13.00	\$500.00	\$6,500.00
004	2030015	Sewer, Rem, Less than 24 inch	Ft	1,108.00	\$48.10	\$53,294.80
005	2040020	Curb and Gutter, Rem	Ft	730.00	\$8.34	\$6,088.20

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
006	2040055	Sidewalk, Rem	Syd	215.00	\$7.60	\$1,634.00
008	2040080	Exploratory Investigation, Vertical	Ft	14.00	\$125.00	\$1,750.00
009	2047001	Pavt, Sawcut	Ft	225.00	\$4.81	\$1,082.25
010	2047011	Driveway, Rem	Syd	242.00	\$8.11	\$1,962.62
011	2047011	Pavt, Rem, Modified	Syd	7.00	\$9.80	\$68.60
012	2050018	Excavation, Rock	Cyd	4.00	\$100.00	\$400.00
013	2057002	Roadway Grading, Special	Sta	6.50	\$3,600.00	\$23,400.00
014	2057021	Flowable Fill, Non- Structual	Cyd	4.50	\$190.00	\$855.00
015	2057021	Subgrade Undercutting, 1 x 3	Cyd	168.00	\$58.50	\$9,828.00
016	2080016	Erosion Control, Gravel Access Approach	Ea	2.00	\$1,500.00	\$3,000.00
017	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	12.00	\$95.00	\$1,140.00
018	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	4.00	\$95.00	\$380.00
019	2090001	Project Cleanup	LSUM	1.00	\$5,000.00	\$5,000.00
020	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	2,519.00	\$13.60	\$34,258.40
021	4021260	Trench Undercut and Backfill	Cyd	5.00	\$35.00	\$175.00
022	4027001	Sewer Backfill, Class II	Ft	174.00	\$23.18	\$4,033.32
023	4027001	Sewer, CL E, 12 inch	Ft	138.00	\$60.25	\$8,314.50
024	4027001	Sewer, CL E, 18 inch	Ft	16.00	\$74.74	\$1,195.84
025	4030308	Dr Structure, Tap, 8 inch	Ea	3.00	\$375.00	\$1,125.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
026	4030312	Dr Structure, Tap, 12 inch	Ea	1.00	\$425.00	\$425.00
027	4037050	Catch Basin Cover, Curb	Ea	5.00	\$885.00	\$4,425.00
028	4037050	Catch Basin Cover, Drive	Ea	2.00	\$950.00	\$1,900.00
029	4037050	Catch Basin, 24 inch dia	Ea	1.00	\$1,400.00	\$1,400.00
030	4037050	Catch Basin, 48 inch Dia	Ea	7.00	\$2,788.00	\$19,516.00
031	4037050	Mh Cover, Std	Ea	7.00	\$600.00	\$4,200.00
032	4037050	Storm Manhole, 60 inch Dia	Ea	1.00	\$4,460.00	\$4,460.00
033	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	14.00	\$800.00	\$11,200.00
034	4037050	Utility Structure Cover, Temp Lower, Modified	Ea	4.00	\$475.00	\$1,900.00
035	5010025	Hand Patching	Ton	5.00	\$265.00	\$1,325.00
036	5017011	HMA Surface, Rem, Modified	Syd	1,978.00	\$6.82	\$13,489.96
037	5017031	HMA, 13A	Ton	432.00	\$141.60	\$61,171.20
038	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	184.00	\$57.60	\$10,598.40
039	8020038	Curb and Gutter, Conc, Det F4	Ft	954.00	\$31.20	\$29,764.80
040	8027001	Driveway Opening, Conc, Det L	Ft	194.00	\$31.20	\$6,052.80
041	8030010	Detectable Warning Surface	Ft	60.00	\$48.00	\$2,880.00
042	8030030	Curb Ramp Opening, Conc	Ft	84.00	\$31.20	\$2,620.80
043	8030044	Sidewalk, Conc, 4 inch	Sft	1,519.00	\$4.80	\$7,291.20
044	8030046	Sidewalk, Conc, 6 inch	Sft	1,309.00	\$5.16	\$6,754.44

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
045	8032002	Curb Ramp, Conc, 6 inch	Sft	742.00	\$7.34	\$5,446.28
047	8100371	Post, Steel, 3 pound	Ft	14.00	\$14.40	\$201.60
048	8100402	Sign, Type III, Erect, Salv	Ea	1.00	\$240.00	\$240.00
049	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	15.00	\$94.50	\$1,417.50
050	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	15.00	\$4.50	\$67.50
051	8120026	Pedestrian Type II Barricade, Temp	Ea	10.00	\$85.50	\$855.00
052	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50.00	\$24.30	\$1,215.00
053	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	\$1.80	\$90.00
054	8120170	Minor Traf Devices	LSUM	1.00	\$5,000.00	\$5,000.00
055	8120310	Sign Cover	Ea	2.00	\$100.00	\$200.00
056	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	578.00	\$4.62	\$2,670.36
057	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	578.00	\$0.45	\$260.10
058	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	10.00	\$4.74	\$47.40
059	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	10.00	\$0.45	\$4.50
060	8120370	Traf Regulator Control	LSUM	1.00	\$2,500.00	\$2,500.00
061	8150001	Site Preparation, Max \$2,000.00	LSUM	1.00	\$2,000.00	\$2,000.00
062	8150002	Watering and Cultivating, First Season, Min \$1,000.00	LSUM	1.00	\$1,000.00	\$1,000.00
063	8150003	Watering and Cultivating, 2nd Season, Min \$1,000.00	LSUM	1.00	\$1,000.00	\$1,000.00
064	8157050	Acer rubrum Bowhall, 2- 1/2 inch	Ea	2.00	\$1,500.00	\$3,000.00

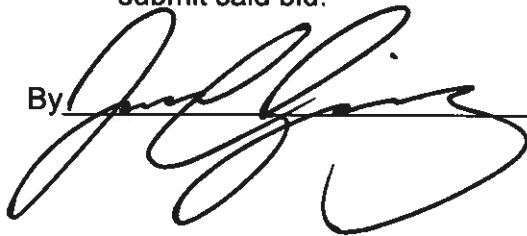
ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
065	8157050	Gleditsia triacanthos Inermis Skyline, 2-1/2 inch	Ea	2.00	\$1,500.00	\$3,000.00
066	8157050	Platanus x ocerifolia, 2- 1/2 inch	Ea	2.00	\$1,500.00	\$3,000.00
067	8167011	Turf Establishment, Performance	Syd	933.00	\$7.20	\$6,717.60
068	8230091	Hydrant, Rem	Ea	1.00	\$750.00	\$750.00
069	8230391	Gate Box, Adj, Temp, Case 1	Ea	5.00	\$425.00	\$2,125.00
070	8237001	Hydrant Extension	Ft	1.00	\$450.00	\$450.00
071	8237001	Tracer Wire, Modified	Ft	709.00	\$1.50	\$1,063.50
072	8237001	Water Main Backfill, Class II	Ft	709.00	\$37.11	\$26,310.99
073	8237001	Water Main, 6 inch	Ft	10.00	\$134.81	\$1,348.10
074	8237001	Water Main, 8 inch	Ft	699.00	\$119.48	\$83,516.52
075	8237001	Water Main, Rem	Ft	168.00	\$39.90	\$6,703.20
076	8237001	Water Serv Pipe, Cu, 1 inch	Ft	220.00	\$27.00	\$5,940.00
077	8237050	Bond restoration	Ea	9.00	\$450.00	\$4,050.00
078	8237050	Electrical Permit Acquisition and Compliance	Ea	9.00	\$450.00	\$4,050.00
079	8237050	Gate Box, Adj, Case 1, Modified	Ea	5.00	\$625.00	\$3,125.00
080	8237050	Gate Valve and Box, 8 inch, Modified	Ea	4.00	\$2,674.00	\$10,696.00
081	8237050	Hydrant Assembly	Ea	1.00	\$6,516.00	\$6,516.00
082	8237050	Plumbing Permit Acquisition and Compliance	Ea	9.00	\$450.00	\$4,050.00
083	8237050	Sanitary Sewer Service Connection with 15 inch by 6 inch Wye	Ea	7.00	\$1,600.00	\$11,200.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
084	8237050	Sewer Lateral Repair	Ea	1.00	\$575.00	\$575.00
085	8237050	Tracer Wire Grounding Rod	Ea	5.00	\$115.00	\$575.00
086	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	8.00	\$225.00	\$1,800.00
087	8237050	Wall Penetration Sleeve, Sch 40 PVC, 2 inch	Ea	1.00	\$250.00	\$250.00
088	8237050	Water Main Cut and Plug, 6 inch	Ea	4.00	\$700.00	\$2,800.00
089	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	3.00	\$5,000.00	\$15,000.00
090	8237050	Water Main, Connect New 8 inch to Existing 8 inch	Ea	1.00	\$5,000.00	\$5,000.00
091	8237050	Water Meter	Ea	9.00	\$275.00	\$2,475.00
092	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	9.00	\$275.00	\$2,475.00
093	8237050	Water Serv, 1 inch	Ea	7.00	\$2,900.00	\$20,300.00
095	8237050	Water Serv, Long, 1 inch	Ea	2.00	\$3,500.00	\$7,000.00
096	8237050	Water Service, Abandon, Two inch Diameter or Less	Ea	9.00	\$250.00	\$2,250.00
097	8257001	Sanitary Sewer Backfill, Class II	Ft	648.00	\$79.05	\$51,224.40
098	8257001	Sanitary Sewer, SDR 26 PVC, 15 inch	Ft	520.00	\$136.57	\$71,016.40
099	8257001	Sanitary Sewer, SDR 26 PVC, 8 inch	Ft	128.00	\$85.81	\$10,983.68
100	8257001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	165.00	\$86.30	\$14,239.50
101	8257050	Concrete Encasement	Ea	2.00	\$850.00	\$1,700.00
102	8257050	Sanitary Manhole, 48 inch dia	Ea	3.00	\$3,895.00	\$11,685.00
103	8257050	Sanitary Manhole, 60 inch dia	Ea	2.00	\$5,766.00	\$11,532.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
104	8257050	Sanitary Manhole, Add Depth of 48 inch dia, 8 foot to 15 foot	Ea	4.00	\$395.00	\$1,580.00
105	8257050	Sanitary Sewer Service Connection with 8 inch by 6 inch Wye	Ea	8.00	\$1,280.00	\$10,240.00
106	8267030	Water Main Fittings, DI	Lb	600.00	\$4.90	\$2,940.00
TOTAL					\$873,828.26	
TOTAL BID WRITTEN OUT:						
Eight Hundred Seventy Three Thousand Eight Hundred Twenty Eight Dollars and Twenty Six Cents						
Submitted Bid:		\$873,828.26				
Labor Costs:		\$285,000.00				
Materials Costs:		\$215,000.00				
Equipment Costs:		\$100,000.00				
Possible Change Orders:		No fore seen change orders at this time *Subcontractors cost not in breakdown				
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:		jacobbailey@bailey-excavating.com rhondablair@bailey-excavating.com				
Federal ID Number:		38-2009278				

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Bid Signed By:		Jacob W. Bailey				Print or Type
Title:		VP/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  Its VP/Manager/Estimator

CONTRACT COMPLIANCE

DATE: October 17, 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

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

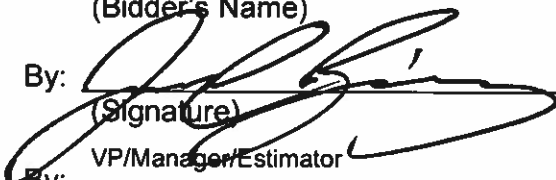
In connection with this commitment Jacob W. Bailey understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: November 16, 2023

By: Jacob W. Bailey

(Bidder's Name)

By: 

(Signature)

By: VP/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:

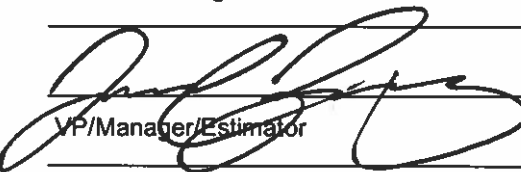
Jacob W. Bailey-Bailey Excavating, Inc.

ADDRESS:

1073 Toro Drive

Jackson, Michigan 49201

SIGNED BY:



TITLE:

VP/Manager/Estimator

DATE:

November 16, 2023

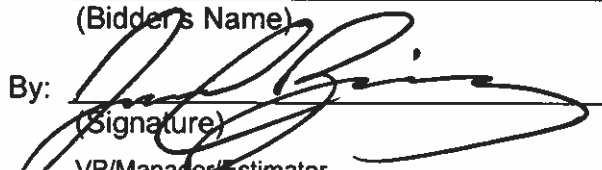
CERTIFICATION OF NONSEGREGATED FACILITIES

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: November 16, 2023

By: Jacob W Bailey

(Bidder's Name)

By: 

(Signature)

By: VP/Manager/Estimator

(Title)

1073 Toro Drive

Address

Jackson

City

Michigan 49201

State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
COUNTY OF Jackson) ss

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

1. He is VP/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: November 16, 2023

By: Bailey Excavating, Inc.
(Company)

By: [Signature] VP/Manager/Estimator
(Title)

Subscribed and sworn to before me, a Notary Public, this 16th day of November, 2023.

[Signature: 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 _____

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.

T&D Concrete

Concrete Items

DBE*

Spartan Barricading & Traffic

Barricades & Signage

CHOP-Tree Removal

Cochran Electric

Electrical

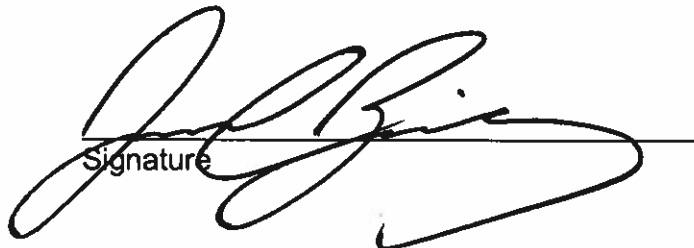
RIGHT TO KNOW CONTRACTOR RELEASE FORM

I, Jacob W. Bailey an authorized representative of Bailey Excavating, Inc.
am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated November 16, 2023


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

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

Contract or matter pending with the City:

I, Jacob W. Bailey, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative¹ or immediate family member² 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: _____

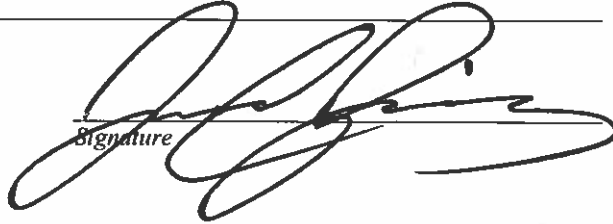
The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

- ☒ None of the above apply.

Dated:

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)


Signature

The foregoing instrument was acknowledged before me this 16th day of November, 2023,
By 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.

Jacob W. Bailey-VP/Manager/Estimator

Name and Title of Authorized Representative

Bailey Excavating, Inc.

Name of Participant/Agency or Firm

Signature of Authorized Representative

11/16/2023

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

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- 23-04A Blakely Avenue Reconstruction Elm to Pleasant / Grading & HMA Paving, Watermain & Sanitary, Curb & Gutter
(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 16th day of November

, 2023

(Witness)

(Witness)

Kim Bennett

Bailey Excavating, Inc.

(Principal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Title) Ian T Foster

(Seal)

(Seal)

, Attorney-in-Fact



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 **IAN 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 **16th** day of **November**, 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.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Bailey Excavating, Inc.
2. Established: Year 1973 Number of Employees 45
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ 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: City of Jackson

Address: 161 W. Michigan Ave-Jackson, MI 49201

Phone: 517-768-6075

Contact: Troy White

Type of Work: Street Construction & Utilities

Budget: \$1,801,148.56

5.2 Company Name: City of Ann Arbor

Address: 301 E. Huron-Ann Arbor, MI 48104

Phone: 734-794-6410

Contact: Theresa Bridges

Type of Work: Street Reconstruction & Utilities

Budget: \$1,301,886.15

5.3 Company Name: City of Ann Arbor

Address: 301 E. Huron-Ann Arbor, MI 48104

Phone: 734-794-6410

Contact: Tracy Anderson

Type of Work: Street Construction & Utilities

Budget: \$1,363,191.97

I certify that all of the information provided is true and answered to the best of my ability.

Signed

Title VP/Manager/Estimator

Name Jacob W. Bailey

Date November 16, 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:	Bailey Excavating, Inc.
ADDRESS:	1073 Toro Drive
CITY, STATE, ZIP:	Jackson, MI 49201
TELEPHONE:	517-750-3030
OFFICERS:	
President: John W. Bailey	Email Address: jbailey@bailey-excavating.com
Vice President: Mark Magner-Jacob Bailey	Email Address: markmagner@bailey-excavating.com
Secretary: Jacob W. Bailey	Email Address: jacobbailey@bailey-excavating.com
Treasurer: Jordan W. Bailey	Email Address: jordanbailey@bailey-excavating.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 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, Michigan Laborers-JAC #MI007970001, MDOT OJT, Asbestos Training, Hazmat Training, First Aide Training

CRITERIA 4:

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

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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



LIESL EICHLER CLARK
DIRECTOR

February 19, 2019

Mark E. Magner
1446 Ambs Drive
Jackson, MI 49201

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

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

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

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY	
This is to certify that	
Mark E. Magner	
is qualified under the rules governing certification to operate any facility listed under the classification	
STORM WATER MANAGEMENT – CONSTRUCTION SITE	
A-1j	
CERTIFICATE NO. C- <u>09894</u>	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)	

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL REPORT

for

BAILEY EXCAVATING, INC.

ID Number: 800131710

received by electronic transmission on January 30, 2023 , is hereby endorsed.

Filed on January 30, 2023 , 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 30th day of January, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



CITY OF ANN ARBOR

100 North Fifth Avenue

Ann Arbor, Michigan 48107-8647

Phone: (734) 794-6267 Fax: (734) 994-8460

SEWER INSTALLER CONTRACTOR CONT-191167

ISSUE: 11/15/2019

EXPIRE: 03/31/2023

CONTRACTOR INFORMATION

Bailey Jacob

1073 Toro Dr.

Jackson, MI 49201

(517) 750-3030 FAX: na

Driver's License: B400356887564

Birthdate: 07/17/1992

License #:

Federal ID: na

Liability:

Workers Comp:

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

**Glen Dempsey
Building Official**

Jackson County Health Department

Sewage System Installer License

Bailey Excavating

License #344

Valid for Calendar Year
2023



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 16, 2022

Certificate of Training

This Certifies That

Mark E. Magner

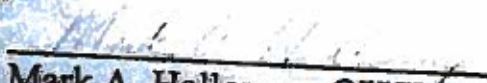
*has completed 8-hours of Asbestos Awareness
Training for Class II Asbestos Work Involving
Cementitious Asbestos Pipe in accordance with
OSHA's Asbestos Standard for Construction
29 CFR 1926.1101*

presented by:

SOIL AND MATERIALS ENGINEERS, INC.



April 15, 2004
Course Date


Mark A. Halloway, OHST

CERTIFICATE

Of

COMPLETION



Mark Wagner

is recognized for their successful completion of

MISS DIG 811 Certification



PRESENTED BY:

Gwen Knowles
Gwen Knowles, Education and Training Manager

ON THIS DAY:

September 7, 2017

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

TYLER A DARNELL

for successful completion of

Hazardous Materials Technician

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



Date

APRIL 2019

Course Hours

40 HR HAZWOPER

Location

**ANN ARBOR
MICHIGAN**

**Perry C. Beaty
Course Director
Hazmat Responder Network**

**HRN 19361
Certificate Number
Hazmat Responder Network**

HAZMAT RESPONDER NETWORK

Certificate Of Completion

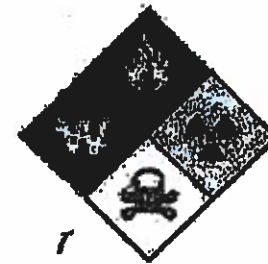
Awarded to

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
APRIL 2019

Course Hours
40 HR HAZWOPER

Location
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 (b)*



Date	Course Name	Location
APRIL 2013	48 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beary
Course Director
Hazard Response Network

JUN 1999
Course Number
Hazard Response Network



Steve Bliss

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is valid if more than one box is checked. Check boxes reflect CPR AED options.

ADULT FIRST AID | CPR AED

Dean Fuerst

Authorized Instructor (Print Name)

1014719

Registry No.

05/12/23

Class Completion Date

248-926-8660

Training Center Phone No.

05/12/25

Expiration Date

QUA 483

Training Center I.D.

This Adult First Aid | CPR AED training program conforms with the 2020 American Heart Association (AHA) Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care and the 2020 AHA and American Red Cross Focused Update for First Aid. This training program was not designed to meet pediatric first aid training requirements and should not be used for that purpose.

Expiration date may not exceed two years from month of class completion.



Fred Carpenter

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Expiration date may not exceed two years from month of class completion.



Mike CRABTREE

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Tyler Dathell

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Expiration date may not exceed two years from month of class completion.



William Davis

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Yenquier R Jorge

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Expiration date may not exceed two years from month of class completion.



Joseph Kemplin

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Steve Logan

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Expiration date may not exceed two years from month of class completion.



Raymond Pankhurst

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is void if more than one box is checked. Check boxes reflect CPR AED options

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Dean Fuerst

Authorized Instructor (Print Name)

1014719

Registry No.

05/12/23

Class Completion Date
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05/12/25

Expiration Date
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Expiration date may not exceed two years from month of class completion.



Conner Peters

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

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Matt Sherman

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

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Expiration date may not exceed two years from month of class completion.



CHAD WRIGHT

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is void if more than one box is checked. Check boxes reflect CPR AED options

ADULT FIRST AID | CPR AED

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Authorized Instructor (Print Name)

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05/12/23

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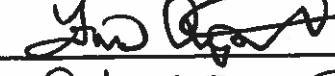
Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

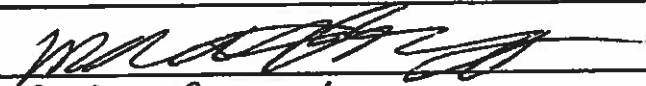
Employee Name

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
Havens - Mike
Hawley - Kamerin
Hunt - Brady
Irish - Joe
Irving - Mark
Jorge - Yenquier
Kemplin - Joey
Ley - Bob
Logan - Steve
McArthur - Elijah
Mena - Juan
Merritt - Todd
Nevins - Tim

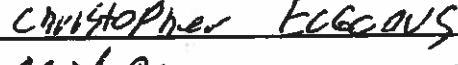
Signature

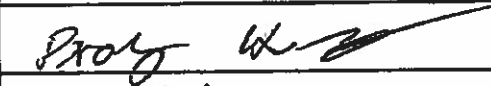
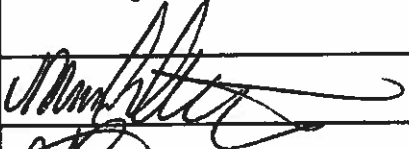


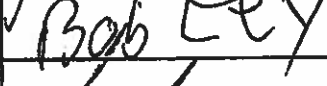



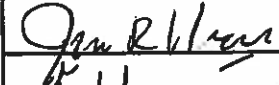
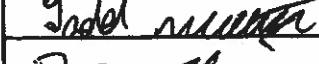







Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

Pancake - Sam
Pankhurst - Ray
Parker - Pat
Peters - Conner
Reams - Heath
Rowland - Tom
Sherman - Matt
Swartz - Kirk
Wright - Chad

Sam Pancake
Ray Pankhurst
Pat Parker
Conner Peters
Heath Reams
Tom Rowland
Matt Sherman
Kirk Swartz
Chad Wright

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☐ NONE

See Attached-Dismissed from complaint

CRITERIA 9:

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

☐ NONE

See Attached



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

November 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

MURRAY D. VANWAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909
www.michigan.gov • (517) 373-2090

LH-LAN-0(01/11)



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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

Report Period 8/7/2018 - 11/4/2019		CPE Number 8	Contractor.. Bailey Excavating, Inc.	
CPE Date 12/11/2019	Report Type Final		Contractor Type Prime	Subcontract Amount
Form Version 082307	Route	District 08022	Business Enterprise Type	
Location 4th Street from Audubon Boulevard to Horton Road.			Work Type	
Evaluator JPN, Jim P Neff (MSG)	Current Contract Amount \$1,324,789.54		Managing Office The Mannik & Smith Group, Inc.	
Entered By CEB, Carrie E Baker			Revised By	Revision Date Rev. No.
County(s) 08				
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	

Contract: 38000-130214

CPE Number: 8

CPE Form Version: 082307

Page 1 of 3



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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	



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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 14:42:37 -05'00'	
Construction/Project Engineer	(Date)
Kelby Wallace PE	
TSC Manager: Kelby Wallace - Jackson TSC	(Date)



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

No. 6

11/16/2023

Re: 23-04B Oakridge Drive Reconstruction from Glen to Grovedale

Proposed Subcontractors:

Concrete: T&D Concrete DBE**

Barricades/Signs: Spartan Barricading & Traffic

Electric: Cochran Electric

Tree Removal: CHOP

An Equal Opportunity Employer

7.



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
Vice President



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 Buonadono 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

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, 2028



Anna P. Nowik

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 undertaking 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

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.

8.

LAW OFFICES

ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK PLC

408 SOUTH JACKSON STREET
POST OFFICE BOX 450

JACKSON, MICHIGAN 49204-0450

WILLIAM H. ABBOTT
KEVIN M. THOMSON
CLYDE W. MAULDIN
KURT J. PARKER
BRENDON R. BEER
STEVEN G. RICK
RICHARD C. LINDESEY, JR.

TELEPHONE (517) 787-8570

FAX (517) 787-8571

STEPHANIE S. SCHENKEL
PARALEGAL

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
Lansing, Michigan 48910-1650
(517) 702-7056
Yolanda.bennett@lbwl.com

William D. Tomblin (P40540)
William D. Tomblin & Associates
Co-Counsel for Defendant Land One, LLC
P.O. Box 4783
East Lansing, Michigan 48826
(517) 349-8000
wtdomblaw@aol.com

Kurt J. Parker (P38259)
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & RICK, PLC
Attorney for Defendant Bailey Excavating, Inc.
405 S. Jackson Street, P.O. Box 450
Jackson, Michigan 49204-0450
(517) 787-8570
kparker@atbplclaw.com

Kurt Hatfield (P51927)
Kurt Hatfield, Attorney at Law, PLC
Co-Counsel for Defendant Land One, LLC
360 E. Allegan Street, Suite C
Otsego, Michigan 49078
(269) 355-6054
kurthatfield@gmail.com

**ORDER GRANTING MOTION FOR SUMMARY DISPOSITION
AS TO BAILEY EXCAVATING, INC.**

At a session of said Court, held in the Ingham
County Courthouse, in the City of Mason,
Michigan, on July 12, 2021.

PRESENT: Honorable Donald L. Allen, Jr., District Court Judge

This matter having come before this Honorable Court on Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition; the Court having considered same; oral arguments having been heard by the Court; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition is hereby GRANTED.

IT IS FURTHER ORDERED that this matter shall be and is hereby dismissed as to Bailey Excavating, Inc., with prejudice.



Hon. Donald L. Allen, Jr.
District Court Judge



Occupational Safety and Health Administration

[OSHA](#) [STANDARDS](#) [ENFORCEMENT](#) [TOPICS](#) [HELP AND RESOURCES](#) [NEWS](#)

Q SEARCH OSHA

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



Occupational Safety and Health
Administration
1400 Constitution Avenue NW
Washington, DC 20310
☎ 202-219-6742 (Toll Free)
TTY
[www.osha-slc.gov](#)

FEDERAL GOVERNMENT

White House
Executive Order and Executive Memoranda
Presidential
Executive Order and Executive Memoranda
Presidential
USA.gov
The President's Office

OCCUPATIONAL SAFETY AND HEALTH

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A-Z Index
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Subscribe to the OSHA Newsletter
OSHA Publications
OSHA Training Center

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Helping Us Serve You
Accessibility Statement

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	300-00

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	300-00


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

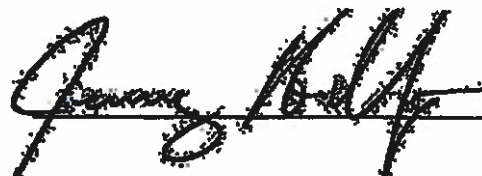
Type of Violation: Other-than-Serious

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.

John Bailey 9-9-21



Authorized Signature

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Page 5 of 6

MIOSHA-2 (Rev. 09/19)

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)
05/24/2023

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 Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME Eric Jenks	
	PHONE (A/C, No, Ext): 517-783-2608	FAX (A/C, No): 517-783-4674
INSURED Bailey Excavating, Inc. 1073 Toro Dr. Jackson, MI 49201	E-MAIL ADDRESS: Eric@barkerweber.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Automobile Mutual Insurance Company	NAIC # 25135
	INSURER B: Accident Fund Insurance Company	10166
	INSURER C: Admiral Insurance Company	
	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 SUBR INSD 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	06/01/2023	06/01/2024	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	10081708CA	06/01/2023	06/01/2024	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 RETENTIONS 0	Y Y	PBP2728202	06/01/2023	06/01/2024	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	100033480	06/01/2023	06/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment		PBP2728202	06/01/2023	06/01/2024	Policy Limit - \$58,928.8 Deductible \$2.50
C	Pollution Liability		FEIECC2687001	11/25/2022	11/25/2023	Each Occurrence \$1,000,000 Policy Aggregate \$2,000,000

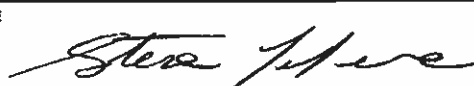
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 23-03 HMA Patching

City of Jackson, its officers, employees, agents, and representatives are included as additional insured as respects to General Liability. Additional insured status is provided to the City of Jackson as respects Pollution liability. County of Jackson is named as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Jackson 161 W Michigan Ave Jackson, MI 49201	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 - ENG22-01 West Avenue Water Main Replacement - 23-03 HMA Patching
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.

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
	- 23-03 HMA Patching
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.

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.

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.

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.

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.

SA1008 (03/03) Page 1 of 1
SA1008-200303

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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 subcontractors will not be misclassified as independent contractors in violation of any state or federal law.


Rhonda L. Blair/Executive Financial 4/14/2022
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 • 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

15.

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

FORM 3029
REMITTANCE REPORT

REV. 5/23

EMPLOYERS MONTHLY
FRINGE BENEFIT
REPORT

ALL CONTRIBUTIONS ARE DUE BY THE 15th
OF THE MONTH FOLLOWING THE MONTH WORKED

NAME OF COMPANY BAILEY EXCAVATING, INC.		CONTRACTOR CODE NUMBER 013075		WORK MONTH (MONTH/YEAR) 10 / 23	
ADDRESS 1073 TORO DR.		TELEPHONE 517-750-3030		EMPLOYER IDENTIFICATION NUMBER (EIN) 38-2009278	
CITY AND STATE JACKSON, MI 49201	ZIP 49201	SPECIAL AGMT / JOB SITE (IF APPLICABLE) ☐ NMA ☐ GPPMA			

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	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.19	-----	\$1.10
	AX Small equipment addendum	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
B	B MUCG Underground Agreement	9-1-22	\$8.40	\$13.95	\$0.45	15%	\$0.05	\$1.00	\$0.05	\$0.03	\$0.16	\$0.06	\$1.00
	BK Class V Operator	9-1-22	\$6.50	\$4.00	----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.06	\$1.00
C	C AGC - Outstate Addendum	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.16	-----	\$1.00
	CX Small equipment addendum	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
D	D Distribution and Communications	5-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.05	\$0.14	-----	\$1.00
	DX Cable-Com-Utility Engineer	5-1-23	\$6.50	\$3.00	----	15%	-----	\$0.25	\$0.10	\$0.05	-----	-----	\$1.00
E	E AGC - Upper Peninsula	5-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	-----	-----	\$0.75
	EX Class E Operator	5-1-23	\$6.65	\$4.00	\$0.10	15%	-----	\$0.90	\$0.10	\$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	H Highway, Bridge & Airport Agmt.	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.03	\$0.16	\$0.10	\$1.00
	HX Class V Operator	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$0.03	-----	\$0.10	\$1.00
H U.P.	HU Highway, Bridge & Airport Agmt.	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.08	\$0.16	\$0.05	\$1.00
	HUX Class V Operator	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$0.08	-----	\$0.05	\$1.00
J	J Great Lakes Fab & Erector Assn	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.36	\$0.19	-----	\$1.00
	JX Oilier-Ground Man etc.	6-1-23	\$6.65	\$4.00	----	15%	-----	\$0.65	\$0.10	\$0.36	\$0.14	-----	\$1.00
K	K Floating - Grt. Lakes & Marine	6-1-23	\$8.55	\$13.95	\$0.45	\$7.27	\$0.05	\$1.20	\$0.10	-----	\$0.25	-----	\$1.00
	-												
O	O Owner - Operator	6-1-23	\$8.55	\$13.95	\$0.45	-----	-----	\$1.20	\$0.10	-----	\$0.19	-----	\$1.10
	-												
S	S Shop Agreement												
	-												
U	U CAM - S E Michigan	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.19	-----	\$1.10
	UX Small equipment addendum	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
V	V CAM - Outstate Addendum	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.16	-----	\$1.00
	VX Small equipment addendum	6-1-23	\$8.65	\$4.00	----	15%	-----	\$0.70	\$0.10	\$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:	Omit ↓	REMITTANCE FRINGE BENEFIT FUND	CONTRIBUTION RATES K/Mark X Above	MULTIPLIER (TOTAL HRS/WGS From Reverse Side)		AMOUNT	ADJUSTMENTS	TOTAL
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 248-836-2785 to learn how. You can even upload your monthly payroll files with no manual data entry!!		HEALTH CARE	\$ 8.55	x	3,031.75	PAID HOURS	\$ 25,921.46	\$ 25,921.46
		PENSION	\$ 13.95	x	3,031.75	PAID HOURS	\$ 42,292.91	\$ 42,292.91
		RETIREE BENEFIT	\$ 0.45	x	3,031.75	PAID HOURS	\$ 1,364.29	\$ 1,364.29
		VACATION	15.00%	x	115,286.96	BASE WAGES	\$ 17,293.04	\$ 17,293.04
		SUPPLEMENTAL VACATION	\$ 0.05	x	3,031.75	PAID HOURS	\$ 151.59	\$ 151.59
		APPRENTICE & TRAINING	\$ 1.20	x	3,031.75	PAID HOURS	\$ 3,638.10	\$ 3,638.10
		IUOE NTF	\$ 0.10	x	3,031.75	PAID HOURS	\$ 303.18	\$ 303.18
		ADVANCEMENT OR PROMOTION	\$ 0.03	x	3,031.75	PAID HOURS	\$ 90.95	\$ 90.95
		324 LABOR MGMT EDUCATION COMM.	\$ 0.16	x	3,031.75	PAID HOURS	\$ 485.08	\$ 485.08
		INDUSTRY LABOR MANAGEMENT FUND	\$ 0.10	x	3,031.75	PAID HOURS	\$ 303.18	\$ 303.18
Rev 5-12-2023 (interactive)		DEFINED CONTRIBUTION PLAN	\$ 1.00	x	3,031.75	PAID HOURS	\$ 3,031.75	\$ 3,031.75

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

FORM 3029 REV. 5/23
EMPLOYEE DETAIL REPORT
FOR
EMPLOYERS' MONTHLY
FRINGE BENEFIT REPORT

CONTRACTOR'S NAME	CONTRACTOR NUMBER	WORK MONTH	NUMBER OF PAGES THIS REPORT	2
BAILEY EXCAVATING, INC.	013075	10/23		

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 assessed 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 248-838-2785, 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 of 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

[illegible]

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		SOCIAL SECURITY NUMBER	HOURS		VACATION AMOUNT	GROSS WAGES
LAST	INT		WORKED	PAID		
BLODGETT	B D		167.5	178	\$ 827.71	\$ 4,960.97
DOUBLE	L A		177.5	189.63	\$ 881.76	\$ 5,591.37
EUBANKS	C		14.5	14.5	\$ 67.43	\$ 404.11
HAWLEY	T L		135.5	137	\$ 637.06	\$ 3,818.22
KERR	J M		6.5	6.5	\$ 30.23	\$ 191.56
MENA	J R		145	146.5	\$ 681.23	\$ 4,170.88
NEVINS	T C		155	156.5	\$ 727.74	\$ 4,455.59
OLMSTEAD	G S					
PANCAKE	S W		6.5	6.5	\$ 30.23	\$ 181.15
RUHL	T		7.5	7.5	\$ 34.88	\$ 209.03
SHEPHERD	W S		142	153.5	\$ 713.78	\$ 4,370.27
SLOAN	T L		113	119.75	\$ 556.85	\$ 3,409.36
VANHORN SR.	V C		6.5	6.5	\$ 30.23	\$ 181.15
TOTAL THIS PAGE			1077	1122.38	\$ 5,219.13	\$ 31,943.66

TYPE OF WORK OR AREA OF CONSTRUCTION

**MICHIGAN LABORERS' FRINGE BENEFIT FUNDS
CONTRIBUTION REPORT**

EMPLOYER I.D. NUMBER 00-0034800 191	TELEPHONE NUMBER 517-750-3030	HOURS x	RATE	= CONTRIBUTION	+/- ADJUSTMENT =	TOTAL																																																																																																
REPORT FOR THE WORK MONTH OF Oct-23		AREA (SEE REVERSE SIDE) Acct # 01981																																																																																																				
JOB SITE(CTY) OR UNION LOCAL NO. Local 499 - Zone 2 Jxn		TOTAL HOURS WKD (ALL PAGES) 1062.25																																																																																																				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">HEALTH CARE</td> <td style="width:10%;">1,062.25 x</td> <td style="width:10%;">\$ 6.00</td> <td style="width:10%;">=</td> <td style="width:10%;">6,373.50</td> <td style="width:10%;">+/-</td> <td style="width:10%;">=</td> <td style="width:10%;">6,373.50</td> </tr> <tr> <td>VACATION</td> <td>1,158.00 x</td> <td>\$ 4.40</td> <td>=</td> <td>5,095.20</td> <td>+/-</td> <td>=</td> <td>5,095.20</td> </tr> <tr> <td colspan="8">SEE LOCAL AGREEMENT</td> </tr> <tr> <td>PENSION</td> <td>1,062.25 x</td> <td>\$ 7.00</td> <td>=</td> <td>7,435.75</td> <td>+/-</td> <td>=</td> <td>7,435.75</td> </tr> <tr> <td>TRNG-APPR</td> <td>1,062.25 x</td> <td>\$ 0.45</td> <td>=</td> <td>478.01</td> <td>+/-</td> <td>=</td> <td>478.01</td> </tr> <tr> <td>LABOR MGMT</td> <td>1,062.25 x</td> <td>\$ 0.45</td> <td>=</td> <td>478.01</td> <td>+/-</td> <td>=</td> <td>478.01</td> </tr> <tr> <td>INDUSTRY</td> <td>1,062.25 x</td> <td>\$ 0.12</td> <td>=</td> <td>127.47</td> <td>+/-</td> <td>=</td> <td>127.47</td> </tr> <tr> <td>ANNUITY</td> <td>1,062.25 x</td> <td>\$ 1.00</td> <td>=</td> <td>1,062.25</td> <td>+/-</td> <td>=</td> <td>1,062.25</td> </tr> <tr> <td colspan="8"> NAME AND ADDRESS OF EMPLOYER BAILEY EXCAVATING, INC 1073 TORO DRIVE JACKSON, MI 49201 EFFECTIVE 6/1/23 Section H0 </td> </tr> <tr> <td colspan="4"> ☐ Final Report Discontinue Prebill ☐ No covered Employees This Month </td> <td colspan="3"> TOTALS </td> <td> 21,050.19 </td> </tr> <tr> <td colspan="4"></td> <td colspan="3"> +/- </td> <td> - </td> </tr> <tr> <td colspan="4"></td> <td colspan="3"> = </td> <td> \$21,050.19 </td> </tr> </table>							HEALTH CARE	1,062.25 x	\$ 6.00	=	6,373.50	+/-	=	6,373.50	VACATION	1,158.00 x	\$ 4.40	=	5,095.20	+/-	=	5,095.20	SEE LOCAL AGREEMENT								PENSION	1,062.25 x	\$ 7.00	=	7,435.75	+/-	=	7,435.75	TRNG-APPR	1,062.25 x	\$ 0.45	=	478.01	+/-	=	478.01	LABOR MGMT	1,062.25 x	\$ 0.45	=	478.01	+/-	=	478.01	INDUSTRY	1,062.25 x	\$ 0.12	=	127.47	+/-	=	127.47	ANNUITY	1,062.25 x	\$ 1.00	=	1,062.25	+/-	=	1,062.25	NAME AND ADDRESS OF EMPLOYER BAILEY EXCAVATING, INC 1073 TORO DRIVE JACKSON, MI 49201 EFFECTIVE 6/1/23 Section H0								☐ Final Report Discontinue Prebill ☐ No covered Employees This Month				TOTALS			21,050.19					+/-			-					=			\$21,050.19
HEALTH CARE	1,062.25 x	\$ 6.00	=	6,373.50	+/-	=	6,373.50																																																																																															
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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		SOCIAL SECURITY NUMBER	HOURS		VACATION AMOUNT	GROSS WAGES
LAST	INT		WORKED	PAID		
BLODGETT	B D					
DOUBLE	L A		7.5	8.5	\$ 37.40	\$ 231.87
EUBANKS	C		168.5	185.75	\$ 817.30	\$ 4,824.11
HAWLEY	T L					
KERR	J M		145	157.5	\$ 693.00	\$ 3,068.35
MENA	J R					
NEVINS	T C					
OLMSTEAD	G S		127.75	137.75	\$ 606.10	\$ 3,577.47
PANCAKE	S W		179.5	196.5	\$ 864.60	\$ 5,103.28
RUHL	T		145.5	156.75	\$ 689.70	\$ 4,070.91
SHEPHERD	W S		48.5	52.75	\$ 232.10	\$ 1,404.78
SLOAN	T L		69	74.5	\$ 327.80	\$ 1,983.99
VANHORN SR.	V C		171	188	\$ 827.20	\$ 4,882.54
TOTAL THIS PAGE			1062.25	1158	\$ 5,095.20	\$ 29,147.30

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

An Equal Opportunity Employer

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 Exoavating, 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 Transportation)
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. Pamall 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 Transportation
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

<u>Code</u>	<u>Aggregate</u>	<u>Source</u>	<u>Yr. LA tested</u>
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								
	Rap	2217	2370	2272	2218	Baghouse	Blend	Spec
Sieve								
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)

JOB MIX FORMULA (JMF) HMA FIELD COMMUNICATION

File 305

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 38102		JOB NUMBER 210047A		PROJECT ENGINEER Jason Fossitt			DATE EFFECTIVE 04/22/22	
CONTRACTOR Michigan Paving & Materials Co.				PLANT LOCATION Jackson			PLANT NUMBER 440-11	
TYPE OF MIXTURE 3EML (58-22) T2		MIX DESIGN NUMBER 22MD149		BINDER CONTENT METHOD vacuum		PLANT CERTIFICATION DATE 04/18/22		CONTRACTOR'S QC PLAN TO PROJECT ENGINEER ☒ YES ☐ NO
STAND. SPEC. DATE 2020		MIX SP. PROV. DATE 2020		QC/QA SP. PROV. DATE 09/17/21		VMA 13.94	VFA 78.52	% AIR VOIDS 3.00
						ANGULARITY 44.1		DUST CORR. N/A
Gmm 2.505	Gmb 2.430	Gb 1.030	Gss 2.725	Gsb 2.673	FINES / ASPHALT RATIO 1.08		COMPACTION TEMP. 278 F	MOIST TEMP. 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		AWt (Spec.)		AWt (Actual) NA		
CRUSHED 2 FACE				☒ QUALITY ASSURANCE TESTING		☐ REGULAR TESTING ☐ TESTING SPECIFIED BELOW		
BOND COAT		PRODUCER / LOCATION LTBC-2 / Michigan Paving & Materials / Alma, MI					CERTIFIED ☒ YES ☐ NO	
REMARKS For Shoulder								
JOB LOCATION I-94				TRAVELING MIX INSPECTOR (TMI) Melinda Maihofer			DATE 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

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 WEST AVE.	PROJECT ENGINEER HRC
CONCRETE SUPPLIER WILLBEE TRANSIT MIX		PLANT LOCATION 2323 BROOKLYN RD.	PLANT NUMBER 805
GRADE OF CONCRETE S2	PSI REQUIREMENT 3500PSI	MIX DESIGN NUMBER 13-0403S	INTENDED USE (S) CURB
PRIME / SUBCONTRACTOR(S) T & D CONCRETE		CONTRACTOR QC PLAN Y ☐ SUBMITTED? (MDOT use only) N ☐	
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		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	2.64	Specific Gravity (Bulk Dry) of F-T			
Sample*		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.

CEMENTITIOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE II
Cement Specific Gravity	3.15
Fly Ash Source (distributor & 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		I certify that all applicable standard test methods have been followed verifying the mix design and JMF:	
Total Water Weight	290	Signature	
Net Water Weight	242		
WC (as designed)	.46	MCA Level II Expiration Date: 04/15/23	
Air Entrainer (dosage)	3OZ/100WGT	Date: 04/04/22	
Water Reducer (dosage)			
Other (dosage)			

**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) 394-5798

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

Mix Submitted By: Wilbee Transit Mix
Supplier: Wilbee Transit Mix
Plant: Wilbee 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:	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-C111	06/24/21	7	4.00	8.00	12.57	U	44600	5	3550	Savana Bellows
04082444-10-C112	07/15/21	28	4.01	8.00	12.63	U	67530	3	5350	Jeffery Southcott
04082444-10-C113	07/15/21	28	4.02	8.00	12.69	U	62380	5	4910	Jeffery Southcott
04082444-10-C114	07/15/21	28	4.01	8.00	12.63	U	63080	5	4990	Jeffery Southcott
04082444-10-C115		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



Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

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.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
MIKE ROMKEMA
TROY WHITE

Project: MORRELL ST/STEWART AVE
JACKSON, MI

Approved Signatory: Joel Waller (Branch Manager)
Date of Issue: 11/9/2021

Mix Data

Mix Submitted By: Wilbee Transit Mix
Supplier: Wilbee Transit Mix
Plant: Wilbee 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
General Location: Corland Avenue, curb and gutter and concrete base
Sample Location: Curb and gutter
Curing Method: One day Field/Laboratory Cure
Field Sample No.: Initial Cure Temp (°F) High:
Low:

Specification: Mix Design

Measured Specified

Contractor: T & D Concrete Construction
Ticket no.: 1697121 Truck No.: 31
Sampled By: Kevin Trowbridge
Submitted By: Kevin Trowbridge
Weather: Sunny
Est. Wind (mph): 5-10 Est. Rh (%): 35

Slump (in): ASTM C 143 3
Slump w/ plasticizer (in): N/A
Air Temp (°F): 77
Concrete Temp (°F): ASTM C 1064 79
Air Content (%): ASTM C 231 6.3
Unit Weight (pcf): ASTM C 138 144.3
Volume of Density Measure (ft³): N/A
Batch Size (yd³): 5.0 Time Batched: 16:52
Yd³ Placed: 14.0 Time Sampled: 17:10
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-C111	09/09/21	7	4.00	8.00	12.57	U	50220	2	4000	James Crites
04082443-55-C112	09/30/21	28	4.01	8.00	12.63	U	70790	3	5610	Kevin Trowbridge
04082443-55-C113	09/30/21	28	4.01	8.00	12.63	U	68950	3	5460	Kevin Trowbridge
04082443-55-C114	09/30/21	28	4.01	8.00	12.63	U	69700	2	5520	Kevin Trowbridge
04082443-55-C115		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



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: 08/18/21 Date Received: 08/18/21
General Location: Curb and gutter
Sample Location: STA 11+25, right of centerline
Curing Method: Two day Field/Laboratory Cure
Field Sample No.: Initial Cure Temp (°F) High:
Low:

Specification: Mix Design

Measured Specified

Contractor: T & D Concrete Construction
Ticket no.: 1698491 Truck No.: 27
Sampled By: Kevin Trowbridge
Submitted By: Kevin Trowbridge
Weather: Sunny
Est. Wind (mph): 0-5 Est. Rh (%): 70

Slump (in): ASTM C 143 2.5
Slump w/ plasticizer (in): N/A
Air Temp (°F): 63
Concrete Temp (°F): ASTM C 1064 76
Air Content (%): ASTM C 231 5.6
Unit Weight (pcf): ASTM C 138 144.6
Volume of Density Measure (ft³): N/A
Batch Size (yd³): 9.0 Time Batched: 08:38
Yd³ Placed: 9.0 Time Sampled: 09:15
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-C111	08/18/21	4	4.01	8.00	12.63	U	39160	5	3100	Jeffery Southcott
04082478-22-C112	08/21/21	7	4.01	8.00	12.63	U	51730	3	4100	Roland Turner
04082478-22-C113	09/11/21	28	4.01	8.00	12.63	U	69470	3	5500	Kevin Trowbridge
04082478-22-C114	09/11/21	28	4.02	8.00	12.69	U	70570	3	5560	Kevin Trowbridge
04082478-22-C115	09/11/21	28	4.01	8.00	12.63	U	68610	3	5430	Kevin Trowbridge
04082478-22-C116		Hold				U				
Average 28 Day Compressive Strength (psi)									5500	
Required Strength (psi)									3500	

Notes

- Sampling to ASTM C 172
- Specimen(s) prepared to ASTM C 31
- Capping B-Bonded ASTM C 817, 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

Blended Hydraulic Cement Type IL(12)

Production Period: 1/01/2022 to 1/31/2022

STANDARD REQUIREMENTS

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
SiO ₂ (%)		17.1	Air Content of mortar (volume %)	12.0 max	7
Al ₂ O ₃ (%)		4.6	Blaine fineness (m ² /kg)		479
Fe ₂ O ₃ (%)		2.84	Retained 325 (%)		2.80
CaO (%)		59.8	Specific Gravity (g/cm ³)		
MgO (%)		2.7	Autoclave expansion (%)	0.8 max	0.14
SO ₃ (%)*		3.68	Compressive strength (MPa/psi):		
Loss of ignition (%)	10.0 max	5.6	1 day		14.9 [2156]
Na ₂ O (%)		0.20	3 days	13.0{1890} min	27.1 [3924]
K ₂ O (%)		0.91	7 days	20.0{2900} min	31.5 [4569]
CO ₂ (%)		4.8	28 days (previous month)	25.0{3620} min	37.7 [5408]
Limestone (%)	15.0 max	11.2	Time of setting (minutes)		
CaCO ₃ in limestone (%)	70.0 min	97.0	(Vicat) Initial	45 - 420	120
Inorganic process addition(%)	5.0 max	0.0	(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

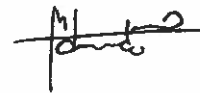
St. Marys Cement

Detroit Plant

9333 Dearborn Avenue

Detroit, MI 48209

Tel: (313) 842-4600 - Fax: (313) 849-4512



Eduardo Herrera
Quality Control Manager

Slag Cement Grade 100 - Cemplus

Production Period: 12/01/2021 to 12/31/2021

STANDARD REQUIREMENTS - SLAG

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Sulfide Sulfur (S) (%)	2.5 max	0.6	Air Content of mortar (volume %)	12 max	5
Sulfate Sulfur (as SO ₃) (%)		1.6	Blaine fineness (m ² /kg)	260 min	534
Added Sulfate Sulfur (as SO ₃) (%)			Retained 325 (%)		1.12
Inorganic process addition (%)	5.0 max		Compressive strength (MPa/psi):		
Equivalent Alkalis (%)		0.53	7 days		25.6 [3710]
Al ₂ O ₃ (%)		9.4	28 days (previous month)		41.1 [5964]
Cl		0.0000	Slag Activity Index (%) (SAI)		
			7 days		77.1
			28 days (previous month)	95 min	104.2

STANDARD REQUIREMENTS - REFERENCE CEMENT

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Equiv. Alkalies	1	0.86	Blaine fineness (m ² /kg)	260 min	390
Potential phase composition			Compressive strength (MPa/psi):		
C ₃ S (%)		60	7 days		33.1 [4801]
C ₂ S (%)		9	28 days (previous month)		39.1 [5675]
C ₃ A (%)		8			
C ₄ AF (%)		9			

ADDITIONAL DATA

Item		Item	Results
Type	Inorganic Processing Addition	Specific Gravity (g/cm ³)	2.91
Amount	0.0	Autoclave expansion (%)	0.05
SiO ₂ (%)			
Al ₂ O ₃ (%)			
Fe ₂ O 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

A Test 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

**SME**

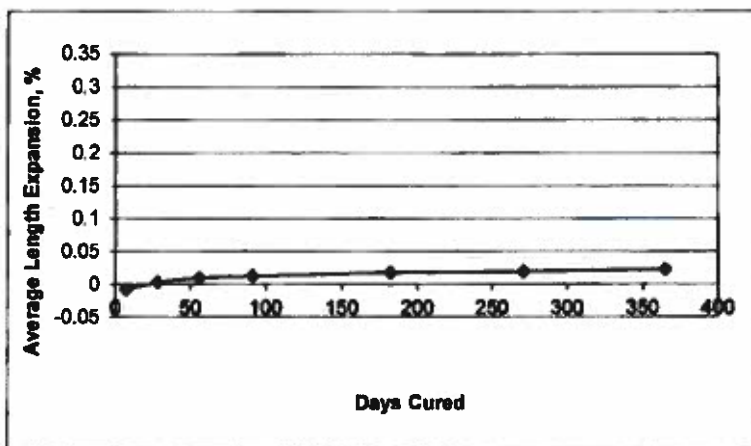
Potential Alkali Reactivity of Aggregates ASTM C 1293

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



Report of Test

File 306

CFS Laboratory, Lansing

Freeze-Thaw Durability In Concrete

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

Bulk Specific Gravity (dry basis)	2.65		F-T Pick	Production
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



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



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 0.09 *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 of 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 13 wells draw from The Marshall Sandstone formation. The depths of the wells vary from 160 to 350 feet below the surface.

If you have any 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)							Likely Source of Contamination
SUBSTANCE (UNIT OF MEASURE)	VIOLATION Y/N	AMOUNT DETECTED (90TH PERCENTILE)	SITES ABOVE AL/ TOTAL SITE	YEAR TESTED	MCLG	MCL	
Copper (ppb) consumer taps	N	0.3 ppm *	0/30	2017	1.300	AL = 1.300	Corrosion of household plumbing system erosion of natural deposits; leaching of wood preservatives
**Lead (ppb) consumer taps	N	1 ppb *	0/30*	2017	0	AL =15	Corrosion of household plumbing system 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	0.16	0.24-0.47	2019	MRDL=1.0	MRDL=4.0	Water additive used to control microbes
Fluoride (ppm) consumer taps	N	0.69	0.17-0.87	2018	1.0	4.0	Erosion of natural deposits; water additive which promotes strong teeth discharge

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.

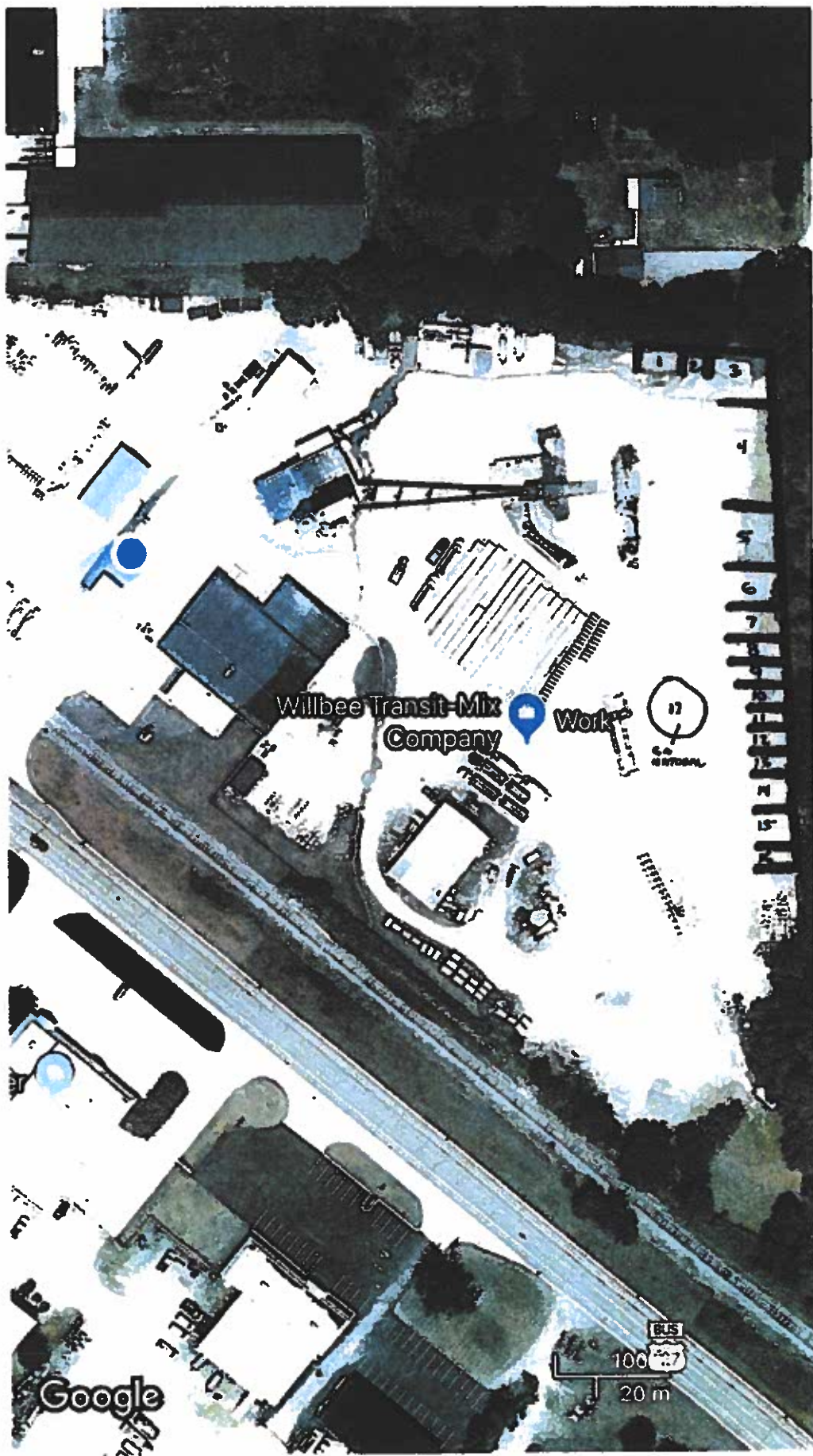
2323 Brooklyn Rd.

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)



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

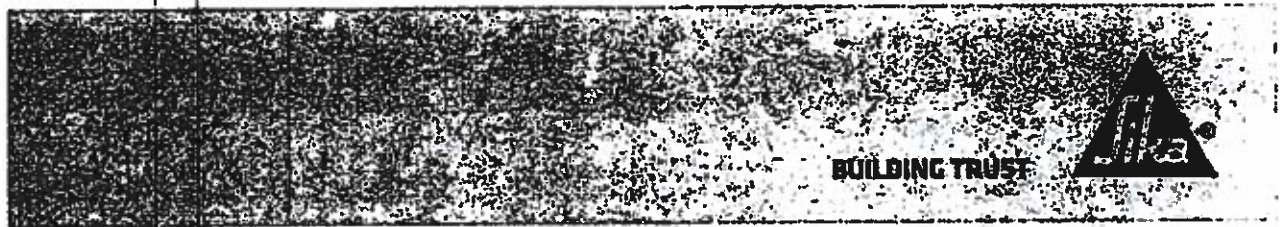
AIR ENTRAINING:	AEA-14	ATSM C-260	
WATER REDUCING	VISCOCRETE 1000	ASTM C-494	TYPE A/F
WATER REDUCING	SIKAPLAST 300 GP	ASTM C-494	TYPE A/F
NON-CHLORIDE	SIKA SET NC	ASTM C-494	TYPE C/E
RETARDING	SIKA-TARD 440	ASTM C-494	TYPE B/D

RESPECTFULLY,

Aaron Sherwood

AARON SHERWOOD

SALES/QC



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

Product Data Sheet
Sika® AEA-14
November 2008, Version 01.02
001-903021/0000079

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

Product Data Sheet
Sika® AEA-14
November 2014, Version 01 02
021403021000000079



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Sika Canada Inc.
601 Delmar Avenue
Pointe Claire
Quebec H9R 4A9
Phone: 514-637-2610
Fax: 514-694-2791

Sika Mexicana S.A. de C.V.
Carretera Libre Ocoya Km. 8.5
Fracc. Industrial Balvanera
Cuernavaca, Queretaro
C.P. 76920
Phone: 52 442 2285800
Fax: 52 442 2290537



Product Data Sheet
Sika® AEA-14
November 2018, Version 01.02
021403021000000075



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/](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 Pozzolan Materials: SikaPlast®-300 GP can be successfully used in mix designs utilizing pozzolan 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

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Regional Information and Sales Centers. For the location of your nearest Sika representative, contact your regional center.

U.S. I
Northeast: Folkestone, NJ, Phone: (201) 285-0800
South East: Conway, GA, Phone: (770) 780-1300
Western Region: Santa Fe Springs, CA, Phone: (972) 299-6480

North Central: Ottawa, IL 61354, Phone: (815) 433-6880
South Central: Mesquite, TX, Phone: (972) 280-6480

Canada:
Ontario: Mississauga, ON, Phone: (905) 795-3177

Alberta: Edmonton, AB, Phone: (780) 436-6211

Quality Coordination Headquarters: Lyndhurst, NJ 07071 (201) 933-6225, Fax: (201) 933-6225, Mexico: (52) 55-5711, Kansas City: MO 64107, Buenos Aires: Argentina (54) 11-4540

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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) 778-0517

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
2000	LB 2000	LB 0
4000	LB 4000	LB 0
6000	LB 6000	LB 0
0	LB 0	LB 0
	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

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

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	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%.



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

Certificate ID: 812151211121052910

Test Date: 11/19/2021

JACKSON, MI 49203

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

AS LEFT TEST USING TEST WEIGHTS

Weight Applied	Reading	Error	Weight Applied	Reading	Error
0	LB 0	LB 0		LB	LB
2000	LB 2000	LB 0		LB	LB
4000	LB 4000	LB 0		LB	LB
6000	LB 6000	LB 0		LB	LB
0	LB 0	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

AS LEFT BUILD TEST

Test Weight Applied	Material Weight Applied	Reading	Error
6000	LB 10000	LB 16000	LB 0
8000	LB 20000	LB 26000	LB 0
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	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	35
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

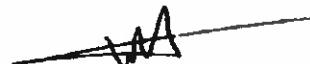
This certification expires on 4/15/2023

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



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***



Paul J. Klein

Signature of Licensed Professional Engineer

March 05, 2021

Inspection Date

March 28, 2023

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]

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

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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

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 BROWN & DENTON	PROJECT ENGINEER HRC
CONCRETE SUPPLIER WILLBEE TRANSIT MIX	PLANT LOCATION 2323 BROOKLYN RD.		PLANT NUMBER 805
GRADE OF CONCRETE P1	PSI REQUIREMENT 3500PSI	MIX DESIGN NUMBER 13-0403MRS	INTENDED USE (S) FLATWORK
PRIME / SUBCONTRACTOR(S) T & D CONCRETE			CONTRACTOR QC PLAN Y ☐ SUBMITTED? (MDOT use only) N ☐
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	STONECO	Source Name		MDOT Source No.	58-003
MDOT Source No.	58-003	MDOT Source No.		MDOT Series Class	2NS PREMIUM
MDOT Series Class	6AA	MDOT Series Class		Specific Gravity (Bulk Dry)*	2.61
Specific Gravity (Bulk Dry)*	2.68	Specific Gravity (Bulk Dry)*		Specific Gravity (Bulk SSD) optional	
Specific Gravity (Bulk SSD) optional	2.71	Specific Gravity (Bulk SSD) optional		Absorption	1.4
Absorption	1.7	Absorption		Fineness Modulus (FM)	2.76
Unit Weight (Dry Rodded) DR or	93.3	Unit Weight (Dry Rodded) DR or			
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	2.64	Specific Gravity (Bulk Dry) of F-T			
Sample*		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.

CEMENTITIOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE II
Cement Specific Gravity	3.15
Fly Ash Source (distributor & 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 Entrainment (dosage)	3OZ/100WGT
Water Reducer (dosage)	4OZ/100WGT
Other (dosage)	

Design Slump	4-8"
Specified Slump	4-6"
Design Air %	6.5%
Specified Air %	5.5-8.5%
PSI minimum required	3500PSI
Total Cementitious	526
Yield cuft	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**



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 Walter (Branch Manager)
Date of Issue: 6/18/2021

Mix Data

Mix Submitted By: Wilbee Transit Mix
Supplier: Wilbee Transit Mix
Plant: Wilbee 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):

Material Source Amount Moisture

Sample Details

Date Sampled:	05/12/21	Date Received:	05/13/21	Specification:	Mix Design
General Location:	Light pedestals				
Sample Location:	STA 18+41				
Curing Method:	One day Field/Laboratory Cure				
Field Sample No.:		Initial Cure Temp (°F) High:			
		Low:			
Contractor:	Trac Trenching				
Ticket no.:	1693495	Truck No.:	31		
Sampled By:	Kevin Trowbridge				
Submitted By:	Kevin Trowbridge				
Weather:	Sunny				
Est. Wind (mph):	5-10	Est. Rh (%):	35		

Slump (in):	ASTM C 143	5.5	Measured	Specified
Slump w/ plasticizer (in):		N/A		
Air Temp (°F):		58		
Concrete Temp (°F):	ASTM C 1064	64		
Air Content (%):	ASTM C 231	5.6		
Unit Weight (pcf):	ASTM C 138	141.3		
Volume of Density Measure (ft³):		N/A		
Batch Size (yd³):	4.0	Time Batched:	11:30	
Yd³ Placed:	4.0	Time Sampled:	11:50	
Water Added (gal) Before:		Time Placed:	12:10	
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-C111	05/19/21	7	4.00	8.00	12.57	U	42280	2	3360	David Jenks
04082444-2-C112	05/09/21	28	4.00	8.00	12.57	U	62910	5	5010	Jeffery Southcott
04082444-2-C113	05/09/21	28	4.01	8.00	12.63	U	68000	5	5380	Jeffery Southcott
04082444-2-C114	05/09/21	28	4.01	8.00	12.63	U	63410	3	5020	Jeffery Southcott
04082444-2-C115		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 517, 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; C1514: Cone & Shear, 3 = C39: Vert cracking/no cones; C1314: Cone & Split, 5 = C39: Side fracture-opposite ends; C1314: Semi-Conical Break



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 Waller (Branch Manager)
Date of Issue: 6/28/2021

Mix Data

Mix Submitted By: Wilbee Transit Mix
Supplier: Wilbee Transit Mix
Plant: Wilbee 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):

Material Source Amount Moisture

Sample Details

Date Sampled:	05/13/21	Date Received:	05/14/21	Specification:	Mix Design	Measured	Specified
General Location:	Sidewalk			Slump (in):	ASTM C 143	6	
Sample Location:	STA 63+20			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	60	
		Low:		Air Content (%):	ASTM C 231	6.1	
Contractor:	T & D Concrete Construction			Unit Weight (pcf):	ASTM C 138	140.2	
Ticket no.:	1693547	Truck No.:	24	Volume of Density Measure (ft³):		N/A	
Sampled By:	Kevin Trowbridge			Batch Size (yd³):	7.0	Time Batched:	08:32
Submitted By:	Kevin Trowbridge			Yd³ Placed:	7.0	Time Sampled:	09:00
Weather:	Sunny			Water Added (gal) Before:		Time Placed:	09:25
Est. Wind (mph):	0-5	Est. Rh (%):	45	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-C111	05/20/21	7	4.01	8.00	12.63	U	37440	4	2960	David Jenks
04082444-3-C112	06/10/21	28	4.00	8.00	12.57	U	58740	2	4670	Roland Turner
04082444-3-C113	06/10/21	28	4.00	8.00	12.57	U	83050	2	5020	Roland Turner
04082444-3-C114	06/10/21	28	4.00	8.00	12.57	U	61580	3	4900	Roland Turner
04082444-3-C115		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



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

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.

Approved Signatory: Joel Waller (Branch Manager)
Date of Issue: 8/27/2021

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

Mix Data

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):

Material Source Amount Moisture

Sample Details

Date Sampled:	06/07/21	Date Received:	06/08/21	Specification:	Mix Design
General Location:	Sidewalk			Slump (in):	ASTM C 143 4.75
Sample Location:	STA 34+40			Slump w/ plasticizer (in):	N/A
Curing Method:	One day Field/Laboratory Cure			Air Temp (°F):	72
Field Sample No.:		Initial Cure Temp (°F) High:		Concrete Temp (°F):	ASTM C 1064 82
		Low:		Air Content (%):	ASTM C 231 5.7
Contractor:	T & D Concrete Construction			Unit Weight (pcf):	ASTM C 138 140.5
Ticket no.:	1694300	Truck No.:	24	Volume of Density Measure (ft³):	N/A
Sampled By:	Kevin Trowbridge			Batch Size (yd³):	9.0
Submitted By:	Kevin Trowbridge			Yd³ Placed:	18.0
Weather:	Cloudy			Water Added (gal) Before:	
Est. Wind (mph):	10-15	Est. Rh (%):	80	After:	

Measured Specified
Time Batched: 07:54
Time Sampled: 08:20
Time Placed: 08:40
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-C111	06/14/21	7	4.01	8.00	12.63	U	46410	2	3670	Roland Turner
04082444-8-C112	07/05/21	28	4.01	8.00	12.63	U	65250	5	5170	Savana Bellows
04082444-8-C113	07/05/21	28	4.01	8.00	12.63	U	69250	3	5480	Savana Bellows
04082444-8-C114	07/05/21	28	4.00	8.00	12.57	U	65510	3	5210	Savana Bellows
04082444-8-C115		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 0=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

Blended Hydraulic Cement Type IL(12)

Production Period: 1/01/2022 to 1/31/2022

STANDARD REQUIREMENTS

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
SiO ₂ (%)		17.1	Air Content of mortar (volume %)	12.0 max	7
Al ₂ O ₃ (%)		4.6	Blaine fineness (m ² /kg)		479
Fe ₂ O ₃ (%)		2.84	Retained 325 (%)		2.80
CaO (%)		59.8	Specific Gravity (g/cm ³)		
MgO (%)		2.7	Autoclave expansion (%)	0.8 max	0.14
SO ₃ (%)*		3.68	Compressive strength (MPa/psi):		
Loss of ignition (%)	10.0 max	5.6	1 day		14.9 [2156]
Na ₂ O (%)		0.20	3 days	13.0 [1890] min	27.1 [3924]
K ₂ O (%)		0.91	7 days	20.0 [2900] min	31.5 [4569]
CO ₂ (%)		4.8	28 days (previous month)	25.0 [3620] min	37.7 [5408]
Limestone (%)	15.0 max	11.2	Time of setting (minutes)		
CaCO ₃ in limestone (%)	70.0 min	97.0	(Vicat) Initial	45 - 420	120
Inorganic process addition(%)	5.0 max	0.0	(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

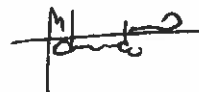
St. Marys Cement

Detroit Plant

9333 Dearborn Avenue

Detroit, MI 48209

Tel: (313) 842-4600 - Fax: (313) 849-4512



Eduardo Herrera
Quality Control Manager

Slag Cement Grade 100 - Cemplus

Production Period: 12/01/2021 to 12/31/2021

STANDARD REQUIREMENTS - SLAG

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Sulfide Sulfur (S) (%)	2.5 max	0.6	Air Content of mortar (volume %)	12 max	5
Sulfate Sulfur (as SO ₃) (%)		1.6	Blaine fineness (m ² /kg)	260 min	534
Added Sulfate Sulfur (as SO ₃) (%)			Retained 325 (%)		1.12
Inorganic process addition (%)	5.0 max		Compressive strength (MPa/psi):		
Equivalent Alkalis (%)		0.53	7 days		25.6 [3710]
Al ₂ O ₃ (%)		9.4	28 days (previous month)		41.1 [5964]
Cl		0.0000	Slag Activity Index (%) (SAI)		
			7 days		77.1
			28 days (previous month)	95 min	104.2

STANDARD REQUIREMENTS - REFERENCE CEMENT

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Equiv. Alkalies	1	0.86	Blaine fineness (m ² /kg)	260 min	390
Potential phase composition			Compressive strength (MPa/psi):		
C ₃ S (%)		60	7 days		33.1 [4801]
C ₂ S (%)		9	28 days (previous month)		39.1 [5675]
C ₃ A (%)		8			
C ₄ AF (%)		9			

ADDITIONAL DATA

Item		Item	Results
Type	Inorganic Processing Addition	Specific Gravity (g/cm ³)	2.91
Amount	0.0	Autoclave expansion (%)	0.05
SiO ₂ (%)			
Al ₂ O ₃ (%)			
Fe ₂ O 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

A Test 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



Report of Test

File 306

CFS Laboratory, Lansing

Freeze-Thaw Durability In Concrete

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

Bulk Specific Gravity (dry basis)	2.65	Deleterious Particles	F-T Pick	Production
Absorption, %			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	0.010
	Beam 2	0.007	0.016	*	
	Beam 3	0.009	0.007	0.012	
	Average				

Remarks: Tested for Information
* Outlier

John F. Staton
Aggregate Quality

**SME**

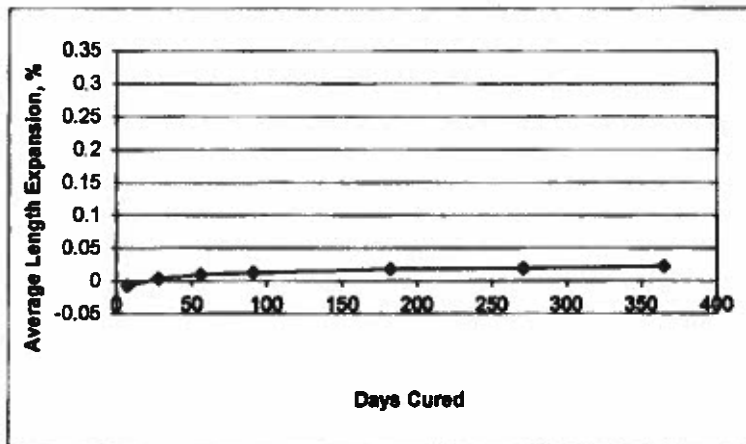
Potential Alkali Reactivity of Aggregates ASTM C 1293

Project: 2020 StoneCo Lab Testing
 Project No.: 83342
 Client: StoneCo

Date: 02/28/21
 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	-0.0089
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	385	0.032	0.019	0.016	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



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



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		<i>Wear Track Value</i>	
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 any 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 517-788-3119 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 PERCENTILE)	SITES ABOVE AL/ TOTAL SITE	YEAR TESTED	MCLG	MCL	Likely Source of Contamination
Copper (ppb) consumer taps	N	0.3 ppm*	0/30	2017	1.300	AL = 1.300	Corrosion of household plumbing system erosion of natural deposits; leaching in wood preservatives
**Lead (ppb) consumer taps	N	1 ppb*	1/30*	2017	0	AL =15	Corrosion of household plumbing system 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	0.16	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	1.0	1.0	Erosion of natural deposits; water additive which promotes strong teeth; discharge

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)**



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

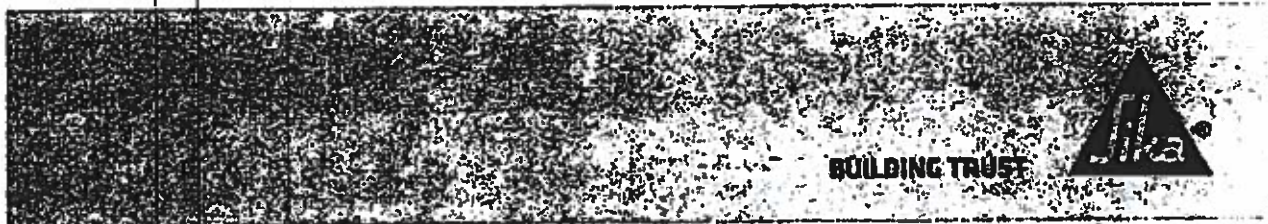
AIR ENTRAINING:	AEA-14	ATSM C-260	
WATER REDUCING	VISCOCRETE 1000	ASTM C-494	TYPE A/F
WATER REDUCING	SIKAPLAST 300 GP	ASTM C-494	TYPE A/F
NON-CHLORIDE	SIKA SET NC	ASTM C-494	TYPE C/E
RETARDING	SIKA-TARD 440	ASTM C-494	TYPE B/D

RESPECTFULLY,

Aaron Sherwood

AARON SHERWOOD

SALES/QC



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

Product Data Sheet
Sika® AEA-14
November 2010, Version 01.02
021403021/06000070

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

Product Data Sheet
Sika® AEA-14
November 2010, Version 01.02
01340100 1000000079



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.

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Fax: 514-494-2792

Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km 18.5
Prac. Industrial Belvaera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2290337



Product Data Sheet
Sika® ASA-14
November 2018; Version 01.02
021403021000000079



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.

Concrete



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/](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 Pozzolan Materials: SikaPlast®-300 GP can be successfully used in mix designs utilizing pozzolan 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. SIKAShallNOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKAShallNOT 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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Fax: (514) 897-3087
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) 285-6000
South East: Cary, NC, Phone: (770) 760-1300
Western Region: Santa Fe Springs, CA, Phone: (972) 289-6466

North Central: Corona, IL, Phone: (815) 431-1098
South Central: Mesquite, TX, Phone: (972) 289-6880

Canada: Ontario: Mississauga, ON, Phone: (905) 795-1177

Alberta: Edmonton, AB, Phone: (780) 488-6111

Quality Certification Members: Lyndhurst, NJ 07071, (201) 933-8800, Fax: (201) 933-6225, Mississauga, ON M5S 1A5, Canada: (905) 795-1177, Santa Fe Springs, CA 90606

PRIOR TO EACH USE OF ANY SIKAS 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/](http://USA.SIKA.COM/) OR BY CALLING SIKAS TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKAS MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKAS 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



Customer: WILLBEE TRANSIT MIX
WIL1499 2323 BROOKLYN RD

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

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

[illegible][illegible]

Page 1 of 2



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	366
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%.



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

Certificate ID: 812151211121052910

Test Date: 11/19/2021

JACKSON, MI 49203

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

AS LEFT TEST USING TEST WEIGHTS

Weight Applied	Reading	Error	Weight Applied	Reading	Error
0	LB 0	LB 0		LB	LB
2000	LB 2000	LB 0		LB	LB
4000	LB 4000	LB 0		LB	LB
6000	LB 6000	LB 0		LB	LB
0	LB 0	LB 0		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
6000	LB 20000	LB 26000	LB 0
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	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	35
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:

JB

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



Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

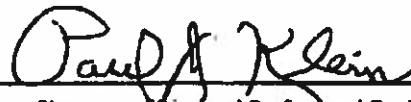
Jackson Plant 1, Jackson, MI

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***




Signature of Licensed Professional Engineer

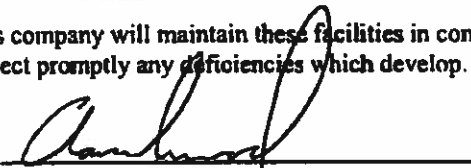
March 05, 2021

Inspection Date

March 28, 2023

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

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 thorough 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 individual 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

miosha 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. MIOSEA 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 affiliated unions. Enclosed is a copy of the Company's policy.

Any questions relating to the Health and Safety Plan on this project should immediatly be reported to:

Bailey Excavating, Inc.
John W. Bailey, Health and Safety Officer
1073 Toro Drive
Jackson, MI 49201
517-750-3030

22.

PROJECT NAME	CONTRACT	OWNER OR ENGINEER	TELEPHONE #
MLK Round-a-bout MDOT#130211 EARTHWORK/ROAD/UTILITIES	\$ 1,983,413.51	City of Jackson Troy White	517-788-4160
Barton Drive Watermain Replacement	\$1,508,442.72	City of Ann Arbor Jane Allen	734-6410 Ext.43678
Norfolk Homes-Magnolia Subdivision SITE WORK/UTILITIES	\$ 885,117.54	Norfolk Homes Sean Lafere	734-545-8584
Franklin Street Reconstruction Earthwork /UTILITIES	\$ 1,863,106.30	City of Jackson Troy White	517-788-4160
Jackson College SITE WORK/UTILITIES	\$ 1,528,960.71	Jackson College James Jones	517.796.8688
Michigan Ave Reconstruction Road Work/Utilities	\$ 1,311,576.48	City of Marshall Christy Ramey Anthony Tyler-Stantec	269-558-0326 734-214-2547
MI Ave Reconstruction ROAD WORK/UTILITIES	\$ 978,078.31	City of Jackson Troy White	517-788-4160
Maple Grove Reconstruction ROAD WORK/UTILITIES	\$ 735,403.08	City of Hudson Jones Henry Engineering Kyle Brueggemeier	419-214-3121
Meadowview Apts EARTHWORK	\$ 964,526.10	Mirezall Family LLC J. Brady Moore Associates Brad Moore	734-994-1500
JCRC Various Roads ROAD WORK/Earthwork	\$ 2,412,523.20	Michigan Paving & Materials Dave Thompson	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

**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 Foreman 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



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,

A handwritten signature in black ink, appearing to read 'Kelly Bunch', with a stylized flourish at the end.

Kelly Bunch, CISR

Barker Weber Insurance Agency, Inc.

2501 Spring Arbor Rd. • P0 Box 985 • Jackson, MI 49204 • www.barkerweberinsurance.com
office 517.783.2608 • **tollfree** 800.878.7283 • **fax** 517.783.4674



21-006106802

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
STEVE BLISS

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106805

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
FRED CARPENTER II

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106809

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
MIKE CRABTREE

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106803

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
BLAKE BLODGETT

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106806

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
KEGAN COCHRANE

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106810

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
TYLER DARNELL

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106804

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
FRED CARPENTER

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106808

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
PATRICK CONSLEY

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



21-006106811

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and HealthThis card issued to:
BILLY DAVIS

Gregory Brooks	05/03/2022
Trainer Name Date of Issue	



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



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



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



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



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



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



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



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

21-006106821

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

21-006106820

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

21-006106822

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

21-006106825

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

21-006106824

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

21-006106823

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

21-006106828

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

21-006106827

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

21-006106826

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



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



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



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



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



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



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



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

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.

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)

Total number of (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
0	0	0	0	0	0	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 56 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-3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1714-0178

Establishment information

Your establishment name BAILEY EXCAVATING, INC.
Street 1073 TORO DRIVE
City JACKSON State MICHIGAN Zip 48201
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.

Office Manager
Title

517-750-3000 Phone 1/26/2022 Date

Summary of Work-Related Injuries and Illnesses

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.

All establishments covered by Part 1604 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
(a) 0	(b) 0	0	0
(c)			
Number of Days			
Total number of days away from work	Total number of days of job transfer or restriction		
(d) 0	0		
(e)			
Injury and Illness Types			
Total number of . . . (f)			
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 31 minutes per response, including the time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0182-0007), Washington, DC 20543.

Year 20 21
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Bailey Excavating, Inc.

Street 1073 Toro Drive

City Jackson State MI Zip 48201

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 66,204.00

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.

[Signature] Vice President
Title

Phone 517-750-3030 Date 1/31/2022

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" 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. 1218-0175

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 cases other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	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 21 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and reviewing and making the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the office.

Establishment Information

Your establishment name **BAILEY EXCAVATING, INC.**
Street **1073 Toro Drive**
City **Jackson** State **MI** Zip **49201**
Industry description (e.g., *Manufacture of motor truck trailers*)
Construction
North American Industrial Classification (NAICS), if known (e.g., 336212)
[] [] [] [] [] []

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees **35**
Total hours worked by all employees last year **65,821.75**

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

John V. Bailey Title **Vice President**
Occupational Safety and Health Administrator
Phone **517-750-3030** Date **1/14/20**

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyman certification or status for masters and journeymen 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, 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.

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. / Jacob W. Bailey

Print Firm Name/Principal

Signature/Principal
November 16, 2023

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
MI2023004718		Peters, Conner	OPERATING ENGINEER (0365 V1) Time-Based	7/17/2023		



Certified by the U.S. Department of Labor
Date Issued: 8/25/2023

******VOID 90 DAYS FROM ISSUE DATE******

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

Bailey Excavating, Inc.
1073 Toro Drive
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 - LIUNA Training of Michigan:**

LIUNA Training of Michigan
11155 South Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2023004741	***- **-5475	KERR, JAMES	Construction Craft Laborer (0661 V1) Time-Based	8/2/2023		



Certified by the U.S. Department of Labor

Date Issued: 8/30/2023

******VOID 90 DAYS FROM ISSUE DATE******

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

Operating Engineers, LU 324 JATF
275 E. Highland Rd
HOWELL , MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF**:

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL , MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020002461		Irish, Joseph P	OPERATING ENGINEER (0365 V1) Time-Based	7/6/2020		



Certified by the U.S. Department of Labor

Date Issued: 7/6/2022

******VOID 90 DAYS FROM ISSUE DATE******

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

Bailey Excavating, Inc.
1073 Toro Street
Jackson , MI 49201

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - Michigan Laborer's JAC**:

Michigan Laborer's JAC
11155 South Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020001750	***- **-5888	BLODGETT, BLAKE	Construction Craft Laborer (0661 V1) Time-Based	6/1/2020		



Certified by the U.S. Department of Labor

Date Issued: 6/17/2022

******VOID 90 DAYS FROM ISSUE DATE******

Schedule of Courses 2021-2022

OPERATING
ENGINEERS



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

CDL & Forklift	ENSE
Mike Love	#1785
Brad Ryznar	#1789

Civil Instructors

Tim Butcher	#1726
Len Casteel	#1712
Bob Nash	#1723
Mark Zihser (Appr Coord)	#1714
Pat Zihser (Foreman)	#1784

Crane & Rigging

Bob Ackley (Foreman)	#1732
John Haberkorn (Appr Coord)	#1724
Shawn Page	#1717
James Sasser	#1725

Safety & Health

Brad Ryznar	#1709
Leonard Casteel	#1712

Technician/Mechanic

Steve McFarland (Appr Coord)	#1720
Tim Villareal	#1723

Equipment offered for upgrade training is as follows:

Backhoes Cat 420D Case 580M John Deere 318SK Cat 420F2	Philadelphia Tram Rail Overhead Potain MDT 98 Tower R.O. Stinger 16 Ton Boom Truck Spyder Crane Manitowoc 8900 B Crawler Crane	Excavators CAT 329EL GPS Cat 320D GPS John Deere 210GLC Cat 315CL Cat 320DL w/Thumb Cat 320D Next Gen.	Cat 950G Rollers Cat CP868 Sheepsfoot Rexnord 848 Smooth Drum	Support Equipment Oshkosh Water Truck
Cranes Broderick IC200-2C Broderick IC200JH Grove RT630E Grove 90T Truck Crane Grove RT760 BTC Linkbelt 298 Lattice Boom w/Luffer Grove GRT-655 Linkbelt 802B RTC Linkbelt LS78 Clamshell Linkbelt LS78 Dragline Manitowoc 2900T Truck Crane Manitowoc III Crawler	Dozers Cat D49XL Cat D46XL GPS Cat D5K2L GPS Cat D6H Cat D6RXW (2) Cat D7	Forklifts Cat TH63 Cat T125D Skytrack 6842	Scrapers Cat 819 (2) Cat 621 Cat 621B	Other Equipment Vermeer D24X30 Directional Drill John Deere 9220 Articulating Tractor w/Roller Blade Cat 571 Side Boom (2) Freightliner Truck (CDL) (3) International 8600 Truck
	End Dumps Cat D300B Volvo A25G Volvo A25C	Graders Cat 140G Cat 120G Champion 710A	Skidsteers Cat 289D Cat 277B Bobcat T890	
		Loaders Cat 938K Cat 950F II		

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 Other.
- 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 – Spider Crane (16-Hr)
- Crane – Tower (40-Hr)
- Forklift Certification of Training
- Forklift Recertification of Training
- Luffing Jib Attachment
- Mine Safety
- NCCCO Mobile Crane Certification
 - Lattice Boom Crawler
 - Lattice Boom Truck
 - Large (Swing Cab) Telescopic
 - Small (Fixed Cab) Telescopic
- NCCCO Overhead Crane Certification
- NCCCO Rigger Certification
- NCCCO Signalperson Certification
- NCCCO Tower Crane Certification
- OSHA 10
- OSHA 30

MUST SAFETY TRAINING

Requires that organized Tradesmen and Tradeswomen pass all of the 18 safety awareness training modules.

The Safety Awareness Training Modules Include:

- Aerial Lifts
- Concrete and Masonry
- Confined Space Hazards
- Construction Worker Orientation (OSHA)
- Crane Safety
- Electrical Safety/Lockout-Tagout
- Fall Protection
- Fire Protection and Prevention
- Hand and Power Tool Safety
- Hazard Communication
- Health Hazards in Construction
- Ladder Safety
- Materials Handling
- Personal Protective Equipment
- Rigging
- Scaffolding
- Trenching and Excavation
- Welding

Signatory contractors that plan to work on projects for such owners as GM, Ford Motor Company, Chrysler Corporation and DTE Energy must ensure that all Local 324 members are in compliance with the MUST Safety Program Training. The JATF will pay the testing fee for members who are in good standing and are not employed by a contractor who contributes to the MUST drug and testing pool. Each test segment takes approximately 25-45 minutes and can be taken on any computer with a DSL or cable-modem internet hookup. Before testing, you must call the Sam T. Hart Education Center in Howell to get "activated" to test. If you do not have a computer available, you can use a friend's computer, or go to the library or you are welcome to use our computers here at the Sam T. Hart Education Center in Howell.

Training and testing will also be available to members from 7:30 am to 4:00 pm, Monday through Friday at the office in Bloomfield Township. Please contact Joe Schippa to schedule testing time in Grand Rapids. Computers at all sites will be assigned on a first-come, first-serve basis, and a sign-up sheet will be available.

For more information, visit www.mustonline.org

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oes24.org/training

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.hra.state.nj.us/AsbestosProgram/Provider/ProviderSearch>

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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

Page 6

CONCRETE SAWING (24-HR)

Class Code	Location	Dates	Time
CON12101	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:

- 18 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 set 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 15,000 pounds.

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oee324.org/training

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, its 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 set-up
- Daily/monthly crane inspections
- Operator's responsibilities, authority and safety
- Personnel lifting requirements 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 - 02/22/22	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
CRG032203 UP	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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

Page 14

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 (4/10/22)	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 cutting. 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 lot

This class consists of:

- 8 Hours Lecture
- 32 Hours Lab
- 40 Hours Total Instruction

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oe324.org/training

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 rotary 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
DRP032201	Howell	03/21/22 - 03/23/22	8:00 AM - 4:00 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 Report (uses 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 - 4:00 PM

Prerequisite:

1. Must have passed the Initial FAA Aeronautical Knowledge Exam and hold a current Remote Pilot Certificate
2. Must complete the Practical Applications Class
3. Must log a minimum of 10 total flight hours here on site

This course will demonstrate methods for site planning, infrastructure and equipment inspections with the use of 3D and 2D modeling, FLIR, photogrammetry, instant measurements for elevations and volumes allowing the cost-effective, real-time quality assurance. With the use of intelligent inspection drones and leading software, we create a safer workplace and reduce construction cost and time.

Objectives of this course include the following:

- Minimizing danger and health risks
- Ability to inspect hazardous and difficult to reach locations
- Software familiarization photography
- Videography

- Collection of depth and other detailed data
- Easily shareable data

This class consists of:

- 8 Hours Lecture
- 16 Hours Lab
- 24 Hours Total Instruction

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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 (4/105)	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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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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
FL1042201	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	05/18/22	8:00 AM - 12:00 PM
FL1082201UP	Gladstone	08/03/22	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

- Be able 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

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oe324.org/training

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/propellant handling and storage

This class consists of:

- 2 Hours Lecture
- 0 Hours Lab
- 2 Hours Total Instruction

Northern Lower Peninsula

Ramada Hotel
2650 E-75 Bus. Loop
Grayling, MI

Grand Rapids

Western Michigan
Construction Career
Center
900 48th St SE
Grand Rapids, MI

Gladstone

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
FL4832201	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 roles. 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

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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: MISHA 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 sidebooms, sags and overbooms
- 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
GR102201	Howell	10/18/21 - 10/29/21	8:00 AM - 4:30 PM
GR042201	Howell	04/18/22 - 04/29/22	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 theading
- Building crown roadways
- Ditching 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 - 04/29/22	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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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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
- Bending 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 Planning
- 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.

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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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 - 12/16/21	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	02/25/22 - 03/02/22	8:00 AM - 4:30 PM
LE032201	Howell	03/23/22 - 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 course consists of:

- 24 Hours of class
- 24 Hours of lab
- 24 Hours of total instruction

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oe324.org/training

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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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 (4/10/22)	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 days of lessons
- 32 hours of lab
- Written and Practical

MINE SAFETY (24-HR)

IMPORTANT RE-CERTIFICATION INFORMATION: If you do not receive a recertification notice within 30 days of your expiration date, please contact the Sam T. Hart Education Center to get scheduled. If you missed your recertification, you must contact the Sam T. Hart Education Center to get back on our list to recertify with us.

Class Code	Location	Dates	Time
MS012201UP	Gladstone	01/03/22 - 01/05/22	8:00 AM - 4:30 PM
MS012201	Howell	01/10/22 - 01/12/22	8:00 AM - 4:30 PM
MS022201	Howell	02/07/22 - 02/09/22	8:00 AM - 4:30 PM
MS022202	Howell	02/14/22 - 02/16/22	8:00 AM - 4:30 PM
MS032201	Howell	03/07/22 - 03/09/22	8:00 AM - 4:30 PM
MS032202	Howell	03/14/22 - 03/16/22	8:00 AM - 4:30 PM
MS032203	Howell	03/21/22 - 03/23/22	8:00 AM - 4:30 PM
MS042201	Howell	04/04/22 - 04/06/22	8:00 AM - 4:30 PM

2021-2022 COURSE SCHEDULE ■ 888-256-9610 ■ www.oe324.org/training

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 48 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 various rights of miners and their representatives under the law
- Authority and responsibility of mine laws
- Self-rescue and rescue plans
- Transportation controls and communication systems
- Introduction to the various mine types
- Emergency and escape procedures and plans, fire warning and fire fighting
- Ground control, working in holes and equipment, water hazards, pits and rock falls
- Illumination and night work

- Self-rescue recognition, electrical hazards, fire and explosion
- Self-rescue and escape plans of the mine in which the new miner will be assigned
- Self-rescue and escape plans may be required by the Mine Manager based on the mine's present conditions and mine

This class consists of:

- 24 hours lecture
- 10 hours lab
- 24 hours total instruction

OSHA 10-HOUR CONSTRUCTION

Class Code	Location	Dates	Time
OSHA 10210	HOUSTON	10/18/21 - 10/19/21	8:00 AM - 4:00 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 a certificate 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, the 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 p1015toolkit.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
- 10 hours of instruction - including Fall Protection, Electrical, Scaffolding, Excavation, and Trenching
- Power Pile Driving and the use of Pile Driving
- 10 hours of instruction - including Fall Protection, Electrical, Scaffolding, Excavation, and Trenching

- Personal Protective Equipment (PPE) and Fall Protection
- Scaffolding, Electrical, Excavation, and Trenching
- Excavation and Trenching

This class consists of:

- 10 hours lecture
- 10 hours lab
- 10 hours total instruction

OPERATING ENGINEERS LOCAL 324 TRAINING AND EDUCATION CENTER

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 receive 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.mustsafe.com

1. Username is full social security number (no spaces or dashes).
2. Password is the first 4 digits of social security number.

Step #2: Scroll to bottom of page and click "Online OSHA 10/30". Click "ok" when it asks to redirect you off site.

Step #3: Once the new page is open, on the left-hand side near the bottom click "OSHA 10/30 Programs"

Step #4: The screen will change, look to the far right of screen to find "OSHA 30: Construction Industry Outreach Training" and now click "add to cart". When the box pops up you will then click on "view cart". Once you are viewing your cart you will click on "secure checkout".

Step #5: You must now create an individual MUST account by clicking on "Create an individual account"

1. Accept the terms and conditions.
2. Fill in billing information section.
3. Fill in account information.

Step #6: You may now enter your discount code using the code **IUOE152021**. The total should adjust to \$135.15.

1. Now finish filling out credit card information.
2. Print receipt and save PDF for future documentation.
3. Follow prompts to access training.

Step #7: You must have a receipt and a Certificate of Completion to get reimbursed the \$135.15.

If you have any problems, you may contact the Operating Engineers Local 324 Sam T. Hart Education Center at 517-546-9610.

PAVING (40-HR)

Dates: As Interest Demands

This 40-hour class has been developed to teach Journeyman 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 (pneum-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 padder, power chain saw operator, paving batch truck dumper, tunnel mucker (highway work only), concrete saw operator (under 40 hp), dry pack machine, and rote-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 brotelling, 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. 28

4/14/22, 1:50 PM

Training — LIUNA Michigan

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 & Apprenticeship 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



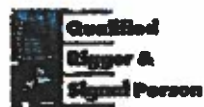
42,000

We have trained over 42,000 Laborers since the founding of our training



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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Operating Engineers
300+
Classes to Choose

More OE 324 Facts

Training Brochures

Click below to download the latest OE 324 training brochures



Bailey Excavating, Inc.



1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

EQUAL OPPORTUNITY EMPLOYER

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

"BAILEY EXCAVATING, INC."

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to be treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, sex, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

5/20/2019

DATE

JACOB W. BAILEY, EEO OFFICER

An Equal Opportunity Employer

29.



Quick contact: (517) 750-3030

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**Bailey Excavating
Construction and Contracting in Jackson and throughout
Michigan**

*Bailey Excavating is a 3rd generation family
business that has been working hard for
Michigan for over 45 years.*



Founded by William Bailey in 1973

Bailey Excavating started as a mostly residential construction business, but later expanded to commercial sized projects.

Bailey Excavating is dedicated to providing the highest standards of quality service to their customers. They have built a reputation of excellence, by completing projects professionally, and within the scheduled timeline. All of our employees are experienced, and trained in construction safety. EOE.

[Click to Call](#)



WE'RE HIRING

Experienced Heavy Equipment Operator
General Laborers
Experienced Heavy Equipment repair
Great pay and benefits submit online or stop in at 1073 Toro Dr.

APPLY

Licenses & Certifications

EOE

Bailey Excavating is an Equal Opportunity Employer.

We aren't currently hiring but we will always accept resumes and applications. Please click below to fill out and submit a brief application and feel free to attach your resume and/or cover letter.

APPLY

MDOT Prequalified

Anyone seeking to bid on and/or perform work on MDOT projects must be prequalified. This work includes:

- road and bridge construction/repair
- concrete or hot mix asphalt paving
- concrete curb and gutter/sidewalks
- street/traffic lighting
- sewer/watermain installation
- sodding/seeding/landscaping
- guardrail and fencing

[Privacy - Terms](#)

Bailey Excavating has been in business for 45 years. We specialize in site development, sanitary sewers, water mains, storm sewers, parking lot/driveways. All of our employees are experienced, and trained in construction safety. EOE

Bailey Excavating is dedicated to providing the highest standards of quality service to our customers by completing projects professionally, and within the scheduled timeline.

📞 Phone: (517) 750-3030

✉ Email: Jacobbailey@bailey-excavating.com

f Follow Us!

📍 Address: 1073 Toro Dr Jackson, Michigan

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American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Concord Excavating & Grading, Inc., as Principal, hereinafter called the Principal, and Developers Surety & Indemnity Company, duly organized under the laws of the State of CA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JACKSON, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid (5 % of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

Bid Date: November 16, 2023

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of November, A.D. 2023.


(Witness)

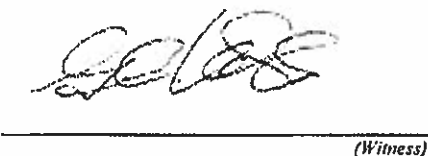
Concord Excavating & Grading, Inc.

(Principal)



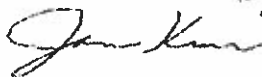
Brandon Gloar, President

(Title)


(Witness)

Developers Surety & Indemnity Company

(Surety)



James S. Kurowski

Attorney -in-Fact



POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

James S. Kurowski and Gail A. Kurowski

, of Interlochen, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: _____

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

688418E7ADE548C...

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed 0323

Signed and sealed this 16th day of November, 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: LRLTKPDGW1P6
if you have received it.

PROPOSAL

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

Date: 11/16/23

In compliance with your invitation for bids dated **October 17, 2023** to perform **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

in the City of Jackson, the undersigned, a(n)

1. ~~Individual, resident of~~ _____
doing business as _____
at _____
2. ~~partnership, consisting of~~ _____
and _____
under the firm name of _____
3. corporation by the name of CONCORD EXCAVATING & GRADING, INC.
organized and existing under the laws of the State of MICHIGAN
with offices at 13000 HOMER ROAD, CONCORD, MI 49237

(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within 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# 934154066

(Corporate Seal, if applicable) Name of Bidder: CONCORD EXCAVATING & GRADING, INC.

Signed By: BRANDON GLOAR

Its: PRESIDENT

BID SHEET

DATE: 11/16/23

PROPOSAL FOR: 23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
N/A	
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.
--

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	\$110,000.00	\$110,000.00
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	6.00	\$1,150.00	\$6,900.00
003	2030011	Dr Structure, Rem	Ea	13.00	\$700.00	\$9,100.00
004	2030015	Sewer, Rem, Less than 24 inch	Ft	1,108.00	\$40.00	\$44,320.00
005	2040020	Curb and Gutter, Rem	Ft	730.00	\$10.00	\$7,300.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
006	2040055	Sidewalk, Rem	Syd	215.00	\$10.25	\$2,203.75
008	2040080	Exploratory Investigation, Vertical	Ft	14.00	\$50.00	\$700.00
009	2047001	Pavt, Sawcut	Ft	225.00	\$4.00	\$900.00
010	2047011	Driveway, Rem	Syd	242.00	\$12.00	\$2,904.00
011	2047011	Pavt, Rem, Modified	Syd	7.00	\$50.00	\$350.00
012	2050018	Excavation, Rock	Cyd	4.00	\$300.00	\$1,200.00
013	2057002	Roadway Grading, Special	Sta	6.50	\$3,500.00	\$22,750.00
014	2057021	Flowable Fill, Non- Structural	Cyd	4.50	\$400.00	\$1,800.00
015	2057021	Subgrade Undercutting, 1 x 3	Cyd	168.00	\$70.00	\$11,760.00
016	2080016	Erosion Control, Gravel Access Approach	Ea	2.00	\$800.00	\$1,600.00
017	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	12.00	\$175.00	\$2,100.00
018	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	4.00	\$175.00	\$700.00
019	2090001	Project Cleanup	LSUM	1.00	\$25,000.00	\$25,000.00
020	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	2,519.00	\$17.00	\$42,823.00
021	4021260	Trench Undercut and Backfill	Cyd	5.00	\$80.00	\$400.00
022	4027001	Sewer Backfill, Class II	Ft	174.00	\$38.00	\$6,612.00
023	4027001	Sewer, CL E, 12 inch	Ft	138.00	\$85.00	\$11,730.00
024	4027001	Sewer, CL E, 18 inch	Ft	16.00	\$150.00	\$2,400.00
025	4030308	Dr Structure, Tap, 8 inch	Ea	3.00	\$800.00	\$2,400.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
026	4030312	Dr Structure, Tap, 12 inch	Ea	1.00	\$650.00	\$650.00
027	4037050	Catch Basin Cover, Curb	Ea	5.00	\$900.00	\$4,500.00
028	4037050	Catch Basin Cover, Drive	Ea	2.00	\$900.00	\$1,800.00
029	4037050	Catch Basin, 24 inch dia	Ea	1.00	\$4,250.00	\$4,250.00
030	4037050	Catch Basin, 48 inch Dia	Ea	7.00	\$5,000.00	\$35,000.00
031	4037050	Mh Cover, Std	Ea	7.00	\$850.00	\$5,950.00
032	4037050	Storm Manhole, 60 inch Dia	Ea	1.00	\$7,000.00	\$7,000.00
033	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	14.00	\$1,200.00	\$16,800.00
034	4037050	Utility Structure Cover, Temp Lower, Modified	Ea	4.00	\$400.00	\$1,600.00
035	5010025	Hand Patching	Ton	5.00	\$500.00	\$2,500.00
036	5017011	HMA Surface, Rem, Modified	Syd	1,978.00	\$8.50	\$16,813.00
037	5017031	HMA, 13A	Ton	432.00	\$166.80	\$72,057.60
038	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	184.00	\$57.60	\$10,598.40
039	8020038	Curb and Gutter, Conc, Det F4	Ft	954.00	\$31.20	\$29,764.80
040	8027001	Driveway Opening, Conc, Det L	Ft	194.00	\$31.20	\$6,052.80
041	8030010	Detectable Warning Surface	Ft	60.00	\$48.00	\$2,880.00
042	8030030	Curb Ramp Opening, Conc	Ft	84.00	\$31.20	\$2,620.80
043	8030044	Sidewalk, Conc, 4 inch	Sft	1,519.00	\$4.80	\$7,291.20
044	8030046	Sidewalk, Conc, 6 inch	Sft	1,309.00	\$5.16	\$6,754.44

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
045	8032002	Curb Ramp, Conc, 6 inch	Sft	742.00	\$7.34	\$5,446.28
047	8100371	Post, Steel, 3 pound	Ft	14.00	\$10.80	\$151.20
048	8100402	Sign, Type III, Erect, Salv	Ea	1.00	\$100.00	\$100.00
049	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	15.00	\$67.20	\$1,008.00
050	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	15.00	\$1.20	\$18.00
051	8120026	Pedestrian Type II Barricade, Temp	Ea	10.00	\$90.00	\$900.00
052	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50.00	\$16.80	\$840.00
053	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	\$1.20	\$60.00
054	8120170	Minor Traf Devices	LSUM	1.00	\$27,500.00	\$27,500.00
055	8120310	Sign Cover	Ea	2.00	\$60.00	\$120.00
056	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	578.00	\$2.40	\$1,387.20
057	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	578.00	\$1.20	\$693.60
058	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	10.00	\$8.40	\$84.00
059	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	10.00	\$1.20	\$12.00
060	8120370	Traf Regulator Control	LSUM	1.00	\$27,500.00	\$27,500.00
061	8150001	Site Preparation, Max \$2,000.00	LSUM	1.00	\$2,000.00	\$2,000.00
062	8150002	Watering and Cultivating, First Season, Min \$1,000.00	LSUM	1.00	\$2,500.00	\$2,500.00
063	8150003	Watering and Cultivating, 2nd Season, Min \$1,000.00	LSUM	1.00	\$2,500.00	\$2,500.00
064	8157050	Acer rubrum Bowhall, 2- 1/2 inch	Ea	2.00	\$950.00	\$1,900.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
065	8157050	Gleditsia triacanthos inermis Skyline, 2-1/2 inch	Ea	2.00	\$950.00	\$1,900.00
066	8157050	Platanus x ocerifolia, 2- 1/2 inch	Ea	2.00	\$950.00	\$1,900.00
067	8167011	Turf Establishment, Performance	Syd	933.00	\$8.00	\$7,464.00
068	8230091	Hydrant, Rem	Ea	1.00	\$800.00	\$800.00
069	8230391	Gate Box, Adj, Temp, Case 1	Ea	5.00	\$500.00	\$2,500.00
070	8237001	Hydrant Extension	Ft	1.00	\$800.00	\$800.00
071	8237001	Tracer Wire, Modified	Ft	709.00	\$0.40	\$283.60
072	8237001	Water Main Backfill, Class II	Ft	709.00	\$26.00	\$18,434.00
073	8237001	Water Main, 6 inch	Ft	10.00	\$200.00	\$2,000.00
074	8237001	Water Main, 8 inch	Ft	699.00	\$125.00	\$87,375.00
075	8237001	Water Main, Rem	Ft	168.00	\$25.00	\$4,200.00
076	8237001	Water Serv Pipe, Cu, 1 inch	Ft	220.00	\$60.00	\$13,200.00
077	8237050	Bond restoration	Ea	9.00	\$500.00	\$4,500.00
078	8237050	Electrical Permit Acquisition and Compliance	Ea	9.00	\$500.00	\$4,500.00
079	8237050	Gate Box, Adj, Case 1, Modified	Ea	5.00	\$500.00	\$2,500.00
080	8237050	Gate Valve and Box, 8 inch, Modified	Ea	4.00	\$3,150.00	\$12,600.00
081	8237050	Hydrant Assembly	Ea	1.00	\$7,500.00	\$7,500.00
082	8237050	Plumbing Permit Acquisition and Compliance	Ea	9.00	\$500.00	\$4,500.00
083	8237050	Sanitary Sewer Service Connection with 15 inch by 6 inch Wye	Ea	7.00	\$2,000.00	\$14,000.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
084	8237050	Sewer Lateral Repair	Ea	1.00	\$1,000.00	\$1,000.00
085	8237050	Tracer Wire Grounding Rod	Ea	5.00	\$200.00	\$1,000.00
086	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	8.00	\$400.00	\$3,200.00
087	8237050	Wall Penetration Sleeve, Sch 40 PVC, 2 inch	Ea	1.00	\$500.00	\$500.00
088	8237050	Water Main Cut and Plug, 6 inch	Ea	4.00	\$1,000.00	\$4,000.00
089	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	3.00	\$4,850.00	\$14,550.00
090	8237050	Water Main, Connect New 8 inch to Existing 8 inch	Ea	1.00	\$5,250.00	\$5,250.00
091	8237050	Water Meter	Ea	9.00	\$250.00	\$2,250.00
092	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	9.00	\$375.00	\$3,375.00
093	8237050	Water Serv, 1 inch	Ea	7.00	\$1,950.00	\$13,650.00
095	8237050	Water Serv, Long, 1 inch	Ea	2.00	\$2,200.00	\$4,400.00
096	8237050	Water Service, Abandon, Two inch Diameter or Less	Ea	9.00	\$300.00	\$2,700.00
097	8257001	Sanitary Sewer Backfill, Class II	Ft	648.00	\$50.00	\$32,400.00
098	8257001	Sanitary Sewer, SDR 26 PVC, 15 inch	Ft	520.00	\$150.00	\$78,000.00
099	8257001	Sanitary Sewer, SDR 26 PVC, 8 inch	Ft	128.00	\$125.00	\$16,000.00
100	8257001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	165.00	\$50.00	\$8,250.00
101	8257050	Concrete Encasement	Ea	2.00	\$1,000.00	\$2,000.00
102	8257050	Sanitary Manhole, 48 inch dia	Ea	3.00	\$5,000.00	\$15,000.00
103	8257050	Sanitary Manhole, 60 inch dia	Ea	2.00	\$7,500.00	\$15,000.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
104	8257050	Sanitary Manhole, Add Depth of 48 inch dia, 8 foot to 15 foot	Ea	4.00	\$400.00	\$1,600.00
105	8257050	Sanitary Sewer Service Connection with 8 inch by 6 inch Wye	Ea	8.00	\$1,750.00	\$14,000.00
106	8267030	Water Main Fittings, DI	Lb	600.00	\$8.00	\$4,800.00
TOTAL					\$1,056,437.67	

TOTAL BID WRITTEN OUT:
ONE MILLION, FIFTY SIX THOUSAND, FOUR HUNDRED THIRTY SEVEN DOLLARS & SIXTY SEVEN CENTS

Submitted Bid:	\$1,,056,437.67
Labor Costs:	\$346,500.00
Materials Costs:	\$317,000.00
Equipment Costs:	\$392,937.67
Possible Change Orders:	N/A
Bidder's Name:	CONCORD EXCAVATING & GRADING, INC.
Address:	P.O. BOX 250
City, State, Zip:	CONCORD, MI 49237
Telephone:	517-524-8365
Fax:	517-524-8363
Email Address:	atrudell@frontiernet.net
Federal ID Number:	93-4154066

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Bid Signed By:		BRANDON GLOAR				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.

BRANDON GLOAR PRESIDENT
By _____ Its _____

CONTRACT COMPLIANCE

DATE: October 17, 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

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

In connection with this commitment CONCORD EXCAVATING understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 11/16/23

By: BRANDON GLOAR

(Bidder's Name)

By: 

(Signature)

By: PRESIDENT

(Title)

P.O. BOX 250

Address

CONCORD

City

MI 49237

State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER:	CONCORD EXCAVATING & GRADING, INC.
ADDRESS:	P.O. BOX 250
	CONCORD, MI 49237
SIGNED BY:	BRANDON GLOAR
TITLE:	PRESIDENT
DATE:	11/16/23

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: 11/16/23

By: BRANDON GLOAR

(Bidder's Name)

By: 
(Signature)

By: PRESIDENT

(Title)

P.O. BOX 250

Address

CONCORD

City

MI 49237

State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)

COUNTY OF JACKSON)

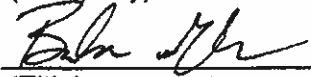
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BRANDON GLOAR, being first duly sworn, deposed and says that:

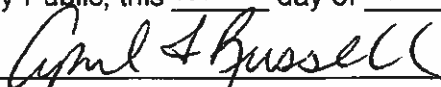
1. He is PRESIDENT of CONCORD EXCAVATING & GRADING, INC. the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 11/16/23

By: CONCORD EXCAVATING & GRADING, INC.
(Company)

By: 
(Title) PRESIDENT

Subscribed and sworn to before me, a Notary Public, this 16TH day of NOVEMBER, 2023.


APRIL F RUSSELL
Notary Public, CALHOUN County,
My commission expires: 9/17/26
ACTING IN JACKSON COUNTY

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

TRAFFIC CONTROL -

SPARTAN BARRICADING, 781 HULL RD, MASON, MI 48854

CONCRETE -

T&D CONCRETE, 5835 ELLENDALE DRIVE, LANSING, MI 48911

ASPHALT -

AMERICAN ASPHALT, 302 S CHARLES STREET, LANSING, MI 48912

RIGHT TO KNOW CONTRACTOR RELEASE FORM

BRANDON GLOAR
I, _____ an authorized representative of CONCORD EXCAVATING
am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 11/16/23


Signature _____ PRESIDENT



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name BRANDON GLOAR	Company CONCORD EXCAVATING & GRADING, INC.
Telephone 517-524-8365	Email Address atrudell@frontiernet.net

Contract or matter pending with the City:

23-04A BLAKELY AVENUE RECONSTRUCTON ELM TO PLEASANT

I, BRANDON GLOAR, 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 relative¹ or immediate family member² 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:

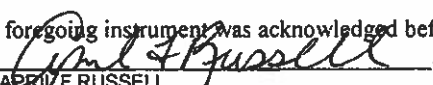
- ☒ None of the above apply.

Dated: 11/16/23


Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 16TH day of NOVEMBER, 2023.

By 
CARL F. RUSSELL

CALHOUN COUNTY ACTING IN JACKSON COUNTY

**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.

BRANDON GLOAR, PRESIDENT

Name and Title of Authorized Representative

CONCORD EXCAVATING & GRADING, INC.

Name of Participant Agency or Firm



11/16/23

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: CONCORD EXCAVATING & GRADING, INC.
 2. Established: Year 2005 Number of Employees 19
 3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ 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: PREIN & NEWHOF
Address: 1707 S PARK ST, SUITE 200
Phone: 269-372-1158
Contact: MICHAEL SCHWARTZ
Type of Work: VILLAGE OF AUGUSTA
Budget: \$1,147,096.20

5.2 Company Name: FISHBECK
Address: 1515 ARBORETUM DR S.E., GRAND RAPIDS, MI 49546
Phone: 517-899-2641
Contact: CORY STENZEL
Type of Work: CITY OF COLDWATER
Budget: \$1,377,311.95

5.3 Company Name: WHIGHTMAN
Address: 1670 LINCOLN ROAD, ALLEGAN, MI 49010
Phone: 269-692-9338
Contact: MICKEY BITTNER
Type of Work: VILLAGE OF BELLEVUE
Budget: \$711,899.83

I certify that all of the information provided is true and answered to the best of my ability.

Signed  Name BRANDON GLOAR
Title PRESIDENT Date 11/16/23

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	CONCORD EXCAVATING & GRADING, INC.
ADDRESS:	P.O. BOX 250
CITY, STATE, ZIP:	CONCORD, MI 49237
TELEPHONE:	517-524-8365
OFFICERS:	
President: BRANDON GLOAR	Email Address: gloarb7@gmail.com
Vice President: IRA HUFF	Email Address: irahuff@ymail.com
Secretary: BRANDON GLOAR	Email Address: gloarb7@gmail.com
Treasurer: IRA HUFF	Email Address: rahuff@ymail.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 18	
PARENT COMPANY NAME:	CONCORD EXCAVATING & GRADING, INC.
STREET ADDRESS:	13000 HOMER RD, P.O. BOX 250
CITY, STATE, ZIP CODE:	CONCORD, MI 49237
UNDER CURRENT MANAGEMENT SINCE (DATE):	11/2/2005

CRITERIA 3:

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

N/A

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

N/A

CRITERIA 4:

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

N/A

CRITERIA 5:

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

N/A

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).



NONE

CRITERIA 9:

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



NONE

CRITERIA 10:

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



NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:

WALTON INSURANCE GROUP

Type of Coverage:

GENERAL, AUTOMOBILE, UMBRELLA AND WORKERS COMP

Telephone:

517-787-2600

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

- ☒ Yes, we have a Fitness for Duty Program
- ☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CONCORD EXCAVATING & GRADING, INC. AGREE TO WARRANTY PER REQUIREMENTS STATED IN SPEC BOOK

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CONCORD EXCAVATING & GRADING, INC. AFFIRMS ALL WAGES AND FRINGE BENEFITS ARE PAID AS REQUIRED UNDER APPLICABLE 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.

CONCORD EXCAVATING & GRADING, INC. WILL BE IN COMPLIANCE WITH ORDINANCE AND MAKE SURE OUR SUBCONTRACTORS ARE AS WELL

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

N/A

CRITERIA 18:

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

PERSONNEL QUALIFICATIONS ATTACHED

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CONCORD EXCAVATING & GRADING, INC. AGREES THAT ALL CONSTRUCTION WORK FOR THIS PROJECT MUST PROCEED ECONOMICALLY, EFFICIENTLY, CONTINUOUSLY AND WITHOUT INTERRUPTION

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

N/A

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐

Yes

☒

No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐

Yes

☒

No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, 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.

CONCORD EXCAVATING & GRADING, INC. CURRENT LOCAL WORKFORCE IS 27%. IF WE HAVE THE NEED TO HIRE, WE ALWAYS PUT AN AD IN THE JACKSON CITIZEN PATRIOT AND MLIVE, WHICH WE HOPE DRAWS ATTENTION FROM LOCAL RESIDENTS

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

EEO ATTACHED

Print Firm Name/Principal

CONCORD EXCAVATING & GRADING, INC., BRANDON GLOAR, PRESIDENT

Signature/Principal



Date 11/16/23

Responsible Contractor Ordinance Response

1. Concord Excavating & Grading, Inc., P.O. Box 250, Concord, MI 49237, 517-524-8365
 - President, Brandon Gloar, gloarb7@gmail.com
 - Vice President, Ira Huff, irahuff@ymail.com
 - Secretary, Brandon Gloar, gloarb7@gmail.com
 - Treasurer, Ira Huff, irahuff@ymail.com
2. Concord Excavating & Grading, Inc. - 18 yrs
3. N/A
4. N/A
5. N/A
6. Subcontractor sheet attached.
7. Bonding letter attached
8. N/A
9. N/A
10. N/A
11. Insurance Cert attached.
12. We have 19 employees. Construction workers will not be misclassified as independent contractors.
13. We do a pre-hire drug test and random testing throughout the year. Alcohol and Substance Abuse Policy attached.
14. We agree to warranty per requirements stated in spec book.
15. All wages and fringe benefits are paid as required under applicable federal, state or local wage laws
16. We will be in compliance with Ordinance and make sure our subcontractors are as well.
17. N/A
18. Personnel qualification's attached.
19. References attached.
20. N/A
21. Agreed
22. Completed project list attached. No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.
23. N/A
24. 1.15 - Email from agent attached.

25. N/A

26. N/A

27. Currently our local workforce is 27%. If we have the need to hire, we always put an ad in the Jackson Citizen Patriot and MLive, which we hope draws attention from local residents.

28. EEO attached

29. EEO attached

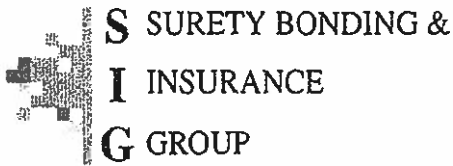
SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

ASPHALT - AMERICAN ASPHALT, 302 S CHARLES, LANSING, MI 48912

A large, dark, handwritten 'X' mark is drawn across the entire page, crossing out the lined paper. The 'X' is formed by two intersecting diagonal lines that extend from the corners towards the center.



5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobile: 517-256-2597
Email: sigkurowski@msn.com

November 15, 2023

To Whom It May Concern:

Re: Concord Excavating & Grading, Inc.

Our agency, along with Developers Surety & Indemnity Company (A- Excellent Rated), provides surety bonds for the captioned. Over the years, Concord Excavating & Grading, Inc. has distinguished itself as one of the premier underground contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, Concord has demonstrated an ability to successfully prosecute construction projects in the \$3,000,000 neighborhood, with backlogs approaching \$6,000,000. Subject to normal underwriting considerations, we stand prepared to support Concord along these lines.

Sincerely,

James S. Kurowski
President and Attorney in fact



We help build
contractors

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make constitute and appoint

James S. Kurowski and Gail A. Kurowski

of Interlochen, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

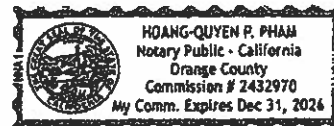
COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

DocuSigned by:

By:

Barry W. Moses, Assistant Secretary

POA No N/A

08041587ADE546C...

DocuSignEnvelopeID:33528FDD-6E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 15th day of November, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2023

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: Kathy Corden PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com
INSURED Concord Excavating & Grading Inc. PO Box 250 Concord MI 49237	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company NAIC # 21415 INSURER B: EMCASCO Insurance Co 21407 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CE2311727389

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER			BBB2158	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			6E60530	11/2/2023	11/2/2024	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 \$ 10,000			6J60530	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6H60530	11/2/2023	11/2/2024	☒ 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
A	Installation Floater			6C60530	11/2/2023	11/2/2024	\$200,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (2014/01)



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING STATEMENT

To whom it may concern,

Concord Excavating & Grading, Inc. has 19 employees. Construction workers will not be misclassified as independent contractors.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Gloar", written in a cursive style.

Brandon Gloar
President



Alcohol and Substance Abuse Policy

Concord Excavating and Grading, Inc. is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and /or alcohol is inconsistent with the behavior expected of employees. The use of illegal drugs and alcohol and misuse of prescribed and over the counter drugs subject's employees and the public to unacceptable safety risks that undermine the Company's ability to operate safely, effectively and efficiently.

The use, possession, distribution or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drug and alcohol) or testing positive for alcohol or any drug including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on Company premises or work sites or while operating the Company's equipment or vehicles.

Our Company participates in post-offer, random and post-accident drug and alcohol testing. If injured on the job you may be expected to participate in a drug and alcohol test immediately following the injury

A handwritten signature in black ink, appearing to read "Brandon Gloar", is written over a horizontal line.

Brandon Gloar, President

PLEASE INSERT RESUMES OF ALL KEY EMPLOYEES AFTER THIS PAGE
(First time applicants or renewals adding new, key employees)

EXPERIENCE

How many years has your organization been in business as a contractor under your present business name? 18 Years

How many years experience in construction work has your organization had:

As a Prime Contractor? 18 Years

As a Sub-contractor? 18 Years

KEY EMPLOYEES

Below name persons within your organization who are key employees (Attach current resumes if necessary.) Electrical contractors please indicate your master electrician(s). Submit copies of the company's current electrical license and the master's license.

ENGINEERS – FOREMEN – SUPERINTENDENTS

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
BRANDON GLOAR	PRESIDENT	24 YRS - WATERMAIN	DIPLOMA
		SANITARY SEWER, STORM	
		SEWER, STREET CONST., LAND	
		BALANCING & DEMO	
JOHN FRANSTED	FOREMAN	38 YRS - SAME AS ABOVE	DIPLOMA
ED BRETON	FOREMAN	42 YRS - SAME AS ABOVE	DIPLOMA

OTHERS (OPERATORS, LABORERS, ETC.)

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
PLEASE SEE ATTACHED		OPERATORS, LABORS, DRIVERS	
APRIL RUSSELL	OFFICE MANAGER	30 YRS - ADMINISTRATING	ASSOCIATES
		OFFICE TASK TO INSURE A	
		SUCCESSFUL AND SMOOTH	
		RUNNING ENVIRONMENT	

Do any of the persons listed above work for any other prequalified contractor? ☐ YES ☒ NO
 If yes, please indicate the company and name of individuals: (attach additional page if necessary).

**STATEMENT OF EXPERIENCE OF BIDDER
REFERENCES**

PROJECT AND LOCATION	REFERENCES
BLACKMAN TOWNSHIP	JACK RIPSTRA - (517) 789-9898 RIPSTRA AND SCHEPPELMAN
RUGGLES & COMPTON CITY OF BRONSON	MICHAEL SCHWARTZ - (269) 372-1158 PREIN & NEWHOF
VILLAGE OF CONCORD	JASON BLOSSOM - (517) 812-7556 VILLAGE OF CONCORD
SMITH & MONROE CITY OF COLDWATER	CORY STENZEL - (517) 899-2641 FISHBECK
VARIOUS JOBS AND LOCATIONS	MATT UETRECHT - (517) 787-4200 MICHIGAN PAVING
RIVER CROSSING UNION CITY	JEFF WINGARD - (269) 373-7518 FLEIS & VANDENBRINK
VILLAGE OF BELLEVUE	MICKEY BITTNER - 269-692-9338 WHIGHTMAN

BIDDERS QUALIFICATION STATEMENT

COMPLETED PROJECTS

NAME, LOCATION, AND DESCRIPTION OF PROJECT	OWNER ADDRESS & PHONE #	DESIGN ENGINEER ADDRESS & PHONE #	DATE COMPLETED	CONTRACT PRICE
RUGGLES & COMPTON STREETS BRONSON, MI SANITARY SEWER, WATERMAIN, SEWER, ROAD RECONSTRUCTION	CITY OF BRONSON 141 S MATTESON STREET BRONSON, MI 49028 517-369-7334	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/21	\$1,206,633.09
SMITH AND N MONROE RD COLDWATER, MI WATERMAIN, SANITARY SEWER, STORM SEWER, ROAD RECONSTRUCTION, SIDEWALK REPAIR	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	12/21	\$848,354.72
CONCORD WATERMAIN CONCORD, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	VILLAGE OF CONCORD P.O. BOX 306 CONCORD, MI 49237 JASON BLOSSOM 517-812-7556	RIPSTRA & SCHEPPELMAN 2535 SPRING ARBOR ROAD JACKSON, MI 49203 JACK RIPSTRA 517-789-9898	7/22	\$3,833,735.07
2 ND STREET WATERMAIN DEXTER, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	CITY OF DEXTER 8123 MAIN STREET DEXTER, MI 734-426-8303	OHM ADVISORS 34000 PLYMOUTH ROAD LIVONIA, MI 48150 CHRIS DONAJKOWSKI 734-522-6711	7/22	\$846,223.42
MICHIGAN, WASHINGTON, AND PERKINS UTILITY AND ROAD IMPROVEMENTS	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	5/23	\$1,501,786.66
WATER SUPPLY SYSTEM IMPROVEMENTS	VILLAGE OF AUGUSTA 109 CLINTON STREET AUGUSTA, MI 49012	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/23	\$1,533,342.85
JEFFERSON AND MADDISON STREET IMPROVEMENTS	VILLAGE OF BELLEVUE 201 N MAIN STREET BELLEVUE, MI 149021	WHITMAN 1670 LINCOLN ROAD ALLEGAN, MI 49010 MIKEY BITTNER 269-692-9338	11/23	\$711,899.83

No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. SKILL ASSESSMENT

To whom it may concern,

Concord Excavating & Grading, Inc. assesses the skills and qualification of employees through previous employment references. We also do on the job training with supervision from our highest experienced employees.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Gloar".

Brandon Gloar
President

April Russell

From: Kathy Corden <kcorden@waltoninsurancegroup.com>
Sent: Thursday, November 16, 2023 8:03 AM
To: 'atrudell@frontiernet.net'
Subject: EMR's

Hi April,

Below are your EMR's:

3/28/23-24 - .76
3/28/22-23 - 1.22
3/28/21-22 - 1.48
3/28/20-21 - 1.53

If you have any questions, please let me know.

Thanks,

Kathy Corden | Commercial Account Manager



2929 Spring Arbor Road, Jackson MI 49203

Main: 517-787-2600

Desk & Fax: 517-796-6234

kcorden@waltoninsurancegroup.com

Please note that my hours are 7:30 am to 4:00 pm EST.

The information contained in this communication is highly confidential and is intended solely for the use of the individual(s) to whom this communication is directed. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information is prohibited. Please notify the sender, by electronic mail or telephone, of any unintended receipt and delete the original message without making any copies.



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING CERTIFICATION

To whom it may concern,

Concord Excavating & Grading, Inc. will not be using any Masters or Journeypersons on this project.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Gloar".

Brandon Gloar
President



EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

CONCORD EXCAVATING AND GRADING, INC.

It is the policy of Concord Excavating and Grading, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, gender, color, age, martial status, height, weight, misdemeanor arrest record, disability or national origin. Such action shall include: employment, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship and or on the job training.

A handwritten signature in dark ink, reading "April Russell", is written over a horizontal line.

April Russell
EEO Coordinator

November 16, 2023



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Leavitt & Starck Excavating, Inc.

16220 National Parkway

Lansing, MI 48906

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52407-3909

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: Five Percent of Bid (5% of Bid)

PROJECT:

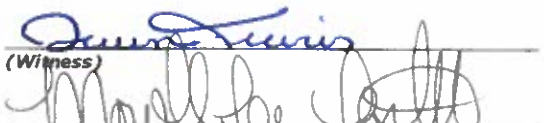
City of Jackson - 23-04A Blakely Avenue Reconstruction - Elm to Pleasant
(Name, location or address, and Project number, if any)

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 16th day of November, 2023


(Witness)

(Witness) Monell Foster

Leavitt & Starck Excavating, Inc.
(Principal)  (Seal)
(Title)
United Fire & Casualty Company
(Surety)  (Seal)
(Title) John T. Foster, Attorney-in-Fact

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO.

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

John T. Foster, James Slear, Ian T. Foster, Connor McDowell

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By

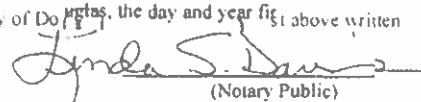
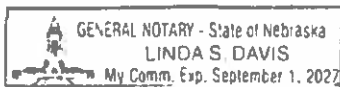


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written


(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 16th day of November, 2023



Jeffrey A. Silver, Secretary

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: Nov. 16, 2023

In compliance with your invitation for bids dated **October 17, 2023** to perform **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

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 Beaumont & Storch Executing, Inc.
organized and existing under the laws of the State of Michigan
with offices at 16220 National Hwy, Lansing, MI 48906
(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# 45-4335441

(Corporate Seal, if applicable)

Name of Bidder: Beaumont & Storch Executing, Inc.

Signed By: [Signature]

Its: President

BID SHEET

DATE: Nov. 16, 2023

PROPOSAL FOR: **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.

Date

_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	<u>57,068.50</u>	<u>57,068.50</u>
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	6.00	<u>420.00</u>	<u>2,520.00</u>
003	2030011	Dr Structure, Rem	Ea	13.00	<u>764.00</u>	<u>9,932.00</u>
004	2030015	Sewer, Rem, Less than 24 inch	Ft	1,108.00	<u>16.00</u>	<u>17,728.00</u>
005	2040020	Curb and Gutter, Rem	Ft	730.00	<u>14.26</u>	<u>10,409.80</u>

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
006	2040055	Sidewalk, Rem	Syd	215.00	12.25	2,633.75
008	2040080	Exploratory Investigation, Vertical	Ft	14.00	95.00	1,330.00
009	2047001	Pavt, Sawcut	Ft	225.00	12.60	2,835.00
010	2047011	Driveway, Rem	Syd	242.00	26.00	6,292.00
011	2047011	Pavt, Rem, Modified	Syd	7.00	95.00	665.00
012	2050018	Excavation, Rock	Cyd	4.00	110.00	440.00
013	2057002	Roadway Grading, Special	Sta	6.50	3,770.00	24,505.00
014	2057021	Flowable Fill, Non-Structual	Cyd	4.50	300.00	1,350.00
015	2057021	Subgrade Undercutting, 1 x 3	Cyd	168.00	55.00	9,240.00
016	2080016	Erosion Control, Gravel Access Approach	Ea	2.00	2,014.00	4,028.00
017	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	12.00	174.62	2,095.44
018	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	4.00	124.00	496.00
019	2090001	Project Cleanup	LSUM	1.00	10,000.00	10,000.00
020	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	2,519.00	19.05	47,986.95
021	4021260	Trench Undercut and Backfill	Cyd	5.00	100.00	500.00
022	4027001	Sewer Backfill, Class II	Ft	174.00	24.75	4,306.50
023	4027001	Sewer, CL E, 12 inch	Ft	138.00	137.09	18,918.42
024	4027001	Sewer, CL E, 18 inch	Ft	16.00	150.39	2,406.24
025	4030308	Dr Structure, Tap, 8 inch	Ea	3.00	250.00	750.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
026	4030312	Dr Structure, Tap, 12 inch	Ea	1.00	250.00	250.00
027	4037050	Catch Basin Cover, Curb	Ea	5.00	1242.70	6213.50
028	4037050	Catch Basin Cover, Drive	Ea	2.00	1253.30	2506.60
029	4037050	Catch Basin, 24 inch dia	Ea	1.00	1714.00	1714.00
030	4037050	Catch Basin, 48 inch Dia	Ea	7.00	2617.70	18323.90
031	4037050	Mh Cover, Std	Ea	7.00	993.60	6955.20
032	4037050	Storm Manhole, 60 inch Dia	Ea	1.00	4030.00	4030.00
033	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	14.00	1200.00	16,800.00
034	4037050	Utility Structure Cover, Temp Lower, Modified	Ea	4.00	675.00	2700.00
035	5010025	Hand Patching	Ton	5.00	367.50	1837.50
036	5017011	HMA Surface, Rem, Modified	Syd	1,978.00	5.00	9890.00
037	5017031	HMA, 13A	Ton	432.00	1659.0	71,668.80
038	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	184.00	87.63	16,123.92
039	8020038	Curb and Gutter, Conc, Det F4	Ft	954.00	37.25	35,530.50
040	8027001	Driveway Opening, Conc, Det L	Ft	194.00	40.75	7905.50
041	8030010	Detectable Warning Surface	Ft	60.00	157.50	9450.00
042	8030030	Curb Ramp Opening, Conc	Ft	84.00	40.75	3423.00
043	8030044	Sidewalk, Conc, 4 inch	Sft	1,519.00	7.43	11,286.17
044	8030046	Sidewalk, Conc, 6 inch	Sft	1,309.00	9.45	12370.05

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
045	8032002	Curb Ramp, Conc, 6 inch	Sft	742.00	9.45	7011.90
047	8100371	Post, Steel, 3 pound	Ft	14.00	12.60	176.40
048	8100402	Sign, Type III, Erect, Salv	Ea	1.00	210.00	210.00
049	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	15.00	82.69	1240.35
050	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	15.00	394	5910
051	8120026	Pedestrian Type II Barricade, Temp	Ea	10.00	7481	74810
052	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50.00	2126	106300
053	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	1558	77900
054	8120170	Minor Traf Devices	LSUM	1.00	25,675.00	25,675.00
055	8120310	Sign Cover	Ea	2.00	3150	6300
056	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	578.00	4.04	2335.12
057	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	578.00	0.39	22542
058	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	10.00	4.15	41.50
059	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	10.00	0.39	390
060	8120370	Traf Regulator Control	LSUM	1.00	10,000.00	10,000.00
061	8150001	Site Preparation, Max \$2,000.00	LSUM	1.00	2100.00	2100.00
062	8150002	Watering and Cultivating, First Season, Min \$1,000.00	LSUM	1.00	1050.00	1050.00
063	8150003	Watering and Cultivating, 2nd Season, Min \$1,000.00	LSUM	1.00	1050.00	1050.00
064	8157050	Acer rubrum Bowhall, 2- 1/2 inch	Ea	2.00	1480.50	2961.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
065	8157050	Gleditsia triacanthos inermis Skyline, 2-1/2 inch	Ea	2.00	1480.50	2961.00
066	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	2.00	1480.50	2961.00
067	8167011	Turf Establishment, Performance	Syd	933.00	10.50	9852.48
068	8230091	Hydrant, Rem	Ea	1.00	382.00	382.00
069	8230391	Gate Box, Adj, Temp, Case 1	Ea	5.00	652.00	3260.00
070	8237001	Hydrant Extension	Ft	1.00	848.58	848.58
071	8237001	Tracer Wire, Modified	Ft	709.00	0.77	545.93
072	8237001	Water Main Backfill, Class II	Ft	709.00	64.00	45,376.00
073	8237001	Water Main, 6 inch	Ft	10.00	263.60	2,636.00
074	8237001	Water Main, 8 inch	Ft	699.00	147.28	102,918.72
075	8237001	Water Main, Rem	Ft	168.00	40.00	6,720.00
076	8237001	Water Serv Pipe, Cu, 1 inch	Ft	220.00	165.40	36,388.00
077	8237050	Bond restoration	Ea	9.00	1050.00	9450.00
078	8237050	Electrical Permit Acquisition and Compliance	Ea	9.00	525.00	4725.00
079	8237050	Gate Box, Adj, Case 1, Modified	Ea	5.00	900.00	4500.00
080	8237050	Gate Valve and Box, 8 inch, Modified	Ea	4.00	3285.00	13,142.40
081	8237050	Hydrant Assembly	Ea	1.00	7194.90	7194.90
082	8237050	Plumbing Permit Acquisition and Compliance	Ea	9.00	525.00	4725.00
083	8237050	Sanitary Sewer Service Connection with 15 inch by 6 inch Wye	Ea	7.00	931.70	6521.90

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
084	8237050	Sewer Lateral Repair	Ea	1.00	2095.70	2095.70
085	8237050	Tracer Wire Grounding Rod	Ea	5.00	235.40	1177.00
086	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	8.00	202.12	1616.96
087	8237050	Wall Penetration Sleeve, Sch 40 PVC, 2 inch	Ea	1.00	219.35	219.35
088	8237050	Water Main Cut and Plug, 6 inch	Ea	4.00	1756.00	7024.00
089	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	3.00	6509.00	19,527.00
090	8237050	Water Main, Connect New 8 inch to Existing 8 inch	Ea	1.00	6752.80	6752.80
091	8237050	Water Meter	Ea	9.00	1050.00	9450.00
092	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	9.00	380.00	3420.00
093	8237050	Water Serv, 1 inch	Ea	7.00	36916.00	25,842.00
095	8237050	Water Serv, Long, 1 inch	Ea	2.00	4456.00	8912.00
096	8237050	Water Service, Abandon, Two inch Diameter or Less	Ea	9.00	220.00	1980.00
097	8257001	Sanitary Sewer Backfill, Class II	Ft	648.00	32.00	20,736.00
098	8257001	Sanitary Sewer, SDR 26 PVC, 15 inch	Ft	520.00	165.00	85,831.20
099	8257001	Sanitary Sewer, SDR 26 PVC, 8 inch	Ft	128.00	145.45	18,617.60
100	8257001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	165.00	289.72	47,803.80
101	8257050	Concrete Encasement	Ea	2.00	1,000.00	2,000.00
102	8257050	Sanitary Manhole, 48 inch dia	Ea	3.00	7184.16	21,552.48
103	8257050	Sanitary Manhole, 60 inch dia	Ea	2.00	9190.40	18,380.80

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
104	8257050	Sanitary Manhole, Add Depth of 48 inch dia, 8 foot to 15 foot	Ea	4.00	516.60	2066.40
105	8257050	Sanitary Sewer Service Connection with 8 inch by 6 inch Wye	Ea	8.00	326.02	2608.16
106	8267030	Water Main Fittings, DI	Lb	600.00	13.27	7962.00
TOTAL					1,113,803.19	
TOTAL BID WRITTEN OUT: one million one hundred thirteen thousand eight hundred three and 19/100						
Submitted Bid:		1,113,803.19				
Labor Costs:		378,703.19				
Materials Costs:		355,100.00				
Equipment Costs:		380,000.00				
Possible Change Orders:		Unknown				
Bidder's Name:		Leavitt & Starch Excavating, Inc.				
Address:		16220 National Parkway				
City, State, Zip:		Waukegan, MI 48906				
Telephone:		517-323-7630				
Fax:		517-338-0767				
Email Address:		deane.leavittandstarch.com				
Federal ID Number:		45-4335441				

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Bid Signed By:		 Print or Type				
Title:						

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By  Its 

CONTRACT COMPLIANCE

DATE: October 17, 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

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

In connection with this commitment Heavitt & Storch Excavating understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: Nov 16, 2023

By:

Heavitt & Storch Excavating
(Bidder's Name)

By:

[Signature]
(Signature)

By:

President
(Title)

16220 National Parkway
Address

Lansing
City

MI 48906
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 not 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.

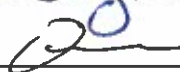
NAME OF BIDDER:

Beavitt & Storch Excavating, Inc.

ADDRESS:

16220 National Parkway
Warrens, MI 48090

SIGNED BY:



TITLE:

President

DATE:

November 16, 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: Nov 16, 2023

By: Lequitt & Storch Excavating
(Bidder's Name)

By: [Signature]
(Signature)

By: President
(Title)

16220 National Hwy
Address

Longing
City

MI 489106
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Clinton)

Dean Beavitt, being first duly sworn, deposed and says that:

1. He is President of Beavitt & Storch Excavating 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: Nov. 16, 2023

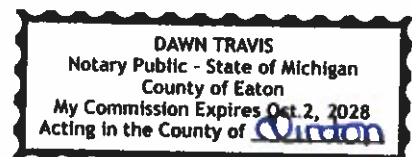
By: Beavitt & Storch Excavating
(Company)

By: Dean Beavitt
(Title)

Subscribed and sworn to before me, a Notary Public, this 16 day of November, 2023.

Dawn Travis

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.

Anderson Fole

Spartan Services

RIGHT TO KNOW CONTRACTOR RELEASE FORM

I, Dean Bequith an authorized representative of Bequith & Storch Excavating am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated November 16, 2023


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name	Company <u>Beckwith & Storch Excavating</u>
Telephone <u>571-323-7630</u>	Email Address

Contract or matter pending with the City:

23-04A Blakely Ave Reconstruction

I, Dean Beckwith, 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 relative¹ or immediate family member² 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.

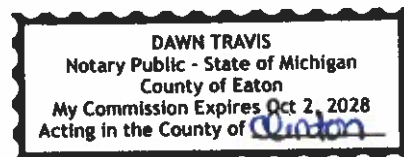
Dated: Nov. 16, 2023

[Signature]
Signature

STATE OF MICHIGAN)
 Clinton) SS
COUNTY OF ~~JACKSON~~)

The foregoing instrument was acknowledged before me this 16 day of November, 2023
By _____

[Signature]



**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.

Dean Hewitt, President
Name and Title of Authorized Representative

Hewitt & Storch Executives, Inc.
Name of Participant Agency or Firm

[Signature] 11/16/2023
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: Leavitt & Strickland Excavating, Inc.
2. Established: Year 2011 Number of Employees 85
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

nil

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: Please see attached References

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

5.2 Company Name: _____

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

5.3 Company Name: _____

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

I certify that all of the information provided is true and answered to the best of my ability.

Signed [Signature] Name Dean Leavitt
Title President Date November 16, 2023

Leavitt & Starck Excavating, Inc.

16220 National Parkway
Lansing, MI 48906
Phone (517) 323-7630 Fax (517) 338-0767

Project References

Project Name:	East Lansing Local Streets 2016
Contract Amount:	\$800,000.00
Owner:	City of East Lansing
Construction Manager / General Contractor:	
Engineer / Architect:	City of East Lansing
Contact:	Jack Schineman - East Lansing - 517-337-9459
Completion Date:	August, 2016
Description:	The project included approximately 1500LF of water main, storm sewer, and street reconstruction for the City of East Lansing. Access had to be maintained for residents of the apartment buildings in the neighborhood.
Project Name:	Willoughby Estates
Contract Amount:	\$3,800,000.00
Owner:	Scott Wieland
Construction Manager / General Contractor:	Wieland
Engineer / Architect:	LSG
Contact:	Scott Wieland
Completion Date:	2018
Description:	The project consisted of the clearing, site work and utility installation for a new development consisting of apartment buildings, condominiums, and single family houses on the site of a former concrete plant. All of the material and concrete onsite had to be crushed, screened, and reused due to the fact all of the soil was contaminated. A concrete box culvert also had to be installed over an existing county drain. Massive undercuts were completed to prepare for building foundations.
Project Name:	Realize Cedar Street
Contract Amount:	\$5,831,715.42
Owner:	Delhi Charter Township
Construction Manager / General Contractor:	Leavitt & Starck Excavating, Inc.
Engineer / Architect:	Hubbell, Roth & Clark, Inc.
Contact:	Lia Michaels (HRC)
Completion Date:	Jun-19
Description:	This project consisted of 4000LF of complete road reconstruction including storm sewer, sanitary sewer, and various water main relocations along the busy 4 lane part of Cedar Street between Holt Road, and Aurelius Road. This project had to be completed while maintaining one lane of northbound traffic at all times. Access to all businesses and houses had to be maintained as well. The project also included the complete reconstruction of the Holt Road and Cedar Street intersection, and the Aurelius Road and Cedar Street intersection. Both intersections had to be completely reconstructed and open to traffic within a two week time period. Complete sidewalk reconstruction, landscaping, and irrigation was also a part of this project.
Project Name:	Michigan Ave & Harrison Road Sewer Improvements
Contract Amount:	\$10,500,000.00
Owner:	City of East Lansing
Construction Manager / General Contractor:	Leavitt & Starck Excavating, Inc.
Engineer / Architect:	Tetra Tech
Contact:	Cory Stenzel - Tetra Tech
Completion Date:	Jun-20
Description:	The work consists of the installation of 4,097 feet of 18-inch to 60-inch sanitary sewer along Michigan Avenue between Harrison Road and Highland Avenue running along W. Brody Road to the RTB building and the installation of 2,055 feet of 12-inch to 30-inch storm sewer along Michigan Avenue between Harrison Road and Highland Avenue. The project includes excavation, bypass pumping, the installation of new sanitary and combined sewer via open cut, jack and bore, tunneling, and directional drilling methods. It also includes the installation of new storm sewer, the rehabilitation of existing sanitary and storm sewers and manholes, the removal and abandonment of the existing sanitary and storm sewers, the installation of new junction chambers and siphon chambers, the removal of existing pavement, the installation of new HMA pavement, sidewalk and concrete drive replacement, and overall site restoration. Key elements of this project included 600 feet of 54" pipe tunneling and jacking on the west side of the MSU Brody Complex, and directional drilling two 24" sanitary lines, and one 18" sanitary line under the Red Cedar River. One lane of traffic in each direction must be maintained at all times with complete road closures only allowed on weekends. Maintaining vehicular and pedestrian traffic is key to the success of this project.

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:	Leavitt & Starch Excavating, Inc.
ADDRESS:	16220 National Parkway
CITY, STATE, ZIP:	Lansing, MI 48906
TELEPHONE:	517-323-7630
OFFICERS:	
President: Dean Leavitt	Email Address: deanleavittandstarch.com
Vice President: Tom Starch	Email Address: tomleavittandstarch.com
Secretary: Tom Starch	Email Address: tomleavittandstarch.com
Treasurer: Tom Starch	Email Address: tomleavittandstarch.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Leavitt & Starch Excavating, Inc.
STREET ADDRESS:	16220 National Parkway
CITY, STATE, ZIP CODE:	Lansing, MI 48906
UNDER CURRENT MANAGEMENT SINCE (DATE):	December 2011

CRITERIA 3:

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

City of Las Vegas Drainlayer
Liquid Industrial Byproduct
Delhi Trap Drainlayer
Meridian Trap Drainlayer
City of Las Vegas Building Wrecker

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

None

CRITERIA 4:

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

Confirmed

CRITERIA 5:

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

Verified

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. *see by references*

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan. *see bonding letter*

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:

See attached

Type of Coverage:

Telephone:

Are you self-insured for Worker's Compensation Insurance? Yes ☒ No ☐

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

All Leavitt-Stark staff are employees of the company. No employees or subcontractors are classified as independent contractors. All employees of Leavitt-Stark and any subcontractors will be disclosed on the certified pay reports.



LEAV&ST-01

LLUCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2023

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 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 David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	CONTACT NAME: Lauren Luce		
	PHONE (A/C, No, Ext): (517) 492-8269	FAX (A/C, No):	
	E-MAIL ADDRESS: lluce@davidchapmanagency.com		
INSURED Leavitt & Starck Excavating Inc Dawn Travis 16220 National Parkway Lansing, MI 48906	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : EMCASCO		21407
	INSURER B : Employers Mutual Casualty		21415
	INSURER C : Safety National Casualty Corporation		15105
	INSURER D : Westchester Surplus Lines Ins		10172
	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, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6D54519	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							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			6E54519	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6J54519	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000	
							AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			LEAVI1C	5/1/2023	4/30/2024	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Contractors Pollutio			G28248957002	4/1/2023	5/1/2024	Per Incident \$ 2,000,000	
D	Contractors Pollutio			G28248957002	4/1/2023	5/1/2024	Per Aggregate \$ 2,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes
on the Above Date of Issue Only

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

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 *For personnel operating CDL vehicles*

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

see attached stated warranty statement

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 will be included on certified pay reports

Leavitt & Starck Excavating, Inc.

Date of Letter

WARRANTY

Project: Project Name

Owner: Owner Name

RE: Certificate of Warranty

Effective Date: Date of Substantial Completion

We hereby warrant and guarantee that the material and/or labor we supplied for the **Site Work** for the above referenced project is free from defects for a period of one year from the date of "Substantial Completion"; and the work as installed will fulfill the requirements in the contract documents according to the manufacturer's warranty. This is in addition to and does not void any warranty provided by the manufacturer.

The undersigned agrees to repair or replace any or all such work, as appropriate, together with any other adjacent work which may be displaced in connection with such replacement of work that may prove to be defective in workmanship or material within a period of one year from the Date of Substantial Completion; ordinary wear and tear and unusual abuse or neglect are exceptions. If there are any special care or maintenance requirements as conditions under this warranty, such requirements have been discussed and accepted by the Owner and are attachments to this and incorporated herein. Date of Substantial completion is determined by the provision of the agreement between **General Contractor** (General Contractor) and the Owner of the project.

If we fail to commence and correct any work required under this warranty in a reasonable time frame, General Contractor, or the Owner, at the General Contractor's option, may correct or cause the work to be completed and we agree to pay any and all costs thereof within fifteen (15) calendar days from the date of such invoice from General Contractor or the Owner.

Special care instructions or other maintenance requirements __ are __ are not attached here to (please initial appropriate response; if no response is indicated, it will be presumed that there are no applicable care of maintenance requirements).

Leavitt & Starck Excavating, Inc.

Subcontractor or Suppliers Name

Signed and sworn to before me in

16220 National Parkway
Address

_____ County, Michigan on this

Lansing, MI 48906
City, State & Zip

_____ day of _____, 20__

(517) 323-7630
Phone Number

_____, NOTARY PUBLIC

Authorized Signature

Date

My Commission Expires:

16220 National Parkway, Lansing, MI 48906
Ph: 517-323-7630 / Fx: 517-338-0767

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

least. Start with comply with applicable ordinances

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Unknown at this point

CRITERIA 18:

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

see attached resumes

Dean C. Leavitt

710 S. Perkey Road
Charlotte, MI 48813
517-202-3209

Experience

President – Leavitt & Starck Excavating, Inc.

December 2011 – Present

- Responsible for procuring and managing up to 4 million dollars of work.
- Manage daily business operations
- Schedule and supervise all field personnel and operations

Owner – Leavitt LLC

April 2010 – Present

- Manage daily business operations

Project Estimator/Manager – TCI Inc. of Michigan

March 2010 – October 2010

- Responsible for procuring and managing up to 5 million dollars of work.
- Delegate bidding responsibilities of multiple project managers
- Maintain and propagate GPS field operations
- Schedule and supervise all field personnel and operations

Project Estimator/Manager – Teri's Excavating/TCI Inc. of Michigan

January 2007 – March 2010

- Responsible for procuring and managing up to 7 million dollars of work.
- Manage the bid schedule of both companies
- Maintain the GPS operations of both companies
- Integrate operations of both companies to maintain maximum efficiency of both

Project Estimator/Manager – Teri's Excavating

January 2006 – December 2006

- Responsible for procuring and managing up to 3 million dollars worth of work.
- Responsible for the integration of GPS into the field operations.
- Responsible for layout of utilities and earthwork on all of the jobs.

General Superintendent – E.T. Mackenzie Company

January 2002 – December 2005

- Responsible for scheduling up to 200 employees on various jobs

throughout the state of Michigan.

- Responsible for coordinating equipment deliveries to all jobs in Michigan.
- Responsible for scheduling up to 40 trucks delivering materials to multiple jobsites.
- Responsible for completing up to 50 million dollars worth of work each year on time.
- Responsible for coordinating day to day sand, gravel, concrete and spoil pit operations.

Foreman – E.T. Mackenzie Company

January 1998 – December 2001

- Responsible for coordinating the day to day operations onsite for larger (1 to 4 million dollars generally) private and commercial jobs in the state of Michigan.
- Responsible for coordinating and scheduling multiple sewer and earthwork crews on the same job.
- Responsible for coordinating and scheduling multiple subcontractors on the same job.
- Performed most of my own layout on the jobs for utilities and earthwork using GPS and robotic total stations.
- Responsible for coordinating and meeting the owners schedule on multiple projects.

Surveyor – E.T. Mackenzie Company

January 1997 – December 1997

- Responsible for layout of utilities and earthwork for crews throughout the state of Michigan.
- Responsible for integration of GPS into the field operations.

Foreman – WWA Bridge Company

September 1996 – December 1996

- Responsible for day to day operations onsite for bridge painting and removal projects throughout the state of Michigan.

Design Engineer – Fishbeck, Thompson, Carr and Huber

January 1995 – August 1996

- Responsible for providing clients with feasible designs on small to medium sized water and sewer projects in the state of Michigan.
- Responsible for coordinating utility company issues on various projects.

Project Inspector – Fishbeck, Thompson, Carr and Huber

June 1994 – December 1995

- Responsible for ensuring that various CSO type projects in Grand Rapids and South Haven, Michigan were built to the owners specifications.

Student Engineering Aide – MSU Physical Plant

August 1991 – May 1994

- Responsible for Miss Digs and asbuilts for utilities on campus
- Responsible for recordkeeping of all renovation and construction jobs on campus

Education

Bachelor of Science - Civil Engineering

Michigan State University

May 1994

Training

Certified Storm water operator

EIT test passed

CPR and First Aid trained

MIOSHA safety and Qualified Person training

Amerisure Loss Prevention training

Thomas W. Starck
404 Haley Ct
Laingsburg, MI 48848
Phone Number: (517) 202-5068

EDUCATION:

Michigan State University:

Bachelor of Science - Construction Management (December 2007)

EXPERIENCE:

Leavitt & Starck Excavating, Inc., Lansing, MI (January 2012- Present)

Vice President

Responsible for procuring, scheduling, and managing projects, along with coordinating and planning day to day operations

Leavitt LLC, Ovid, MI (May 2011-December 2011)

Responsible for procuring, scheduling, and managing work, along with coordinating and planning day to day business operations

TCI Inc, of Michigan, Eaton Rapids, MI (January 2008-April 2011)

Estimator/Project Manager

Responsible for procuring, managing, and scheduling up to \$5,000,000.00 of site and utility work

Responsible for GPS layout and staking on projects

E.T. MacKenzie Companies, Grand Ledge, MI (May 2005- December 2007)

Heavy Equipment Operator

Responsibilities included operating bulldozers, loaders, backhoes, and excavators on various large commercial and public projects in the state of Michigan

Mint City Excavating, Inc., St. Johns, MI (June 2000- April 2005),

Heavy Equipment Operator and Truck Driver

Responsibilities included operating bulldozers, excavators, loaders, backhoes, etc on various commercial and residential projects in the greater Lansing area

LICENSES/TRAINING

Commercial Driver License Class A

Certified Storm Water Operator

30 Hour OSHA Safety Training

Leavitt & Starck Excavating, Inc.

Clint Martinez
Project Engineer

2017-Present – Leavitt & Starck Excavating, Inc. – Project Engineer

Responsibilities Include:

- Carlson Takeoff CAD operator performing estimating, construction drawing, surveying & staking calculations.
- Project Engineer providing consultation services to crews
- Project estimation
- Project Supervisor for directionally drilled utility construction crew
- Company Surveyor providing construction staking on projects
- Certified MDEQ Comprehensive and Construction Site storm water operator performing plan review and site inspections
- PACP/MACP/LACP certified through NASSCO for the inspection of sewer system components.
- MDEQ Certified Drinking Water Distribution System Operator, License S-2

2013-2017 - City of East Lansing - Engineering Technician II

Responsibilities Included:

- AutoCAD system manager and standards developer, currently implementing, managing, and providing staff support for current versions of AutoCAD LT, AutoCAD, and AutoCAD Map 3D. Familiarity with other versions including AutoCAD MEP and Civil 3D.
- Lead designer for infrastructure projects including sewer, water, roadway, ADA compliant facilities and other related systems. Plan and specification development, cost estimating, and field staff support during construction.
- Field observer for construction activities, overseeing infrastructure improvements projects of varying degrees of complexity and cost. Item tracking, daily field reporting, inter-agency coordination.
- Created and managed the department's survey program, performing topographic surveys and construction staking for construction projects which are designed in-house. Proficient with Trimble data collection hardware and software, Trimble GPS systems, and Nikon & Sokkia manual total stations.
- Certified MDEQ Comprehensive and Construction Site storm water operator performing plan review and site inspections
- PACP/MACP/LACP certified through NASSCO for the inspection of sewer system components.
- MDEQ Certified Drinking Water Distribution System Operator, License S-2

2004-2013 - Wolverine Engineers and Surveyors, Inc. - Engineering Technician II

Responsibilities Included:

Preliminary Survey, Project Design, Quantity Calculations, Public Relations, Project Management, AutoCAD Operator (Land Desktop 2002-2008, AutoCAD MEP, AutoCAD Civil 3D), Sewer Analysis, Cost Estimating, Construction Inspection, MDOT/MEDC project documentation, in-place density determination, on-site concrete testing, contractor payment, In-house Training Instructor, MDOT FieldManager Operator, FHWA Certified Bridge Inspector

2002 - 2004 – Enger Surveying and Engineering – Instrument Operator/Rodman/Crew Chief

Responsibilities Included:

Member of two/three-man construction site layout crew with additional experience in Boundary, Photographic Control, ALTA, Topographic, and Mortgage Surveys. Experience in Construction Inspection.

1999-2002 – Robert L. Johnson Construction – General Laborer/Equipment Operator/Site Layout/Crew Leader

Responsibilities Included:

Light/Heavy Equipment Operator, Supervisor of basement and construction site layout and grade designs, Project Supervisor of four-man water/sewer service boring/installation/repair crew, Laborer for underground utility and roadway construction site crew. Experience in septic system installation and maintenance.

1997-1999 – Ripstra and Scheppelman- Instrument Operator/Rodman

Responsibilities Included:

Member of two/three-man construction site layout crew with additional experience in Boundary, Photographic Control, ALTA, Topographic, and Mortgage Surveys. Experience in Construction Inspection.

1994-1997 – Glenn Fauser Surveying – Instrument Operator/Rodman

Responsibilities Included:

Member of two-man Boundary and Mortgage Survey Crew, with experience in photographic controlled surveys and construction site layout. AutoCAD drafting experience with R-11.

KURT HEBELER

6244 E Walker Rd, Ovid MI, 48866 • (517) 719-5148

kurt@leavittandstarck.com

Operating Foreman, Estimator, Project Manager dealing with day to day management of construction/excavation projects. Including but not limited to sanitary, storm, and water main. Site development, road construction, and demolition.

EXPERIENCE

1996 – 2005

OPERATING FOREMAN, HEBELER ENTERPRISES, INC.

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition.

2005 – 2009

OPERATING FOREMAN, YOUNGSTROM CONTRACTING

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

2009 – 2013

OPERATING FOREMAN, MILLER BROTHERS EXCAVATING

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

2013 – PRESENT

OPERATING FOREMAN, ESTIMATOR, PROJECT MANAGER.

LEAVITT & STARCK EXCAVATING, INC.

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

EDUCATION

JUNE 1996

HIGH SCHOOL DIPLOMA, ST. JOHNS HIGH SCHOOL

Graduated with honors at top of graduating class.

SKILLS

- Great communication skills
- Interpreting and applying blueprints
- Scheduling and managing work forces.
- Managing job sites with safety and production going hand in hand.

Dawn Travis
7409 Chellmar Dr.
Lansing, MI 48906

SKILLS PROFILE

- Proficient with: Microsoft Office – Outlook, Excel & Word
- Excellent filing and organizational skills
- Ability to produce various methods of correspondence as well as manage a multi-line phone system involving numerous lenders
- Extremely customer service orientated
- Notary Public

EMPLOYMENT HISTORY

Leavitt & Starck Excavating, Inc

Chief Financial Officer

2016 – Present

- Project Contract Administration, drafting contracts & ensuring proper insurance documentation is received and maintained
- Processing of both Accounts Payable & Accounts Receivable
- Payroll Processing / Employee Benefits Management
- Coordination of Corporate Insurance
- Corporation / Project / Trucking Permitting & Bonding

Union Bank – Lake Odessa, MI

Loan Operations

2013 – 2016

- Oversee Commercial, Consumer and Residential Loan Operations
- Coordinate and assist staff training on Regulations & Origination Systems
- System Admin for various Loan Origination Programs
- Perform Pre Close & Post Close file review for Commercial & Consumer loan files respectively
- Assist in preparing loan documentation as needed

Credit Assistant

2011 – 2013

- Maintain and track financial statements
- Assist in completion of credit requests
- Compile weekly reports for the Lending and Credit departments
- Create and maintain property tax tracking report.

Administrative Assistant

2010 – 2011

- Document Commercial & Consumer loans with varying pieces of collateral
- Assist with scheduling of loan closings & various customer appointments
- Work with Lenders regarding problem loans & Bank owned property

Mercantile Bank of Michigan – East Lansing, MI

Commercial Loan Administrative Assistant

2005 - 2010

- Document commercial loans of all types with various pieces of collateral
- Process customer advances, payment & transfers as needed
- Experience working with problem loans & working with outside legal council on resolution
- Work with Lenders & customers to resolve overdraft's and past due accounts
- Compile various reports as needed for the Commercial Lending department

Comerica Bank – Lansing, MI

Secretary

2002 – 2005

- Ordering & processing loan documentation packages
- Ensuring that collateral is sent to the proper county for recording
- Processing advances, payments & transfers for customers as needed
- Receiving and verifying monthly, weekly & daily accounts receivable aging reports

EDUCATION

Diploma

1999

Byron Center High School – Byron Center, MI

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. *see attached job references*

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 job references

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Assured

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. *see attached job references*

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

No apprentices used

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☒ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program. *On-site performance*

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. *see attached EMR letter*

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



DAVID CHAPMAN AGENCY

Making Insurance and Bonds Easy

November 14, 2023

Leavitt & Starck Excavating Inc
Dawn Travis
16220 National Parkway
Lansing, MI 48906

Re: Experience Modification Rating (EMR)

As insurance agents for Leavitt & Starck Excavating Inc we are pleased to report that their current workers compensation experience modification (EMR) is as follows:

0.5% for 5/1/2021

0.5% for 5/1/2022

0.57% for 5/1/2023

The low experience modification factor is the result of Leavitt & Starck Excavating Inc's attention to safety, and company culture. If you have any further questions about Leavitt & Starck Excavating Inc or their safety record, please contact us.

Sincerely,

Robert Chapman
(517) 321-4600

www.DavidChapmanAgency.com

Office 517.321.4600 5700 W. Mt. Hope Hwy.
Fax 517.321.9443 P.O. Box 30109 • Lansing, MI 48909

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 *None used*

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, 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.

Lozoff: Steele is an Equal Opportunity Employer and does not have employment on current residence status.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. *see attached job application*

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 handbook for employees

Dea. L. L. L.
Print Firm Name/Principal

[Signature]
Signature/Principal

11/16/23
Date

APPLICATION FOR EMPLOYMENT

To the Applicant: We appreciate your interest in our Firm and assure you that we are interested in your qualifications. A clear understanding of your background and work history will aid us in seeking to place you in a position which, in our judgement, best meets your qualifications. You may complete this application now or return the completed application at a later time. You may show this application to any person of your choice.

We are an equal opportunity employer and will not unlawfully discriminate on the basis of race, color, sex, religion, national origin, age, sexual orientation, gender identity, marital or veteran status, the presence of a medical condition or disability, height, weight or any other protected status.

All Applications will be considered for open positions for 30 days from the Date of Application.

PERSONAL

Name: _____ Date of Application: _____
(Last, First, Middle)

Address: _____
(Street) (City) (State) (Zip)

Telephone (with Area Code): _____ Social Security Number: _____

Are you 18 years or older? Yes ☐ No ☐ Are you a U.S. Citizen? Yes ☐ No ☐

Are you authorized to work in the United States? Yes ☐ No ☐

Have you been previously employed here? Yes ☐ No ☐ If yes, date(s) _____

Supervisor Name(s): _____

Have you filed an application before? Yes ☐ No ☐ If yes, date(s) _____

List any friends or relatives working here: _____

What method of transportation will you use to come to work? _____

Employment Desired:

Position(s) applied for: _____

Kind of work sought: Full Time ☐ Part time ☐ Other ☐

Do you have any special training, skills, qualifications or other experiences that relate to the position(s) applied for?

Salary desired: _____ Date available to work: _____

Employers must make accommodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the employer. Under Michigan law only, disabled employees and applicants may request an accommodation of their disability by notifying the firm in writing of the need for accommodation within 182 days of the date the disabled individual knows or should know that an accommodation is needed. This requirement does not apply to an individual's right under the Americans with Disabilities Act. Failure to properly notify the firm may preclude any claim that the employer failed to accommodate the disabled individual.

References:

	Name	Address	Phone Number	Years Acquainted
1				
2				
3				

Military Service Record:

Have you had any experience in the Armed Forces of the United States or in a State National Guard? Yes ☐ No ☐

If yes, what Branch? _____

Are you in the Reserves? Yes ☐ No ☐ If yes, date obligation ends: _____

Special / Technical training: _____

Additional Information:

Do you have a valid driver's license? Yes ☐ No ☐ License No.: _____ State: _____

State any additional information that you feel may be helpful to us in considering your application.

Name, address, and telephone number of the person to be notified in the event of an accident or emergency.

Authorization and Understanding:

Upon the signing of this application, I represent that all of the information now or hereafter given by me in support of my application is true and complete. I authorize you to verify any of the information concerning my background, including but not limited to, my employment, driving record, education, criminal history, or medical history (post-offer only), with the appropriate individuals, companies, institutions or agencies, and I authorize them to release such information as you require, including my prior disciplinary employment record, without any obligation to give me written notice of such disclosure. I hereby release you and them from any liability whatsoever as a result of any such inquiries and disclosures and this release from liability does not waive or prohibit an individual from filing a charge of discrimination under the laws enforced by the EEOC. I agree that any false information in support of my application may subject me to discharge at any time during the period of my employment.

I agree that either party may terminate the employment relationship, with or without cause, at any time, and I further agree that this arrangement may only be altered in writing directed to me personally and signed by the President of the firm. I agree that I shall be bound by the other rules, policies, regulations and terms and conditions of employment of the firm as they are from time to time changed, and no additional obligations can be imposed on the firm except those which have been acknowledged in writing, by the President or his designated representatives.

I agree that any action or suite against the firm, its agents or employees, arising out of my employment or termination of employment, including, but not limited to, claims arising under State and Federal law, but not Federal civil rights statutes containing a separate limitations period, must be brought within 180 days of the event giving rise to the claims or be forever barred unless the applicable statute of limitations period is shorter than 180 days in which case I will continue to be bound by the shorter limitations period. I waive any limitation periods to the contrary. I further agree that if I should bring any non-statutory action or claim arising out of my employment against the firm, in which the firm prevails, I will pay to the firm any and all such costs incurred by the firm in defense of said claims or actions, including attorney fees. I further agree that my employment is conditional until such time as the results of my post-offer physical (if such physical is required) are known.

Date: _____ Signature: _____

Equal Employment Opportunity Questionnaire

This Company is in full compliance with Federal, State and Local laws and with Executive Order 11246, as amended, is committed to the continual evaluation of our Affirmative Action Program (AAP).

Anti-Discrimination Notice

It is an unlawful employment practice for an employer to fail or refuse to hire or discharge any individual, or otherwise discriminate against an individual with respect to the individual's terms and conditions of employment, because of an individual's race, color, religion, sex, national origin, disability, sexual orientation, gender identity, disability, or veteran status.

In order to evaluate our progress as an Equal Opportunity Employer, we are asking applicants to complete this questionnaire.

INFORMATION PERTAINING TO SEX AND RACE / ETHNIC HERITAGE IS REQUESTED AND VOLUNTARY.

Confidential Applicant Information: Female ☐ Male ☐

Race / Ethnic Heritage (please check one). If two or more categories apply, choose the one with which you most clearly identify.

- ☐ **Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- ☐ **White (Not Hispanic or Latino)** – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- ☐ **Black or African American (Not Hispanic or Latino)** – A person having origins in any of the black racial groups of Africa.
- ☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- ☐ **Asian (Not Hispanic or Latino)** – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- ☐ **American Indian or Alaska Native (Not Hispanic or Latino)** – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- ☐ **Two or More Races (Not Hispanic or Latino)** – All persons who identify with more than one of the above races.
- ☐ **Other**

***If you choose not to self-identify your race / ethnicity, the Federal Government requires the Employer to determine this information by visual survey and / or other available information.**

Applicant Name (Print)

Applicant Signature

Leavitt & Starck Excavating, Inc.

Criminal Records Check Policy

This Company obtains criminal conviction record checks on applicants for employment. This Memo confirms the employment applicant review policy concerning conviction records of applicants.

- 1. This policy only reviews convictions. Arrest records will not be checked.**
- 2. No applicant will be hired who has any conviction or incarceration for any crime of dishonesty, drug possession or sales, assault, or aggression within seven (7) years before applying for the job at the Company.**
- 3. No applicant will be hired for any position involving driving who has a conviction for any driving offense involving alcohol or drug use within three (3) years before applying for the job at the Company.**
- 4. All other applicants with convictions within seven (7) years of application will be reviewed by the Company to determine whether the conviction disqualifies the applicant. The Company will also review driving records and may reject applicants because of poor driving records.**
- 5. Any applicants who falsify employment applications by indicating they have not convictions when they have been convicted in the past (of any date or type) will not be hired and, if hired before the conviction search is completed, will be terminated when the search record confirming a conviction is received by the Company.**
- 6. Any employee who is convicted for any reason during their employment must inform the Company, in writing, of the conviction within five (5) business days of the conviction. Failure to timely provide written notification to the Company of the conviction will result in the immediate termination of the employee. The employment status of an Employee who timely reports a conviction will be reviewed on a case-by-case basis. The Company may, in its discretion and as allowed by law, also conduct random and/or periodic criminal records checks of existing employees for convictions.**
- 7. Appropriate steps will be taken to maintain the confidentiality of information received regarding an applicant's or employee's criminal record. Criminal conviction records will be maintained by the Human Resources Department in a file separate from employee and applicant files or kept in an appropriate restricted envelope secured for restricted access.**
- 8. Nothing in this Policy shall modify the Company's employment policies.**

Voluntary Self-Identification of Disability

Form CC-305
OMB Control Number 1250-0005
Expires 1/31/2020
Page 1 of 2

Why are you being asked to complete this form?

Because we do business with the government, we must reach out to, hire, and provide equal opportunity to qualified people with disabilities.¹ To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to update their information every five years. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

- Blindness
- Deafness
- Cancer
- Diabetes
- Epilepsy
- Autism
- Cerebral palsy
- HIV/AIDS
- Schizophrenia
- Muscular dystrophy
- Bipolar disorder
- Major depression
- Multiple sclerosis (MS)
- Missing limbs or partially missing limbs
- Post-traumatic stress disorder (PTSD)
- Obsessive compulsive disorder
- Impairments requiring the use of a wheelchair
- Intellectual disability (previously called mental retardation)

Please check one of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your Name

Today's Date

Leavitt & Starck Excavating, Inc.

Employee Handbook A Guide For Our Employees



Revised February 14, 2020

time limitations as specifically described as provided by that procedure; (2) for suits requiring a Notice of Right to Sue from the EEOC or any equivalent governmental agency, within 90 days after the EEOC or agency issues that Notice; or (3) for all other claims, within (a) 180 days of the events giving rise to the claim, or (b) the time limit specified by the applicable statute or at common law, whichever is shorter. Further, I agree to waive any statute of limitation to the contrary.

I acknowledge and knowingly and voluntarily agree to be contractually bound to all provisions of Article VI of the Leavitt & Starck Handbook's (February 14, 2020 revision) Dispute Resolution Procedure, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute or claim I may raise, initiate, or counterclaim against Leavitt & Starck. I acknowledge that this Agreement explicitly incorporates the terms of the Company Dispute Resolution Procedure, and I agree to be contractually bound by those terms. I agree that the disputes covered by the Dispute Resolution procedure include (but are not limited to): (a) any dispute concerning my employment with the Company; (b) any dispute concerning any termination or cessation of my employment with the Company; (c) any wrongful termination claims brought by me against the Company; and (d) any employment discrimination, failure to accommodate, interference, or retaliation claims brought by me against the Company. I acknowledge and agree that the Dispute Resolution Procedure requires me to comply with certain procedural and timeliness requirements, and I further understand and agree that I irrevocably waive any claim or dispute which I fail to submit a dispute in compliance with these procedural and timeliness requirements. I agree that the Company retains the discretion to initiate in an appropriate judicial forum any claim or counterclaim it may raise against me, and I acknowledge that nothing about this Agreement or the Handbook limits the Company's right to seek injunctive relief against me in a judicial forum. Finally, I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial, and I further acknowledge that the decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this Agreement and return it to Human Resources Department to memorialize your acceptance of the terms of this Agreement. Retain a second copy for your reference.

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INTRODUCTION

This Employee Handbook ("Handbook") is a compilation of personnel policies, practices and procedures currently in effect at Leavitt & Starck Excavating, Inc. ("Leavitt & Starck" or the "Company").

What is the Handbook Intended to Do?

The Handbook is designed to introduce you to Leavitt & Starck, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment. The Handbook is intended to provide you with a convenient overview, summary, and explanation of present policies and practices at the Company. But no single Handbook can cover every situation or matter that might arise in the workplace. For this reason, specific questions regarding the applicability or impact of a particular policy or practice described in this Handbook should be addressed to the Human Resources Department.

What is the Handbook NOT Intended to Do?

Like most American companies, Leavitt & Starck generally does not offer individual employees formal employment contracts with the Company, and the Company maintains an at-will relationship with all its employees. No term of this Handbook limits or alters the Company's right to terminate the employment of any employee with or without cause and with or without notice. Any statements in this Handbook addressing disciplinary policies or procedures shall not alter or limit the Company's ability to take disciplinary action against any employee with or without cause and with or without notice.

Except for those specific contractual terms provided on or incorporated by the **Leavitt & Starck Excavating, Inc. Employee Agreement and Acknowledgement of Receipt of Handbook** ("Agreement and Acknowledgement") form (which you will sign and return to us as a condition of beginning or retaining your job), this Handbook is not a contract and does not contain express or implied contractual terms. With the exception of the Agreement and Acknowledgement page, this Handbook is not intended to create, nor should it be construed to constitute, a contract between the Company and any of its employees for employment or for the provision of any benefit. No part of the Handbook guarantees you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time.

What Else Should I Know About the Handbook?

Should any provision in this Handbook be found to be unenforceable and invalid, such a finding does not invalidate the Handbook, but only the subject provision. Nothing in this Handbook is intended to infringe upon any employee rights afforded by state or federal law, nor should you interpret any provision of this Handbook in such a way that would violate those rights.

No manager or other representative of the Company, other than the President or Vice President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the employee and either the President or the Vice President.

ARTICLE I: GENERAL EMPLOYMENT POLICIES AND PRACTICES

Equal Employment Opportunity

Leavitt & Starck is an equal opportunity employer with a policy prohibiting unlawful employment discrimination. We will extend equal opportunity to all individuals without regard to race, religion, color, sex, sexual orientation and identity, age, national origin, disability, height, weight, marital and/or familial status, veteran status, genetic information, or any other characteristic protected by applicable federal or state law. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in the Anti-Discrimination & Harassment Policy provided below.

Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill our job vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

Employment Classifications

The following terms will be used to describe employment classifications and status:

- **Exempt Employees.** Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of one or more of the U.S. Department of Labor's overtime exemption regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.
- **Non-Exempt Employees.** Non-exempt employees are entitled to receive overtime pay equal to 1 and ½ time his or her regular wage rate for all hours worked in excess of 40 hours in any particular workweek. Non-exempt employees may be paid on an hourly or salaried basis. Please note that a non-exempt salaried employee's salary is intended to compensate him for all hours he or she may work in any particular workweek, and accordingly he or she will be paid an overtime premium of ½ his or her regular wage rate for all hours worked in excess of 40 hours in any particular workweek pursuant to the Department of Labor's "fluctuating workweek" overtime compensation calculation method. Only actual hours worked count towards determining whether or not an employee has exceeded this 40 hour threshold.
- **Full-Time Employee.** Full-time employees are those who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis. Full-time employees are eligible to receive paid benefits once a 90-day waiting period has been satisfied, or as

For the purposes of calculating hours worked within each workweek, the Company's established workweek begins each Sunday at 12:01 AM and ends each Saturday at 12:00 PM.

Overtime Hours

Due to the nature of our business, Leavitt & Starck will frequently require employees to work overtime. The Company will assign overtime work to employees at the Company's sole discretion. If the Company requires that you work overtime, we will give you as much notice as possible in advance of the assigned overtime work. In certain circumstances, however, the Company may not be practically able to provide you with advance notice of the requirement to work overtime.

If you are paid on a salaried basis, your weekly salary is intended to compensate you for all hours worked during that particular workweek. Non-exempt salaried employees will be paid overtime wages for all hours worked in excess of 40 hours in any particular workweek. This means that hourly employees will be paid 1 and ½ times their regular hourly rate for each hour worked in excess of 40 hours in any particular workweek. Non-exempt salaried employees will receive an overtime premium of ½ times their regular hourly rate for each hour worked in excess of 40 hours in any particular workweek as a supplement to their weekly salary. Exempt salaried employees are not entitled to overtime pay, nor will they receive such pay.

Attendance and Punctuality

The purpose of Leavitt & Starck's Attendance and Punctuality policy is to establish reasonable expectations about when you will come to work to get the job done. Because the Company relies on the contributions of its employees to satisfactorily complete our clients' projects, it is important for you to report to work on time and consistently, and avoid unnecessary and unapproved absences. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

The following definitions will apply for the purposes of this Policy:

- **Scheduled Absence:** A Scheduled Absence occurs when you have been scheduled to work, but when (1) you have made a timely request to your immediate supervisor that you do not intend to report to work that day, and (2) your immediate supervisor has approved your request. In order for a request for a Scheduled Absence to be considered "timely," you must typically submit this request to your immediate supervisor no later than 1 week in advance of the shift for which you will be requesting a Scheduled Absence. The Company may, in its sole discretion, choose to accept an untimely Scheduled Absence request depending on the circumstances.
- **Tardiness:** Tardiness occurs when an employee is not available for work at the beginning of any scheduled shift, or is late returning from any break or short-term cessation of work. You are expected to report to work no later than the time when you are scheduled to begin working. The Company also expects all employees to be on-site and ready to begin performing their duties for Leavitt & Starck at their shift's scheduled start time.
- **Early Departure:** Early Departure occurs when an employee reported for duty at the beginning of his or her scheduled shift, but leaves prior to the scheduled completion of the shift without explicit approval of the employee's immediate supervisor.
- **Unauthorized Absence:** An employee engages in an Unauthorized Absence when he or she misses a scheduled shift without providing appropriate notice as required by the policies in this Handbook, or as permitted by state or federal law. Unauthorized Absences may include failures to report to work, tardiness for arrival to scheduled shift, or Early Departure from a shift prior to receiving authorization to clock out from a shift.

The Company recognizes that employees sometimes have one or more legitimate and understandable reasons to be absent from work from time to time. However, the Company

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Field Equipment and Tools

Employees are responsible for maintaining the heavy equipment, trucks, and tools they use each day. This includes checking all fluids before use, greasing and lubricating vehicles and equipment, and reporting any maintenance issues or repair items to a supervisor each day. The operator, driver, and user of each piece of equipment, truck, or tool is expected to inspect each item before use, and report any malfunctions immediately to a supervisor. Abuse of Company-owned equipment will not be tolerated and may result in disciplinary action up to and including discharge.

Company Vehicles

Company owned vehicles are to be used only for Company business, driven only by Company employees, and may be used only as approved by Leavitt & Starck's management. Non-employees such as spouses, children, relatives, or friends are not authorized to drive Company-owned vehicles at any time or for any reason.

If the Company has explicitly authorized you to take a Company vehicle to your home or residence, you are expected to maintain the vehicle at all times and report any malfunctions immediately to a supervisor. The Company does not intend that any take-home vehicle will be used as a substitute for a personal vehicle, and such vehicles are not intended to be used for any purposes other than Company business.

Any unauthorized use of Company vehicles or violation of this policy may result in disciplinary action up to and including discharge. In certain instances, the misuse of Company vehicles may be considered theft.

Office Equipment

The Company may assign certain office equipment to employees depending on the needs of the employee's job. Such equipment may include calculators, surveying tools, personal computers, printers, and access to our central computers and servers. Any equipment owned by the Company and assigned by the Company for any employee's use remains at all times the property of the Company, and may not be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care to avoid damaging or destroying it, and the Company expects you to report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

Leavitt & Starck maintains a personnel file for each employee, which contains certain employment records. Although these personnel files are property of the Company, you have the right to review and obtain copies of your personnel records up to two times per year provided that you give us reasonable notice. In order to assure the accuracy of these records, it is the responsibility of employees to notify the Company's management if you observe that your personnel record contains inaccurate or obsolete information.

messages, transmissions, information, or data received into or sent out of any of the Company's Electronic Information Systems are also the exclusive property of the Company.

Employees should have NO expectation of privacy in connection with the access and use of Leavitt & Starck's Electronic Information Systems, including sent, received or stored email messages and usage of the Internet. To safeguard and protect the Company's proprietary, confidential and sensitive information, and to ensure that the use of the Company's Electronic Information Systems is consistent with this policy, the Company may monitor the use of our Electronic Information Systems. This may include the monitoring of employees internet usage, as well as printing and reading email messages, files on the system, list servers and equipment at any time and without advance notice. You should also be aware that email messages and other information stored on Electronic Information Systems may be accessible to other Company employees under certain circumstances. Please note that the Company uses email filters to block spam and computer viruses, and these filters may from time to time block legitimate email messages.

The Company can by no means guarantee the complete protection of information stored on any Company-owned Electronic Information System. Classified Information, or confidential or proprietary business information should never be transmitted or forwarded to other employees inside the Company who do not need to know the information.

Employees may use Leavitt & Starck's Electronic Information Systems only for appropriate job-related or otherwise approved business purposes during working time. Incidental and occasional personal use is allowed, but must be limited to non-working times such as breaks, lunch periods, and outside of normal working hours. Nothing in this manual is intended to infringe on any employee rights as provided by law.

The terms of the Company's Employee Dignity policy apply to your use of the Company's Electronic Information Systems just as they apply to the way you behave in person. You may not write, send, read, store, or receive data through the Company's Electronic Information Systems containing content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or person. Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, sex, religious or political beliefs, or any other characteristic protected by law.

You must always respect and comply with copyright laws and intellectual property rights of both the Company and other parties. Unauthorized software programs and materials may not be installed on the Company's Electronic Information Systems. The Company prohibits the illegal duplication of software and documentation.

If you intend to use your personal mobile device for work-related communications or to access the Company's Electronic Information Systems, such use must be pre-approved by the Company. Any Company information that is sent, received, or stored on your personal mobile phone remains property of the Company. You may be required to temporarily provide your personal mobile device to management to retrieve or delete any of the Company's information that is sent, received, or stored on your phone.

Violation of any part of this policy may mean termination of your access to the Company's Electronic Information Systems, or disciplinary action, up to and including termination of employment.

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly-qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- Business Processes and Management. Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- Safety and Security Management. We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- Communication and Identification. We use your Personal Information to identify you and to communicate with you.

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your expressed written permission, except where disclosure is reasonably necessary to comply with the law.

One particular type of Personal Information that Leavitt & Starck will collect from each of its employees is a Social Security Number ("SSN"). All employees are required to have an SSN in order to be employed by the Company so that we can make adequate tax reporting. However, the Company takes each employee's privacy very seriously, and it maintains a strict policy to protect the confidentiality of SSN's that are obtained by or provided to the Company and its employees, members, contractors, agents and representatives in the course of their employment, activities or services performed on behalf of the Company.

Documents containing SSN's shall be kept in confidential files. Except as required by necessary and legitimate business purposes, no employee is permitted to have access to SSN's (including documents that contain any SSN's), or to keep, view, use, copy, disclose, or distribute another person's SSN, or in any other way disclose another's SSN. One who accesses an SSN for necessary and legitimate business purposes is prohibited from using or accessing the SSN in a manner that may permit an unauthorized individual to view, use or access the number.

When documents containing SSN's are no longer needed and are to be discarded, such documents must be disposed of in a manner that ensures the confidentiality of the SSN's. The Company has developed a practice for shredding or otherwise disposing of confidential records, including documents containing SSN's.

Leavitt & Starck employs reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to

use common sense and your best judgment when making or receiving personal cellular phone calls at work.

Employees may take photographs with their cell phone cameras while at a job site or on the clock in only two situations: First, from time to time the Company may ask an employee to take a photo of a job site, a Company vehicle, or damage caused in or related to an accident. Second, employees may take photos while at a job site or on the clock if specifically authorized by the Company's management. All other non-authorized use of cell phone cameras is prohibited. The use of cameras on cell phones during work hours is additionally prohibited in all work areas that contain proprietary information or confidential documents. Camera phones and other devices with photographic or recording capabilities may never be used in restrooms, locker rooms, or other private areas in the workplace. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company prohibits the use of hand-held cellular devices while driving or operating heavy equipment. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating vehicles or heavy equipment.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is generally prohibited at all times inside any building or facility owned by the Company. Employees may be permitted to smoke on a job-site on a case-by-case basis. Any employee who is unsure whether or not he or she may smoke on a job site should ask his or her supervisor.

Alcohol and Drug Abuse Policy

Leavitt & Starck has a vital interest in maintaining a safe, healthful, and efficient workplace. The use and effect of illegal drugs and alcohol by employees may very seriously jeopardize those goals, especially when employees allow illegal drugs or alcohol to impact their performance while at work. Because of these concerns, it is the Company's desire to take reasonable steps to ensure that the use of alcohol and/or drugs does not jeopardize the safety of our employees, subcontractors and customers.

Definitions

For the purposes of this Policy:

- A. "Company Premises" includes (but is not necessarily limited to) all property, whether owned, leased, or used by Leavitt & Starck. This Policy also includes certain premises owned, leased, or used by the customers we serve, or by partnering contractors or subcontractors. It also includes modes of transportation (trucks, cars, heavy machinery), whether owned by the employee or owned by the Company, to and from all of those locations if the mode of transportation is used by the employee in the course of his or her employment with the Company.
- B. "Job Site" includes any location where Leavitt & Starck is performing any form of work, whether or not the location is property owned by the Company, a customer of the Company, a client of the Company, or a contractor or subcontractor working with the Company.

- D. Fail to adhere to the requirements of any drug or alcohol treatment or counseling program in which any Company employee may be enrolled.
- E. Fail to report to his or her supervisor or to Human Resources any use of any prescription or "over the counter" drug which has the capacity to alter mood, perception, or judgment or which might alter the employee's behavior or physical or mental ability; or to fail to keep prescribed medications in its original container while at work on Company Premises or at a Company Job Site.
- F. Refuse to sign a "Consent & Release" form authorizing drug testing and release of results to the Company; fail to promptly submit a urine, breath, or other sample for testing without a valid medical explanation when requested by the Company consistent with the requirements of this Policy and as allowed by law; or switch, dilute, or adulterate any sample submitted for testing.
- G. Refuse to sign a statement agreeing to abide by this Policy.

Implementation and Enforcement

- A. Testing. Employees may be required to submit to substance testing, which might include (but is not necessarily limited to) urinalysis, blood, breath, hair, or similar tests, as provided below:
 - a. All employees may be required to pass a pre-employment substance test prior to becoming a full-time Leavitt & Starck employee.
 - b. A substance test may be required where any manager, supervisor, foreman, or officer of the Company acquires Reasonable Suspicion of any violation of this Policy.
 - c. All employees for a job-related injury or sickness will be tested for drugs and/or alcohol. Any employee who has been involved in an accident, injury, near-miss accident, or who has received medical treatment at either a med center or emergency room will be required to submit for a substance test if there is reasonable basis for the Company to believe that the employee's performance, behavior, conduct, or judgment may have contributed to the incident.
 - d. All Employees with a valid CDL or who operates Company vehicles on an occasional basis may be subjected to random testing per FMCSA & DOT requirements.
 - e. Substance testing will be performed as otherwise required by law.
- B. Investigations. Any Leavitt & Starck employee's personal property is subject to search if the Company acquires Reasonable Suspicion of any violation of this Policy. The Company reserves the right to inspect the contents of any Company property being used by any employee at any time. Searches will be conducted with all due regard for the personal privacy of each employee and the integrity of the searching or testing process.
- C. Authorized Use of Prescribed Medications. Employees working while under the care of a qualified medical practitioner who have been prescribed the use of a prescription drug to

problem. Such assistance can be requested through the Company's Human Resources Department, which will direct you to appropriate resources. The Company shall attempt to refer the employee to appropriate medical treatment and counseling, and may elect to grant the employee a leave of absence, if necessary, to undertake such rehabilitative treatment. Employees requesting voluntary rehabilitation are still subject to the terms of this policy. Employees who are granted such leave of absence will be required by the Company to successfully complete a return to service medical examination, including substance testing. Employees returning to work under this policy will be subject to periodic or random substance testing as a condition of reinstatement to work.

Workplace Violence Prevention Policy

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

The Company will not tolerate any inappropriate physical conduct by any person that may result in harm to people or property. Additionally, conduct that threatens, intimidates, or coerces any Company employee, customer or client, manager, vendor, or any member of the public at any time, for any reason, will not be tolerated. Employees must report all threats or instances of violence as soon as possible to a supervisor or any other member of management. This includes threats by other employees, as well as threats by customers or clients, vendors, or other members of the public.

It is the responsibility of every employee to report any and all violations of the security policy to the Company's management. All employees are expected to fully cooperate with any investigation related to workplace violence, whether conducted internally or by outside authorities.

Leavitt & Starck reserves the right to inspect all personal property brought on to the Company's premises, including trucks, cars, duffle bags, satchels, lunch pails, etc. The Company also reserves the right to inspect the contents of its property assigned to employees, such as desks, file cabinets, etc.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment. Employees found to be in violation of the security policy will be subject to disciplinary action, or termination of employment.

Leaving the Company

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return credit cards, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

ARTICLE II: EMPLOYEE PERSONAL CONDUCT

Anti-Discrimination Policy

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex, sexual orientation and identity, age, national origin, disability, height, weight, marital and/or familial status, veteran status, genetic information, or any other characteristic protected by applicable federal or state law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training.

It is the responsibility of all Leavitt & Starck employees, at all levels, to support this Policy. Employees who have been subjected to discrimination or who have witnessed discrimination must report such discrimination, in writing, to the Company's management. Discrimination may, in certain circumstances, include treatment from co-workers, management, members, vendors, or from the public. The Company will take disciplinary steps, up to and including termination, against any employees whom it determines engages in discrimination or harassment.

The Company wants to resolve any employee's concerns with regard to possible discrimination. If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or the Human Resources Department. Employees reporting in good faith incident(s) of actual or suspected discrimination will not be retaliated against, even if the result of the investigation produces insufficient evidence to support the complaint. Individuals who raise complaints which are later shown to be intentionally false or fraudulent or who submit a complaint for any purpose other than elimination of workplace discrimination, harassment, or any other activity protected under state or federal law may be subject to disciplinary action, however, up to and including termination.

Job Accommodations

Leavitt & Starck is committed to providing equal employment opportunity for qualified individuals with disabilities. Neither state nor federal law alters the Company's right to hire the best-qualified applicant for each job position, but the Company nevertheless prohibits discrimination of any kind against qualified employees or applicants with disabilities or who are perceived to have a disability.

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. The Company will provide reasonable accommodations for a qualified individual's disability where the accommodation permits the employee to perform the essential functions of his or her job.

If you believe you require an accommodation, you should notify your direct supervisor or any other member of management at the Company about how your disability prevents or impairs your ability to perform the essential functions of your job. Requests should be made in writing and should be made as early as possible. Michigan law requires employees to notify the Company in writing of the need for accommodation within 182 days of the date the employee knows or should know that an accommodation is needed. Failure to properly notify the Company may preclude any claim that the Company failed to accommodate your request. Upon request for an

The Company also expects all employees to conduct themselves professionally while at work. Unprofessional conduct is conduct of any type which is inappropriate in the work place or demeaning towards others as determined by the Company in its sole discretion. In determining whether conduct is inappropriate or unprofessional, the Company will rely on its discretion and common sense as applied in light of the facts of the situation, as well as the need to maintain positive customer or client and employment relations. Unprofessional conduct includes, but is not limited to, the types of conduct described above, even if such conduct may not necessarily be unlawful. Employees who have engaged in such unprofessional conduct may be disciplined up to and including termination.

Each employee is responsible to ensure that his or her behavior complies with the standards expressed in this policy. Behavior that is harassing or unprofessional toward others will not be excused simply because the actor or actors did not intend any harm or offense.

If you are a witness to, or subjected to, any form of discrimination, harassment, or unprofessional conduct, you should immediately notify your supervisor or the Human Resources Department as may be appropriate. You should also notify your supervisor if conduct which you believe to be in violation of this policy is perpetrated by non-Company personnel in the course of business. Depending on the circumstances and nature of the conduct you see or be subjected to, you may also direct reports to the management of the Company as may be warranted under the circumstances.

Each report received by the Company from its employees will be given serious consideration and investigated promptly. Reports and investigations will be handled with discretion, and appropriate corrective action will be taken. It is against Company policy and unlawful to retaliate in any way against anyone who has in good faith lodged a conduct complaint, has expressed a concern about workplace conduct or professionalism, or has cooperated in an employer investigation. The initiation of any complaint made in good faith shall not be grounds for disciplinary action by the Company. Individuals who raise complaints which are later shown to be intentionally false or fraudulent or who submit a complaint for any purpose other than elimination of workplace discrimination, harassment, or any other activity protected under state or federal law may be subject to disciplinary action, however, up to and including termination.

This policy is not intended to prohibit (nor should be construed to restrict) the lawful exercise of any employee right guaranteed by state or federal law.

generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan only during future Open Enrollment periods or for one or more reasons for which an employee may elect to participate in Special Enrollment.

All benefit plans are subject to change, elimination, modification, or amendment at the Company's sole discretion.

Medical Insurance

The Company offers medical insurance to full-time eligible employees, to certain eligible employee dependents, and to other individuals as may be required by law. Details of the Company-sponsored medical insurance plan may be found in the Company's Benefit Booklet, in the medical insurance plan's SPD, or in the medical insurance plan's plan documents.

Late Applicants

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during a future Open Enrollment period.

Special Enrollment

Special enrollment allows individuals who previously declined coverage or who selected specific coverage options under one or more Company-sponsored benefit plans may be entitled to enroll or change their participation in such plans if the employee experiences a loss of eligibility for other coverage, or other certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to the applicable SPDs or the underlying plan documents.

COBRA (Continuation of Health Coverage)

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances where they might otherwise lose coverage. Employees may elect to continue healthcare coverage at their own expense for a maximum of 18, 36 or (under limited circumstances) 29 months depending on the qualifying event.

The Company offers continued coverage to an employee's spouse or dependent up to 36 months in the event of:

- The death of the employee;
- The divorce or legal separation of the spouse from the employee;
- A dependent child ceasing to be a dependent child under the terms of the healthcare plan; or the covered employee becomes entitled to Medicare coverage.

Health coverage may be continued for the employee, spouse and/or dependent for up to 18 months when:

- The employment relationship ends voluntarily or involuntary as long as the employee was not discharged for gross misconduct.

ARTICLE V: HOLIDAYS, VACATION AND OTHER LEAVE

Paid Medical Leave

Leavitt & Starck fully complies with Michigan's Paid Medical Leave Law. Paid Medical Leave ("PML") may only be used under those terms provided in this Policy. An employee who uses his or her PML will receive 100% of his or her regular hourly wage rate for each hour of PML submitted for use. PML is only available to employees who are defined as "eligible employees" under the law. This includes most employees who (1) actually work and are scheduled to work 26 workweeks per calendar year and (2) actually work and are scheduled to work 25 hours a week or more on average per calendar year. Overtime exempt employees are not eligible to accrue or take PML.

Accrual of PML. On January 1 of each calendar year, the Company will provide all eligible employees with 40 hours of accrued PML to be used in compliance with this policy. Employees who are hired within a calendar year will receive 40 hours of accrued PML time as of their hire date, but no newly hired employee may use any of his or her accrued PML time until after he or she has satisfactorily completed 90 days of employment.

Use of PML. PML may only be used for any of the following qualified uses: A physical or mental illness, injury, or health condition of the employee or his or her family member; for the purposes of receiving medical diagnosis, care, or treatment of the employee or employee's family member; for the purpose of obtaining preventative care of the employee or his or her family member; in the event that the employee or his or her family member is the victim of domestic violence or sexual assault; for the closure of the employee's place of business by order of a public official; to care for a child whose school or place of care has been closed by order of a public official; to receive medical care or psychological or other counseling; to receive services from a victim services organization; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

Employees who elect to use their PML must notify the Company as far in advance of the anticipated leave as reasonably practicable. The Company in its sole discretion retains the right to require an employee electing to use PML to provide documentation of the qualified use for which the employee has requested the paid leave. Absent unusual circumstances, employees using PML should be prepared to present to the Company a physician's note or other proof to show that the employee actually experienced a qualified use of PML on the date when the PML was used.

PML may only be used in blocks of 8 hours or more. This means that an employee who needs to use his or her PML for only a one-hour period must nevertheless take the entire 8-hour (one day) period away from work.

Carry-over of PML. The Company does not permit employees to "carry over" or "roll-over" hours of PML from one calendar year to the next. The Company will entirely void the PML bank of any employee who has accrued but unused PML as of the conclusion of the December 31 work day, with the full accrual of the 40 annual hours to occur on January 1 of the next year.

Payout. If any employee is terminated, resigns, or otherwise separates from employment with

summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working, but any period of leave taken to fulfill a civic duty requirement will be unpaid. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

Family Medical Leave Act Policy

Any employee with at least 12 months of service, who has worked 1250 hours or more in the past 12 months, may request unpaid leave under Leavitt & Starck's Family Medical Leave Act ("FMLA") Policy. The rights and job protection provided under the FMLA do not apply to leaves extending beyond the period allowed by FMLA.

Reasons for FMLA Leave: You may request up to 12 weeks of FMLA leave for the following reasons:

- For your own serious health condition (defined below) that makes you unable to perform the essential functions of your job.
- To care for your spouse, child, or parent with a serious health condition.
- For incapacity due to pregnancy, prenatal medical care or child birth.
- To care for your child after birth, placement for adoption, or foster care placement.
- For a "qualifying exigency" resulting from the fact that your spouse, parent, son or daughter is deployed to a foreign country as a member of the Armed Forces. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment and reintegration briefings.

The amount of FMLA leave time you have available to you (for the above reasons) on any given date is equal to 12 weeks minus the amount you have used in the preceding 12 months.

You may request up to 26 weeks of FMLA leave in a single FMLA year for the following reason:

- To care for your spouse, son, daughter, parent, or next of kin who is a covered servicemember. A covered servicemember is either:
 - (1) a current member of the Armed Forces who incurred or aggravated a serious illness or injury in line of duty on active duty; and may be medically unfit to perform the duties of his office, grade, rank or rating because of the serious illness or injury; and is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
 - (2) a veteran of the Armed Forces who incurred or aggravated a qualifying injury or illness in line of duty on active duty; and is undergoing medical treatment, recuperation or therapy for a serious injury or illness; and was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. In a year in which you use leave to care for a covered servicemember, 26 weeks is the maximum amount of FMLA leave that you may use in total for all types of FMLA leave.

Definition of a Serious Health Condition: A "serious health condition" for FMLA purposes is an illness, injury, impairment, or physical or mental condition that involves either:

by FMLA will be charged against your yearly FMLA allowance.

Returning to Work: Before returning to work from a leave taken for your own serious health condition, you must provide medical verification of your fitness for duty. The Company will provide a list of the essential functions of your job for that purpose. If you are taking leave intermittently or on a reduced work schedule, a fitness-for-duty certification may be required in some cases.

Upon return from FMLA leave, most employees will be returned to their original position or an equivalent one, with equivalent pay, benefits and other employment terms. Use of FMLA leave will not result in the loss of any benefit that accrued prior to the start of the leave. Employees will not continue to accrue benefits while taking FMLA leave.

Termination of FMLA Leave: FMLA leave and accompanying benefits will cease if:

- The employment relationship would have terminated if you had not taken FMLA leave;
- You inform Leavitt & Starck of your intent not to return from leave;
- You fail to return a medical certification as required;
- You fail to return to work (with any required certification) at the end of an approved FMLA leave;
- You continue on unapproved leave after exhausting your FMLA leave entitlement;
- You obtain FMLA leave fraudulently;
- You engage in conduct on FMLA leave that is inconsistent with the need for that leave; or
- You begin employment with another employer, or engage in self-employment without the company's approval, during FMLA leave.

Enforcement: If you believe that your FMLA rights have been violated, report this immediately to the Practice Administrator or another manager or supervisor. Any complaint will be investigated thoroughly and promptly. No employee will be retaliated against for making a good faith complaint. The FMLA also states that employees can file a complaint with the U.S. Department of Labor or in an appropriate court.

Other Unpaid Leaves

A leave of absence is an excused but unpaid period of time away from work. The Company recognizes that a leave of absence is sometimes necessary for an employee due to extenuating circumstances.

All requests for time away from work during working hours must be made no later than two weeks, earlier if possible, from the date requested so that arrangements can be made to have job duties covered.

In order to request a leave of absence, a leave request form should be completed and submitted to the Company's Human Resources Department for consideration and approval. The guidelines for approving a leave of absence are based not only on the reason for the request, but also on whether such a leave will cause a hardship on the operations of the Company. The Company at all times retains absolute discretion to determine whether it will grant a request for a leave of absence. Leaves of Absence will be considered on an individual basis and must be approved in advance.

Leaves of absence may result in a temporary or permanent cessation of some or all benefits, consistent with the terms of each applicable benefit plan. Employees electing to take a leave of

ARTICLE VI: DISPUTE RESOLUTION

In a perfect world, every employment relationship would be smooth and harmonious. But from time to time an employee may feel that he or she has a legitimate legal dispute with his current or former employer. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or one of many other reasons related in any way to the employee's employment with the Company.

All current or former employees of the Company agree to submit any dispute with the Company to binding and final arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split equally between the Company and the employee. Each party will be responsible for its own attorney or other related fees. The employee acknowledges and understands that by agreeing to arbitrate all disputes the employee may have with the Company, the employee gives up and forever forfeits its right to litigate their dispute in state or federal court, before a jury, or before any applicable federal or state administrative entity. The decision of the arbitrator is final and binding.

Although we seek to provide a workplace in which all employees feel that they are an important part of the Company and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or the Company which can best be resolved through a formal procedure for dispute resolution. Any dispute between you and the Company may be resolved using this dispute resolution procedure, except for verbal reprimands which are not recorded in your personnel file. All disputes between any employee and the Company are to be resolved by in accordance with the following procedure. If you fail to follow the procedural and timeliness requirements provided in this Policy, your claim will be irrevocably waived.

Dispute Resolution Procedure

Preliminary Step

You must first address your grievance with your immediate supervisor. This may be done verbally in an informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

Step 1

If the dispute between the employee and the Company was not resolved through use of the Preliminary Step and if the employee wishes to continue to resolve the dispute, the employee must submit a grievance in writing to his or her immediate supervisor. A grievance is a complaint by an employee concerning any matter related to the employee's employment with the Company. All grievances must be in writing on a form provided and distributed by the Company. To be valid, a grievance must state clearly and concisely all the known facts related to the grievance, including the "who, what, where, when and why" necessary to explain the dispute. The grievance must also clearly explain why the employee disagrees with the act or omission of the Company and must also describe the remedy the employee is seeking. The employee must finally sign and date the grievance.

Grievances must be submitted within 30 calendar days following the date the employee first knew

party may seek to enforce an arbitrator's award in a court of competent jurisdiction.

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:	1,113,803.19
Labor Costs:	318,703.19
Materials Costs:	355,100.00
Equipment Costs:	380,000.00
Possible Change Orders:	Unknown

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: Nov. 16, 2023

In compliance with your invitation for bids dated **October 17, 2023** to perform **23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT**

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 Leavitt & Storch Executing, Inc.
organized and existing under the laws of the State of Michigan
with offices at 16220 National Hwy Lansing, MI 48906
(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# 45-4335441

(Corporate Seal, if applicable)

Name of Bidder: Leavitt & Storch Executing, Inc.

Signed By: [Signature]

Its: President

BID SHEET

DATE: Nov. 16, 2023

PROPOSAL FOR: 23-04A BLAKELY AVENUE RECONSTRUCTION ELM TO PLEASANT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.

Date

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	57,000.00	57,000.00
002	2020004	Tree, Rem, 6 inch to 18 inch	Ea	6.00	4,500.00	27,000.00
003	2030011	Dr Structure, Rem	Ea	13.00	7,100.00	92,300.00
004	2030015	Sewer, Rem, Less than 24 inch	Ft	1,108.00	16.00	17,728.00
005	2040020	Curb and Gutter, Rem	Ft	730.00	14.20	10,409.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
006	2040055	Sidewalk, Rem	Syd	215.00	12.25	2,633.75
008	2040080	Exploratory Investigation, Vertical	Ft	14.00	95.00	1,330.00
009	2047001	Pavt, Sawcut	Ft	225.00	12.60	2,835.00
010	2047011	Driveway, Rem	Syd	242.00	26.00	6,292.00
011	2047011	Pavt, Rem, Modified	Syd	7.00	95.00	665.00
012	2050018	Excavation, Rock	Cyd	4.00	110.00	440.00
013	2057002	Roadway Grading, Special	Sta	6.50	3710.00	24,115.00
014	2057021	Flowable Fill, Non-Structural	Cyd	4.50	300.00	1,350.00
015	2057021	Subgrade Undercutting, 1 x 3	Cyd	168.00	95.00	15,960.00
016	2080016	Erosion Control, Gravel Access Approach	Ea	2.00	2014.00	4,028.00
017	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	12.00	171.62	2,059.44
018	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	Ea	4.00	124.00	496.00
019	2090001	Project Cleanup	LSUM	1.00	10,000.00	10,000.00
020	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	2,519.00	17.05	42,943.95
021	4021260	Trench Undercut and Backfill	Cyd	5.00	100.00	500.00
022	4027001	Sewer Backfill, Class II	Ft	174.00	24.75	4,306.50
023	4027001	Sewer, CL E, 12 inch	Ft	138.00	151.09	20,750.42
024	4027001	Sewer, CL E, 18 inch	Ft	16.00	150.31	2,404.96
025	4030308	Dr Structure, Tap, 8 inch	Ea	3.00	250.00	750.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
026	4030312	Dr Structure, Tap, 12 inch	Ea	1.00	250.00	250.00
027	4037050	Catch Basin Cover, Curb	Ea	5.00	1242.70	6213.50
028	4037050	Catch Basin Cover, Drive	Ea	2.00	1253.30	2506.60
029	4037050	Catch Basin, 24 inch dia	Ea	1.00	1714.00	1714.00
030	4037050	Catch Basin, 48 inch Dia	Ea	7.00	2611.70	18282.90
031	4037050	Mh Cover, Std	Ea	7.00	993.00	6951.00
032	4037050	Storm Manhole, 60 inch Dia	Ea	1.00	4030.00	4030.00
033	4037050	Utility Structure Cover, Adj, Case 1, Modified	Ea	14.00	1200.00	16800.00
034	4037050	Utility Structure Cover, Temp Lower, Modified	Ea	4.00	675.00	2700.00
035	5010025	Hand Patching	Ton	5.00	367.50	1837.50
036	5017011	HMA Surface, Rem, Modified	Syd	1,978.00	5.00	9890.00
037	5017031	HMA, 13A	Ton	432.00	1659.00	71668.80
038	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	184.00	576.30	105939.20
039	8020038	Curb and Gutter, Conc, Det F4	Ft	954.00	37.25	35536.50
040	8027001	Driveway Opening, Conc, Det L	Ft	194.00	40.75	7905.50
041	8030010	Detectable Warning Surface	Ft	60.00	157.50	9450.00
042	8030030	Curb Ramp Opening, Conc	Ft	84.00	40.15	3372.60
043	8030044	Sidewalk, Conc, 4 inch	Sft	1,519.00	7.43	11286.17
044	8030046	Sidewalk, Conc, 6 inch	Sft	1,309.00	9.45	12370.05

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
045	8032002	Curb Ramp, Conc, 6 inch	Sft	742.00	9.45	7011.90
047	8100371	Post, Steel, 3 pound	Ft	14.00	12.60	176.40
048	8100402	Sign, Type III, Erect, Salv	Ea	1.00	210.00	210.00
049	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	15.00	82.69	1240.35
050	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	15.00	39.40	591.00
051	8120026	Pedestrian Type II Barricade, Temp	Ea	10.00	74.81	748.10
052	8120035	Channelizing Device, 42 Inch, Fluorescent, Furn	Ea	50.00	21.26	1063.00
053	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	1.58	79.00
054	8120170	Minor Traf Devices	LSUM	1.00	35,675.00	35,675.00
055	8120310	Sign Cover	Ea	2.00	31.50	63.00
056	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	578.00	4.04	2335.12
057	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	578.00	0.39	225.42
058	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	10.00	4.15	41.50
059	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	10.00	0.39	3.90
060	8120370	Traf Regulator Control	LSUM	1.00	10,000.00	10,000.00
061	8150001	Site Preparation, Max \$2,000.00	LSUM	1.00	2100.00	2100.00
062	8150002	Watering and Cultivating, First Season, Min \$1,000.00	LSUM	1.00	1050.00	1050.00
063	8150003	Watering and Cultivating, 2nd Season, Min \$1,000.00	LSUM	1.00	1050.00	1050.00
064	8157050	Acer rubrum Bowhall, 2-1/2 inch	Ea	2.00	1480.50	2961.00

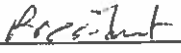
ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
065	8157050	Gleditsia triacanthos inermis Skyline, 2-1/2 inch	Ea	2.00	1450.50	2901.00
066	8157050	Platanus x ocerifolia, 2-1/2 inch	Ea	2.00	1450.50	2901.00
067	8167011	Turf Establishment, Performance	Syd	933.00	10.50	9796.50
068	8230091	Hydrant, Rem	Ea	1.00	352.00	352.00
069	8230391	Gate Box, Adj, Temp, Case 1	Ea	5.00	652.00	3260.00
070	8237001	Hydrant Extension	Ft	1.00	545.58	545.58
071	8237001	Tracer Wire, Modified	Ft	709.00	0.77	545.93
072	8237001	Water Main Backfill, Class II	Ft	709.00	64.00	45376.00
073	8237001	Water Main, 6 inch	Ft	10.00	263.00	2630.00
074	8237001	Water Main, 8 inch	Ft	699.00	147.28	102943.72
075	8237001	Water Main, Rem	Ft	168.00	40.00	6720.00
076	8237001	Water Serv Pipe, Cu, 1 inch	Ft	220.00	165.40	36388.00
077	8237050	Bond restoration	Ea	9.00	1050.00	9450.00
078	8237050	Electrical Permit Acquisition and Compliance	Ea	9.00	525.00	4725.00
079	8237050	Gate Box, Adj, Case 1, Modified	Ea	5.00	900.00	4500.00
080	8237050	Gate Valve and Box, 8 inch, Modified	Ea	4.00	3285.00	13140.00
081	8237050	Hydrant Assembly	Ea	1.00	7104.00	7104.00
082	8237050	Plumbing Permit Acquisition and Compliance	Ea	9.00	525.00	4725.00
083	8237050	Sanitary Sewer Service Connection with 15 inch by 6 inch Wye	Ea	7.00	9521.00	66647.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
084	8237050	Sewer Lateral Repair	Ea	1.00	20957.00	20957.00
085	8237050	Tracer Wire Grounding Rod	Ea	5.00	2354.00	11770.00
086	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch	Ea	8.00	222.12	1616.96
087	8237050	Wall Penetration Sleeve, Sch 40 PVC, 2 inch	Ea	1.00	219.35	219.35
088	8237050	Water Main Cut and Plug, 6 inch	Ea	4.00	1736.00	7034.00
089	8237050	Water Main, Connect New 8 inch to Existing 6 inch	Ea	3.00	6351.00	19527.00
090	8237050	Water Main, Connect New 8 inch to Existing 8 inch	Ea	1.00	6752.80	6752.80
091	8237050	Water Meter	Ea	9.00	1050.00	9450.00
092	8237050	Water Meter Acquisition and Radio Reading Device Coordination	Ea	9.00	380.00	3420.00
093	8237050	Water Serv, 1 inch	Ea	7.00	3096.00	21672.00
095	8237050	Water Serv, Long, 1 inch	Ea	2.00	4450.00	8912.00
096	8237050	Water Service, Abandon, Two inch Diameter or Less	Ea	9.00	220.00	1980.00
097	8257001	Sanitary Sewer Backfill, Class II	Ft	648.00	32.00	20736.00
098	8257001	Sanitary Sewer, SDR 26 PVC, 15 inch	Ft	520.00	165.00	85800.00
099	8257001	Sanitary Sewer, SDR 26 PVC, 8 inch	Ft	128.00	145.45	18617.60
100	8257001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	165.00	331.50	54697.50
101	8257050	Concrete Encasement	Ea	2.00	1000.00	2000.00
102	8257050	Sanitary Manhole, 48 inch dia	Ea	3.00	7124.16	21372.48
103	8257050	Sanitary Manhole, 60 inch dia	Ea	2.00	6800.40	13600.80

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
104	8257050	Sanitary Manhole, Add Depth of 48 inch dia, 8 foot to 15 foot	Ea	4.00	516.60	2066.40
105	8257050	Sanitary Sewer Service Connection with 8 inch by 6 inch Wye	Ea	8.00	260.03	2080.16
106	8267030	Water Main Fittings, DI	Lb	600.00	13.21	7926.00
TOTAL					1,113,803.19	
TOTAL BID WRITTEN OUT: one million, one hundred, thirteen thousand, eight hundred, three, and 19/100						
Submitted Bid:		1,113,803.19				
Labor Costs:		378,703.19				
Materials Costs:		355,100.00				
Equipment Costs:		380,000.00				
Possible Change Orders:		Unknown				
Bidder's Name:		Leavitt & Storch Excavating, Inc.				
Address:		16220 National Parkway				
City, State, Zip:		Warrens, MI 48090				
Telephone:		517-323-7630				
Fax:		517-338-0767				
Email Address:		deane.leavitt@leavittandstorch.com				
Federal ID Number:		45-4335441				

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Bid Signed By:		Print or Type 				
Title:						

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By  Its 

CONTRACT COMPLIANCE

DATE: October 17, 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

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

In connection with this commitment Beckett & Strickland Excavating understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: Nov 16, 2023

By: Beckett & Strickland Excavating
(Bidder's Name)

By: [Signature]
(Signature)

By: President
(Title)

16220 National Parkway
Address

Warren
City

MI 48090
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 not 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:

Beavitt & Storch Excavating, Inc.

ADDRESS:

16220 National Parkway
Warren, MI 48090

SIGNED BY:

[Signature]

TITLE:

President

DATE:

November 16, 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: Nov 16, 2013

By:

Hequitt & Strickland Excavating
(Bidder's Name)

By:

[Signature]
(Signature)

By:

President
(Title)

16270 National Plaza
Address

Brimsby
City

MI 48110
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
COUNTY OF Clinton) ss

Dean Beavitt, being first duly sworn, deposed and says that:

1. He is President of Beavitt & Strick Excorating 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: Nov 16, 2023

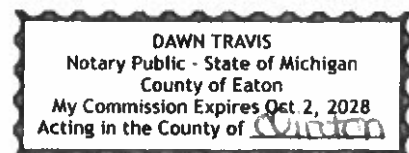
By: Beavitt & Strick Excorating
(Company)

By: Dean Beavitt President
(Title)

Subscribed and sworn to before me, a Notary Public, this 16 day of November 2023.

Dawn Travis

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.

Anderson Fole

Spartan Permacore

RIGHT TO KNOW CONTRACTOR RELEASE FORM

I, Dean Beckett an authorized representative of Beckett & Storch Excavating am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated November 16, 2023


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name	Company <u>Neelott & Starch Excavating</u>
Telephone <u>517 323 7630</u>	Email Address

Contract or matter pending with the City:

23-042 Blakely Ave Reconstruction

I, Dean Neelott, 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 relative¹ or immediate family member² 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.

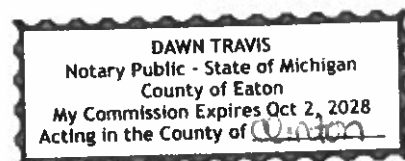
Dated: Nov 16, 2023

[Signature]
Signature

STATE OF MICHIGAN)
 Clinton) SS
COUNTY OF ~~JACKSON~~)

The foregoing instrument was acknowledged before me this 16 day of November, 2023
By _____

[Signature]



**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.

Dean Hewitt, President
Name and Title of Authorized Representative

Hewitt & Storch Excavating, Inc.
Name of Participant Agency or Firm

[Signature] 11/16/2023
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: Herriott & Strickland Excavating, Inc.
2. Established: Year 2011 Number of Employees 85
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

n/a

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: Please see attached References

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

5.2 Company Name: _____

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

5.3 Company Name: _____

Address: _____

Phone: _____

Contact: _____

Type of Work: _____

Budget: _____

I certify that all of the information provided is true and answered to the best of my ability.

Signed [Signature]

Name Dean Herriott

Title President

Date November 16, 2013

Leavitt & Starck Excavating, Inc.

16220 National Parkway

Lansing, MI 48906

Phone (517) 323-7630 Fax (517) 338-0767

Project References

Project Name:	East Lansing Local Streets 2016
Contract Amount:	\$800,000.00
Owner:	City of East Lansing
Construction Manager / General Contractor:	City of East Lansing
Engineer / Architect:	Jack Schineman - East Lansing - 517-337-9459
Contact:	August 2016
Completion Date:	The project included approximately 1500LF of water main, storm sewer, and street reconstruction for the City of East Lansing. Access had to be maintained for residents of the apartment buildings in the neighborhood
Description:	
Project Name:	Willoughby Estates
Contract Amount:	\$3,800,000.00
Owner:	Scott Wieland
Construction Manager / General Contractor:	Wieland
Engineer / Architect:	LSG
Contact:	Scott Wieland
Completion Date:	2018
Description:	The project consisted of the clearing, site work and utility installation for a new development consisting of apartment buildings, condominiums, and single family houses on the site of a former concrete plant. All of the material and concrete onsite had to be crushed, screened, and reused due to the fact all of the soil was contaminated. A concrete box culvert also had to be installed over an existing county drain. Massive undercuts were completed to prepare for building foundations
Project Name:	Realize Cedar Street
Contract Amount:	\$5,831,715.42
Owner:	Delhi Charter Township
Construction Manager / General Contractor:	Leavitt & Starck Excavating, Inc.
Engineer / Architect:	Hubbell, Roth & Clark, Inc.
Contact:	Lia Michaels (HRC)
Completion Date:	Jun-19
Description:	This project consisted of 4000LF of complete road reconstruction including storm sewer, sanitary sewer, and various water main relocations along the busy 4 lane part of Cedar Street between Holt Road, and Aurelius Road. This project had to be completed while maintaining one lane of northbound traffic at all times. Access to all businesses and houses had to be maintained as well. The project also included the complete reconstruction of the Holt Road and Cedar Street intersection, and the Aurelius Road and Cedar Street intersection. Both intersections had to be completely reconstructed and open to traffic within a two week time period. Complete sidewalk reconstruction, landscaping, and irrigation was also a part of this project.
Project Name:	Michigan Ave & Harrison Road Sewer Improvements
Contract Amount:	\$10,500,000.00
Owner:	City of East Lansing
Construction Manager / General Contractor:	Leavitt & Starck Excavating, Inc.
Engineer / Architect:	Tetra Tech
Contact:	Cory Stenzel - Tetra Tech
Completion Date:	Jun-20
Description:	The work consists of the installation of 4,097 feet of 18-inch to 60-inch sanitary sewer along Michigan Avenue between Harrison Road and Highland Avenue running along W. Brody Road to the RTB building and the installation of 2,055 feet of 12-inch to 30-inch storm sewer along Michigan Avenue between Harrison Road and Highland Avenue. The project includes excavation, bypass pumping, the installation of new sanitary and combined sewer via open cut, jack and bore, tunneling, and directional drilling methods. It also includes the installation of new storm sewer, the rehabilitation of existing sanitary and storm sewers and manholes, the removal and abandonment of the existing sanitary and storm sewers, the installation of new junction chambers and siphon chambers, the removal of existing pavement, the installation of new HMA pavement, sidewalk and concrete drive replacement, and overall site restoration. Key elements of this project included 600 feet of 34" pipe tunneling and jacking on the west side of the MSU Brody Complex, and directional drilling two 24" sanitary lines, and one 18" sanitary line under the Red Cedar River. One lane of traffic in each direction must be maintained at all times with complete road closures only allowed on weekends. Maintaining vehicular and pedestrian traffic is key to the success of this project.

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:	Leavitt & Sturek Excavating, Inc.
ADDRESS:	16220 National Parkway
CITY, STATE, ZIP:	Warrens, MI 48090
TELEPHONE:	517-323-7630
OFFICERS:	
President: Dean Leavitt	Email Address: dean@leavittandsturek.com
Vice President: Tom Sturek	Email Address: tom@leavittandsturek.com
Secretary: Tom Sturek	Email Address: tom@leavittandsturek.com
Treasurer: Tom Sturek	Email Address: tom@leavittandsturek.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Leavitt & Sturek Excavating, Inc.
STREET ADDRESS:	16220 National Parkway
CITY, STATE, ZIP CODE:	Warrens, MI 48090
UNDER CURRENT MANAGEMENT SINCE (DATE):	December 2011

CRITERIA 3:

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

City of Lansing Drainlayer
Liquid Industrial Byproduct
Ocellus Trap Drainlayer
Metric Trap Drainlayer
City of Lansing Building Wrecker

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

None

CRITERIA 4:

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

Confirmed

CRITERIA 5:

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

Verified

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. *see by reference*

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan. *see bonding letter*

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



January 12, 2023

RE: Bonding Capacity for Leavitt & Starck Excavating, Inc.

To Whom it May Concern:

It has been the privilege of Mourer Foster Inc. and United Fire & Casualty Company to provide surety bonds on behalf of Leavitt & Starck Excavating, Inc. In our opinion Leavitt & Starck Excavating, Inc. remains properly financed, well equipped and capacity managed.

At the present time Leavitt & Starck Excavating, Inc. maintains a single project surety line of \$40,000,000 and an aggregate surety program to \$80,000,000 which as of this date 80% is available. As always, United Fire & Casualty Company 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.

United Fire & Casualty Company is rated A (Excellent) 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 (2012 Department Circular 576) and have individual underwriting limitation on bonds up to \$65,202,000 as well as being licensed in all 50 states.

Leavitt & Starck 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.

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:

See attached

Type of Coverage:

Telephone:

Are you self-insured for Worker's Compensation Insurance? Yes ☒ No ☐

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

All Leavitt Staff are employees of the company. No employees or subcontractors are classified as independent contractors. All employees of Leavitt Staff and any subcontractors will be detailed on the certified pay reports.



LEAV&ST-01

LLUCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

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 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 David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	CONTACT NAME: Lauren Luce	
	PHONE (A/C, No, Ext): (517) 492-8269 FAX (A/C, No):	
	E-MAIL ADDRESS: lluce@davidchapmanagency.com	
INSURED Leavitt & Starck Excavating Inc Dawn Travis 16220 National Parkway Lansing, MI 48906	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: EMCASCO	21407
	INSURER B: Employers Mutual Casualty	21415
	INSURER C: Safety National Casualty Corporation	15105
	INSURER D: Westchester Surplus Lines Ins	10172
	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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LIB		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6D54519	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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		6E54519	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6J54519	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	LEAVI1C	5/1/2023	4/30/2024	☒ 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
D	Contractors Pollution		G28248957002	4/1/2023	5/1/2024	Per Incident 2,000,000
D	Contractors Pollution		G28248957002	4/1/2023	5/1/2024	Per Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes
on the Above Date of Issue Only

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

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 *For personnel operating CDL vehicles*

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

see attached stated warranty statement

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 will be included on certified pay reports

Leavitt & Starck Excavating, Inc.

Date of Letter

WARRANTY

Project: Project Name

Owner: Owner Name

RE: Certificate of Warranty

Effective Date: Date of Substantial Completion

We hereby warrant and guarantee that the material and/or labor we supplied for the **Site Work** for the above referenced project is free from defects for a period of one year from the date of "Substantial Completion"; and the work as installed will fulfill the requirements in the contract documents according to the manufacturer's warranty. This is in addition to and does not void any warranty provided by the manufacturer.

The undersigned agrees to repair or replace any or all such work, as appropriate, together with any other adjacent work which may be displaced in connection with such replacement of work that may prove to be defective in workmanship or material within a period of one year from the Date of Substantial Completion; ordinary wear and tear and unusual abuse or neglect are exceptions. If there are any special care or maintenance requirements as conditions under this warranty, such requirements have been discussed and accepted by the Owner and are attachments to this and incorporated herein. Date of Substantial completion is determined by the provision of the agreement between **General Contractor** (General Contractor) and the Owner of the project.

If we fail to commence and correct any work required under this warranty in a reasonable time frame, General Contractor, or the Owner, at the General Contractor's option, may correct or cause the work to be completed and we agree to pay any and all costs thereof within fifteen (15) calendar days from the date of such invoice from General Contractor or the Owner.

Special care instructions or other maintenance requirements __ are __ are not attached here to (please initial appropriate response; if no response is indicated, it will be presumed that there are no applicable care of maintenance requirements).

Leavitt & Starck Excavating, Inc.

Subcontractor or Suppliers Name

Signed and sworn to before me in

16220 National Parkway
Address

_____ County, Michigan on this
_____ day of _____, 20__

Lansing, MI 48906
City, State & Zip

(517) 323-7630
Phone Number

_____, NOTARY PUBLIC

Authorized Signature

Date

My Commission Expires:

16220 National Parkway, Lansing, MI 48906
Ph: 517-323-7630 / Fx: 517-338-0767

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Contractor will comply with applicable ordinances

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Unknown at this point

CRITERIA 18:

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

see attached resumes

Dean C. Leavitt

710 S. Perkey Road
Charlotte, MI 48813
517-202-3209

Experience

President – Leavitt & Starck Excavating, Inc.

December 2011 – Present

- Responsible for procuring and managing up to 4 million dollars of work.
- Manage daily business operations
- Schedule and supervise all field personnel and operations

Owner – Leavitt LLC

April 2010 – Present

- Manage daily business operations

Project Estimator/Manager – TCI Inc. of Michigan

March 2010 – October 2010

- Responsible for procuring and managing up to 5 million dollars of work.
- Delegate bidding responsibilities of multiple project managers
- Maintain and propagate GPS field operations
- Schedule and supervise all field personnel and operations

Project Estimator/Manager – Teri's Excavating/TCI Inc. of Michigan

January 2007 – March 2010

- Responsible for procuring and managing up to 7 million dollars of work.
- Manage the bid schedule of both companies
- Maintain the GPS operations of both companies
- Integrate operations of both companies to maintain maximum efficiency of both

Project Estimator/Manager – Teri's Excavating

January 2006 – December 2006

- Responsible for procuring and managing up to 3 million dollars worth of work.
- Responsible for the integration of GPS into the field operations.
- Responsible for layout of utilities and earthwork on all of the jobs.

General Superintendent – E.T. Mackenzie Company

January 2002 – December 2005

- Responsible for scheduling up to 200 employees on various jobs

throughout the state of Michigan.

- Responsible for coordinating equipment deliveries to all jobs in Michigan.
- Responsible for scheduling up to 40 trucks delivering materials to multiple jobsites.
- Responsible for completing up to 50 million dollars worth of work each year on time.
- Responsible for coordinating day to day sand, gravel, concrete and spoil pit operations.

Foreman – E.T. Mackenzie Company

January 1998 – December 2001

- Responsible for coordinating the day to day operations onsite for larger (1 to 4 million dollars generally) private and commercial jobs in the state of Michigan.
- Responsible for coordinating and scheduling multiple sewer and earthwork crews on the same job.
- Responsible for coordinating and scheduling multiple subcontractors on the same job.
- Performed most of my own layout on the jobs for utilities and earthwork using GPS and robotic total stations.
- Responsible for coordinating and meeting the owners schedule on multiple projects.

Surveyor – E.T. Mackenzie Company

January 1997 – December 1997

- Responsible for layout of utilities and earthwork for crews throughout the state of Michigan.
- Responsible for integration of GPS into the field operations.

Foreman – WWA Bridge Company

September 1996 – December 1996

- Responsible for day to day operations onsite for bridge painting and removal projects throughout the state of Michigan.

Design Engineer – Fishbeck, Thompson, Carr and Huber

January 1995 – August 1996

- Responsible for providing clients with feasible designs on small to medium sized water and sewer projects in the state of Michigan.
- Responsible for coordinating utility company issues on various projects.

Project Inspector – Fishbeck, Thompson, Carr and Huber

June 1994 – December 1995

- Responsible for ensuring that various CSO type projects in Grand Rapids and South Haven, Michigan were built to the owners specifications.

Student Engineering Aide – MSU Physical Plant

August 1991 – May 1994

- Responsible for Miss Digs and asbuilts for utilities on campus
- Responsible for recordkeeping of all renovation and construction jobs on campus

Education

Bachelor of Science - Civil Engineering

Michigan State University

May 1994

Training

Certified Storm water operator

EIT test passed

CPR and First Aid trained

MIOSHA safety and Qualified Person training

Amerisure Loss Prevention training

Thomas W. Starck
404 Haley Ct
Laingsburg, MI 48848
Phone Number: (517) 202-5068

EDUCATION:

Michigan State University:

Bachelor of Science - Construction Management (December 2007)

EXPERIENCE:

Leavitt & Starck Excavating, Inc., Lansing, MI (January 2012- Present)

Vice President

Responsible for procuring, scheduling, and managing projects, along with coordinating and planning day to day operations

Leavitt LLC, Ovid, MI (May 2011-December 2011)

Responsible for procuring, scheduling, and managing work, along with coordinating and planning day to day business operations

TCI Inc, of Michigan, Eaton Rapids, MI (January 2008-April 2011)

Estimator/Project Manager

Responsible for procuring, managing, and scheduling up to \$5,000,000.00 of site and utility work

Responsible for GPS layout and staking on projects

E.T. MacKenzie Companies, Grand Ledge, MI (May 2005- December 2007)

Heavy Equipment Operator

Responsibilities included operating bulldozers, loaders, backhoes, and excavators on various large commercial and public projects in the state of Michigan

Mint City Excavating, Inc., St. Johns, MI (June 2000- April 2005),

Heavy Equipment Operator and Truck Driver

Responsibilities included operating bulldozers, excavators, loaders, backhoes, etc on various commercial and residential projects in the greater Lansing area

LICENSES/TRAINING

Commercial Driver License Class A

Certified Storm Water Operator

30 Hour OSHA Safety Training

Leavitt & Starck Excavating, Inc.

Clint Martinez

Project Engineer

2017-Present – Leavitt & Starck Excavating, Inc. – Project Engineer

Responsibilities Include:

- Carlson Takeoff CAD operator performing estimating, construction drawing, surveying & staking calculations.
- Project Engineer providing consultation services to crews
- Project estimation
- Project Supervisor for directionally drilled utility construction crew
- Company Surveyor providing construction staking on projects
- Certified MDEQ Comprehensive and Construction Site storm water operator performing plan review and site inspections
- PACP/MACP/LACP certified through NASSCO for the inspection of sewer system components.
- MDEQ Certified Drinking Water Distribution System Operator, License S-2

2013-2017 - City of East Lansing - Engineering Technician II

Responsibilities Included:

- AutoCAD system manager and standards developer, currently implementing, managing, and providing staff support for current versions of AutoCAD LT, AutoCAD, and AutoCAD Map 3D. Familiarity with other versions including AutoCAD MEP and Civil 3D.
- Lead designer for infrastructure projects including sewer, water, roadway, ADA compliant facilities and other related systems. Plan and specification development, cost estimating, and field staff support during construction.
- Field observer for construction activities, overseeing infrastructure improvements projects of varying degrees of complexity and cost. Item tracking, daily field reporting, inter-agency coordination.
- Created and managed the department's survey program, performing topographic surveys and construction staking for construction projects which are designed in-house. Proficient with Trimble data collection hardware and software, Trimble GPS systems, and Nikon & Sokkia manual total stations.
- Certified MDEQ Comprehensive and Construction Site storm water operator performing plan review and site inspections
- PACP/MACP/LACP certified through NASSCO for the inspection of sewer system components.
- MDEQ Certified Drinking Water Distribution System Operator, License S-2

2004-2013 - Wolverine Engineers and Surveyors, Inc. - Engineering Technician II

Responsibilities Included:

Preliminary Survey, Project Design, Quantity Calculations, Public Relations, Project Management, AutoCAD Operator (Land Desktop 2002-2008, AutoCAD MEP, AutoCAD Civil 3D), Sewer Analysis, Cost Estimating, Construction Inspection, MDOT MEDC project documentation, in-place density determination, on-site concrete testing, contractor payment, in-house Training Instructor, MDOT FieldManager Operator, FHWA Certified Bridge Inspector

2002 - 2004 – Enger Surveying and Engineering – Instrument Operator/Rodman/Crew Chief

Responsibilities Included:

Member of two/three-man construction site layout crew with additional experience in Boundary, Photographic Control, ALTA, Topographic, and Mortgage Surveys. Experience in Construction Inspection.

1999-2002 – Robert L. Johnson Construction – General Laborer/Equipment Operator/Site Layout/Crew Leader

Responsibilities Included:

Light/Heavy Equipment Operator, Supervisor of basement and construction site layout and grade designs, Project Supervisor of four-man water/sewer service boring/installation/repair crew, Laborer for underground utility and roadway construction site crew. Experience in septic system installation and maintenance.

1997-1999 – Ripstra and Scheppelman- Instrument Operator/Rodman

Responsibilities Included:

Member of two/three-man construction site layout crew with additional experience in Boundary, Photographic Control, ALTA, Topographic, and Mortgage Surveys. Experience in Construction Inspection.

1994-1997 – Glenn Fauser Surveying – Instrument Operator/Rodman

Responsibilities Included:

Member of two-man Boundary and Mortgage Survey Crew, with experience in photographic controlled surveys and construction site layout. AutoCAD drafting experience with R-11.

KURT HEBELER

5244 E Walker Rd, Ovid MI, 48866 · (517) 719-5148
kurt@leavittandstarck.com

Operating Foreman, Estimator, Project Manager dealing with day to day management of construction/excavation projects. Including but not limited to sanitary, storm, and water main. Site development, road construction, and demolition.

EXPERIENCE

1996 – 2005

OPERATING FOREMAN, HEBELER ENTERPRISES, INC.

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition.

2005 – 2009

OPERATING FOREMAN, YOUNGSTROM CONTRACTING

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

2009 – 2013

OPERATING FOREMAN, MILLER BROTHERS EXCAVATING

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

2013 – PRESENT

OPERATING FOREMAN, ESTIMATOR, PROJECT MANAGER.

LEAVITT & STARCK EXCAVATING, INC.

Operating excavating equipment, installing sanitary, storm, and water main. Basement foundation excavation. Site clearing. Demolition. Road reconstruction. Site development.

EDUCATION

JUNE 1996

HIGH SCHOOL DIPLOMA, ST. JOHN'S HIGH SCHOOL

Graduated with Honors. Member of Student Government.

SKILLS

- Great attention to detail.
- Excellent communication skills.
- Strong organizational and planning skills.
- Proficient in Microsoft Word, Excel, and Outlook.

Dawn Travis
7409 Chellmar Dr.
Lansing, MI 48906

SKILLS PROFILE

- Proficient with: Microsoft Office – Outlook, Excel & Word
- Excellent filing and organizational skills
- Ability to produce various methods of correspondence as well as manage a multi-line phone system involving numerous lenders
- Extremely customer service orientated
- Notary Public

EMPLOYMENT HISTORY

Leavitt & Starck Excavating, Inc

Chief Financial Officer

2016 – Present

- Project Contract Administration, drafting contracts & ensuring proper insurance documentation is received and maintained
- Processing of both Accounts Payable & Accounts Receivable
- Payroll Processing / Employee Benefits Management
- Coordination of Corporate Insurance
- Corporation / Project / Trucking Permitting & Bonding

Union Bank – Lake Odessa, MI

Loan Operations

2013 – 2016

- Oversee Commercial, Consumer and Residential Loan Operations
- Coordinate and assist staff training on Regulations & Origination Systems
- System Admin for various Loan Origination Programs
- Perform Pre Close & Post Close file review for Commercial & Consumer loan files respectively
- Assist in preparing loan documentation as needed

Credit Assistant

2011 – 2013

- Maintain and track financial statements
- Assist in completion of credit requests
- Compile weekly reports for the Lending and Credit departments
- Create and maintain property tax tracking report.

Administrative Assistant

2010 – 2011

- Document Commercial & Consumer loans with varying pieces of collateral
- Assist with scheduling of loan closings & various customer appointments
- Work with Lenders regarding problem loans & Bank owned property

Mercantile Bank of Michigan – East Lansing, MI

Commercial Loan Administrative Assistant

2005 - 2010

- Document commercial loans of all types with various pieces of collateral
- Process customer advances, payment & transfers as needed
- Experience working with problem loans & working with outside legal council on resolution
- Work with Lenders & customers to resolve overdraft's and past due accounts
- Compile various reports as needed for the Commercial Lending department

Comerica Bank – Lansing, MI

Secretary

2002 – 2005

- Ordering & processing loan documentation packages
- Ensuring that collateral is sent to the proper county for recording
- Processing advances, payments & transfers for customers as needed
- Receiving and verifying monthly, weekly & daily accounts receivable aging reports

EDUCATION

Diploma

1999

Byron Center High School – Byron Center, MI

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. *see attached job references*

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 job references

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Assured

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. *see attached job references*

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

No apprentices used

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☒ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program. *On-site performance*

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. *see attached EMR letter*

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



DAVID CHAPMAN AGENCY

Making Insurance and Bonds Easy

November 14, 2023

Leavitt & Starck Excavating Inc
Dawn Travis
16220 National Parkway
Lansing, MI 48906

Re: Experience Modification Rating (EMR)

As insurance agents for Leavitt & Starck Excavating Inc we are pleased to report that their current workers compensation experience modification (EMR) is as follows:

0.5% for 5/1/2021

0.5% for 5/1/2022

0.57% for 5/1/2023

The low experience modification factor is the result of Leavitt & Starck Excavating Inc's attention to safety, and company culture. If you have any further questions about Leavitt & Starck Excavating Inc or their safety record, please contact us.

Sincerely,

Robert Chapman
(517) 321-4600

www.DavidChapmanAgency.com

Phone: (517) 321-4600 Fax: (517) 321-4600
Email: info@dcaagency.com Website: www.DavidChapmanAgency.com

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 *None used*

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, 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.

Leavitt-Stark is an Equal Opportunity Employer and does not have employment on current residence status.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. *see attached job advertisement*

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 handbook for employees

Orlando, FL

Print Firm Name/Principal

[Signature]

Signature/Principal

11/16/23

Date

APPLICATION FOR EMPLOYMENT

To the Applicant: We appreciate your interest in our Firm and assure you that we are interested in your qualifications. A clear understanding of your background and work history will aid us in seeking to place you in a position which, in our judgement, best meets your qualifications. You may complete this application now or return the completed application at a later time. You may show this application to any person of your choice.

We are an equal opportunity employer and will not unlawfully discriminate on the basis of race, color, sex, religion, national origin, age, sexual orientation, gender identity, marital or veteran status, the presence of a medical condition or disability, height, weight or any other protected status.

All Applications will be considered for open positions for 30 days from the Date of Application.

PERSONAL

Name: _____ Date of Application: _____
(Last, First, Middle)

Address: _____
(Street) (City) (State) (Zip)

Telephone (with Area Code): _____ Social Security Number: _____

Are you 18 years or older? Yes ☐ No ☐ Are you a U.S. Citizen? Yes ☐ No ☐

Are you authorized to work in the United States? Yes ☐ No ☐

Have you been previously employed here? Yes ☐ No ☐ If yes, date(s) _____

Supervisor Name(s): _____

Have you filed an application before? Yes ☐ No ☐ If yes, date(s) _____

List any friends or relatives working here: _____

What method of transportation will you use to come to work? _____

Employment Desired:

Position(s) applied for: _____

Kind of work sought: Full Time ☐ Part time ☐ Other ☐

Do you have any special training, skills, qualifications or other experiences that relate to the position(s) applied for? _____

Salary desired: _____ Date available to work: _____

Employers must make accommodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the employer. Under Michigan law only, disabled employees and applicants may request an accommodation of their disability by notifying the firm in writing of the need for accommodation within 182 days of the date the disabled individual knows or should know that an accommodation is needed. This requirement does not apply to an individual's right under the Americans with Disabilities Act. Failure to properly notify the firm may preclude any claim that the employer failed to accommodate the disabled individual.

References:

	Name	Address	Phone Number	Years Acquainted
1				
2				
3				

Military Service Record:

Have you had any experience in the Armed Forces of the United States or in a State National Guard? Yes ☐ No ☐

If yes, what Branch? _____

Are you in the Reserves? Yes ☐ No ☐ If yes, date obligation ends: _____

Special / Technical training: _____

Additional Information:

Do you have a valid driver's license? Yes ☐ No ☐ License No.: _____ State: _____

State any additional information that you feel may be helpful to us in considering your application.

Name, address, and telephone number of the person to be notified in the event of an accident or emergency.

Authorization and Understanding:

Upon the signing of this application, I represent that all of the information now or hereafter given by me in support of my application is true and complete. I authorize you to verify any of the information concerning my background, including by not limited to, my employment, driving record, education, criminal history, or medical history (post-offer only), with the appropriate individuals, companies, institutions or agencies, and I authorize them to release such information as you require, including my prior disciplinary employment record, without any obligation to give me written notice of such disclosure. I hereby release you and them from any liability whatsoever as a result of any such inquiries and disclosures and this release from liability does not waive or prohibit an individual from filing a charge of discrimination under the laws enforced by the EEOC. I agree that any false information in support of my application may subject me to discharge at any time during the period of my employment.

I agree that either party may terminate the employment relationship, with or without cause, at any time, and I further agree that this arrangement may only be altered in writing directed to me personally and signed by the President of the firm. I agree that I shall be bound by the other rules, policies, regulations and terms and conditions of employment of the firm as they are from time to time changed, and no additional obligations can be imposed on the firm except those which have been acknowledged in writing, by the President or his designated representatives.

I agree that any action or suite against the firm, its agents or employees, arising out of my employment or termination of employment, including, but not limited to, claims arising under State and Federal law, but not Federal civil rights statutes containing a separate limitations period, must be brought within 180 days of the event giving rise to the claims or be forever barred unless the applicable statute of limitations period is shorter than 180 days in which case I will continue to be bound by the shorter limitations period. I waive any limitation periods to the contrary. I further agree that if I should bring any non-statutory action or claim arising out of my employment against the firm, in which the firm prevails, I will pay to the firm any and all such costs incurred by the firm in defense of said claims or actions, including attorney fees. I further agree that my employment is conditional until such time as the results of my post-offer physical (if such physical is required) are known.

Date: _____ Signature: _____

Equal Employment Opportunity Questionnaire

This Company is in full compliance with Federal, State and Local laws and with Executive Order 11246, as amended, is committed to the continual evaluation of our Affirmative Action Program (AAP).

Anti-Discrimination Notice

It is an unlawful employment practice for an employer to fail or refuse to hire or discharge any individual, or otherwise discriminate against an individual with respect to the individual's terms and conditions of employment, because of an individual's race, color, religion, sex, national origin, disability, sexual orientation, gender identity, or veteran status.

In order to evaluate our progress as an Equal Opportunity Employer, we are asking applicants to complete this questionnaire.

INFORMATION PERTAINING TO SEX AND RACE / ETHNIC HERITAGE IS REQUESTED AND VOLUNTARY.

Confidential Applicant Information: Female ☐ Male ☐

Race / Ethnic Heritage (please check one). If two or more categories apply, choose the one with which you most clearly identify.

- ☐ **Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- ☐ **White (Not Hispanic or Latino)** – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- ☐ **Black or African American (Not Hispanic or Latino)** – A person having origins in any of the black racial groups of Africa.
- ☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- ☐ **Asian (Not Hispanic or Latino)** – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- ☐ **American Indian or Alaska Native (Not Hispanic or Latino)** – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- ☐ **Two or More Races (Not Hispanic or Latino)** – All persons who identify with more than one of the above races.
- ☐ **Other**

***If you choose not to self-identify your race / ethnicity, the Federal Government requires the Employer to determine this information by visual survey and / or other available information.**

Applicant Name (Print)

Applicant Signature

Leavitt & Starck Excavating, Inc.

Criminal Records Check Policy

This Company obtains criminal conviction record checks on applicants for employment. This Memo confirms the employment applicant review policy concerning conviction records of applicants.

1. **This policy only reviews convictions. Arrest records will not be checked.**
2. No applicant will be hired who has any conviction or incarceration for any crime of dishonesty, drug possession or sales, assault, or aggression within seven (7) years before applying for the job at the Company.
3. No applicant will be hired for any position involving driving who has a conviction for any driving offense involving alcohol or drug use within three (3) years before applying for the job at the Company.
4. All other applicants with convictions within seven (7) years of application will be reviewed by the Company to determine whether the conviction disqualifies the applicant. The Company will also review driving records and may reject applicants because of poor driving records.
5. Any applicants who falsify employment applications by indicating they have not convictions when they have been convicted in the past (of any date or type) will not be hired and, if hired before the conviction search is completed, will be terminated when the search record confirming a conviction is received by the Company.
6. Any employee who is convicted for any reason during their employment must inform the Company, in writing, of the conviction within five (5) business days of the conviction. Failure to timely provide written notification to the Company of the conviction will result in the immediate termination of the employee. The employment status of an Employee who timely reports a conviction will be reviewed on a case-by-case basis. The Company may, in its discretion and as allowed by law, also conduct random and/or periodic criminal records checks of existing employees for convictions.
7. Appropriate steps will be taken to maintain the confidentiality of information received regarding an applicant's or employee's criminal record. Criminal conviction records will be maintained by the Human Resources Department in a file separate from employee and applicant files or kept in an appropriate restricted envelope secured for restricted access.
8. Nothing in this Policy shall modify the Company's employment policies.

Voluntary Self-Identification of Disability

Form CC-305
OMB Control Number 1250-0005
Expires 1/31/2020
Page 1 of 2

Why are you being asked to complete this form?

Because we do business with the government, we must reach out to, hire, and provide equal opportunity to qualified people with disabilities.¹ To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to update their information every five years. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

- Blindness
- Deafness
- Cancer
- Diabetes
- Epilepsy
- Autism
- Cerebral palsy
- HIV/AIDS
- Schizophrenia
- Muscular dystrophy
- Bipolar disorder
- Major depression
- Multiple sclerosis (MS)
- Missing limbs or partially missing limbs
- Post-traumatic stress disorder (PTSD)
- Obsessive compulsive disorder
- Impairments requiring the use of a wheelchair
- Intellectual disability (previously called mental retardation)

Please check one of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your Name

Today's Date

Leavitt & Starck Excavating, Inc.

Employee Handbook A Guide For Our Employees



Revised February 14, 2020

time limitations as specifically described as provided by that procedure; (2) for suits requiring a Notice of Right to Sue from the EEOC or any equivalent governmental agency, within 90 days after the EEOC or agency issues that Notice; or (3) for all other claims, within (a) 180 days of the events giving rise to the claim, or (b) the time limit specified by the applicable statute or at common law, whichever is shorter. Further, I agree to waive any statute of limitation to the contrary.

I acknowledge and knowingly and voluntarily agree to be contractually bound to all provisions of Article VI of the Leavitt & Starck Handbook's (February 14, 2020 revision) Dispute Resolution Procedure, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute or claim I may raise, initiate, or counterclaim against Leavitt & Starck. I acknowledge that this Agreement explicitly incorporates the terms of the Company Dispute Resolution Procedure, and I agree to be contractually bound by those terms. I agree that the disputes covered by the Dispute Resolution procedure include (but are not limited to): (a) any dispute concerning my employment with the Company; (b) any dispute concerning any termination or cessation of my employment with the Company; (c) any wrongful termination claims brought by me against the Company; and (d) any employment discrimination, failure to accommodate, interference, or retaliation claims brought by me against the Company. I acknowledge and agree that the Dispute Resolution Procedure requires me to comply with certain procedural and timeliness requirements, and I further understand and agree that I irrevocably waive any claim or dispute which I fail to submit a dispute in compliance with these procedural and timeliness requirements. I agree that the Company retains the discretion to initiate in an appropriate judicial forum any claim or counterclaim it may raise against me, and I acknowledge that nothing about this Agreement or the Handbook limits the Company's right to seek injunctive relief against me in a judicial forum. Finally, I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial, and I further acknowledge that the decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this Agreement and return it to Human Resources Department to memorialize your acceptance of the terms of this Agreement. Retain a second copy for your reference.

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INTRODUCTION

This Employee Handbook ("Handbook") is a compilation of personnel policies, practices and procedures currently in effect at Leavitt & Starck Excavating, Inc. ("Leavitt & Starck" or the "Company").

What is the Handbook Intended to Do?

The Handbook is designed to introduce you to Leavitt & Starck, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment. The Handbook is intended to provide you with a convenient overview, summary, and explanation of present policies and practices at the Company. But no single Handbook can cover every situation or matter that might arise in the workplace. For this reason, specific questions regarding the applicability or impact of a particular policy or practice described in this Handbook should be addressed to the Human Resources Department.

What is the Handbook NOT Intended to Do?

Like most American companies, Leavitt & Starck generally does not offer individual employees formal employment contracts with the Company, and the Company maintains an at-will relationship with all its employees. No term of this Handbook limits or alters the Company's right to terminate the employment of any employee with or without cause and with or without notice. Any statements in this Handbook addressing disciplinary policies or procedures shall not alter or limit the Company's ability to take disciplinary action against any employee with or without cause and with or without notice.

Except for those specific contractual terms provided on or incorporated by the **Leavitt & Starck Excavating, Inc. Employee Agreement and Acknowledgement of Receipt of Handbook** ("Agreement and Acknowledgement") form (which you will sign and return to us as a condition of beginning or retaining your job), this Handbook is not a contract and does not contain express or implied contractual terms. With the exception of the Agreement and Acknowledgement page, this Handbook is not intended to create, nor should it be construed to constitute, a contract between the Company and any of its employees for employment or for the provision of any benefit. No part of the Handbook guarantees you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time.

What Else Should I Know About the Handbook?

Should any provision in this Handbook be found to be unenforceable and invalid, such a finding does not invalidate the Handbook, but only the subject provision. Nothing in this Handbook is intended to infringe upon any employee rights afforded by state or federal law, nor should you interpret any provision of this Handbook in such a way that would violate those rights.

No manager or other representative of the Company, other than the President or Vice President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the employee and either the President or the Vice President.

ARTICLE I: GENERAL EMPLOYMENT POLICIES AND PRACTICES

Equal Employment Opportunity

Leavitt & Starck is an equal opportunity employer with a policy prohibiting unlawful employment discrimination. We will extend equal opportunity to all individuals without regard to race, religion, color, sex, sexual orientation and identity, age, national origin, disability, height, weight, marital and/or familial status, veteran status, genetic information, or any other characteristic protected by applicable federal or state law. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in the Anti-Discrimination & Harassment Policy provided below.

Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill our job vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

Employment Classifications

The following terms will be used to describe employment classifications and status:

- **Exempt Employees.** Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of one or more of the U.S. Department of Labor's overtime exemption regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.
- **Non-Exempt Employees.** Non-exempt employees are entitled to receive overtime pay equal to 1 and ½ time his or her regular wage rate for all hours worked in excess of 40 hours in any particular workweek. Non-exempt employees may be paid on an hourly or salaried basis. Please note that a non-exempt salaried employee's salary is intended to compensate him for all hours he or she may work in any particular workweek, and accordingly he or she will be paid an overtime premium of ½ his or her regular wage rate for all hours worked in excess of 40 hours in any particular workweek pursuant to the Department of Labor's "fluctuating workweek" overtime compensation calculation method. Only actual hours worked count towards determining whether or not an employee has exceeded this 40 hour threshold.
- **Full-Time Employee.** Full-time employees are those who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis. Full-time employees are eligible to receive paid benefits once a 90-day waiting period has been satisfied, or as

For the purposes of calculating hours worked within each workweek, the Company's established workweek begins each Sunday at 12:01 AM and ends each Saturday at 12:00 PM.

Overtime Hours

Due to the nature of our business, Leavitt & Starck will frequently require employees to work overtime. The Company will assign overtime work to employees at the Company's sole discretion. If the Company requires that you work overtime, we will give you as much notice as possible in advance of the assigned overtime work. In certain circumstances, however, the Company may not be practically able to provide you with advance notice of the requirement to work overtime.

If you are paid on a salaried basis, your weekly salary is intended to compensate you for all hours worked during that particular workweek. Non-exempt salaried employees will be paid overtime wages for all hours worked in excess of 40 hours in any particular workweek. This means that hourly employees will be paid 1 and ½ times their regular hourly rate for each hour worked in excess of 40 hours in any particular workweek. Non-exempt salaried employees will receive an overtime premium of ½ times their regular hourly rate for each hour worked in excess of 40 hours in any particular workweek as a supplement to their weekly salary. Exempt salaried employees are not entitled to overtime pay, nor will they receive such pay.

Attendance and Punctuality

The purpose of Leavitt & Starck's Attendance and Punctuality policy is to establish reasonable expectations about when you will come to work to get the job done. Because the Company relies on the contributions of its employees to satisfactorily complete our clients' projects, it is important for you to report to work on time and consistently, and avoid unnecessary and unapproved absences. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

The following definitions will apply for the purposes of this Policy:

- **Scheduled Absence:** A Scheduled Absence occurs when you have been scheduled to work, but when (1) you have made a timely request to your immediate supervisor that you do not intend to report to work that day, and (2) your immediate supervisor has approved your request. In order for a request for a Scheduled Absence to be considered "timely," you must typically submit this request to your immediate supervisor no later than 1 week in advance of the shift for which you will be requesting a Scheduled Absence. The Company may, in its sole discretion, choose to accept an untimely Scheduled Absence request depending on the circumstances.
- **Tardiness:** Tardiness occurs when an employee is not available for work at the beginning of any scheduled shift, or is late returning from any break or short-term cessation of work. You are expected to report to work no later than the time when you are scheduled to begin working. The Company also expects all employees to be on-site and ready to begin performing their duties for Leavitt & Starck at their shift's scheduled start time.
- **Early Departure:** Early Departure occurs when an employee reported for duty at the beginning of his or her scheduled shift, but leaves prior to the scheduled completion of the shift without explicit approval of the employee's immediate supervisor.
- **Unauthorized Absence:** An employee engages in an Unauthorized Absence when he or she misses a scheduled shift without providing appropriate notice as required by the policies in this Handbook, or as permitted by state or federal law. Unauthorized Absences may include failures to report to work, tardiness for arrival to scheduled shift, or Early Departure from a shift prior to receiving authorization to clock out from a shift.

The Company recognizes that employees sometimes have one or more legitimate and understandable reasons to be absent from work from time to time. However, the Company

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Field Equipment and Tools

Employees are responsible for maintaining the heavy equipment, trucks, and tools they use each day. This includes checking all fluids before use, greasing and lubricating vehicles and equipment, and reporting any maintenance issues or repair items to a supervisor each day. The operator, driver, and user of each piece of equipment, truck, or tool is expected to inspect each item before use, and report any malfunctions immediately to a supervisor. Abuse of Company-owned equipment will not be tolerated and may result in disciplinary action up to and including discharge.

Company Vehicles

Company owned vehicles are to be used only for Company business, driven only by Company employees, and may be used only as approved by Leavitt & Starck's management. Non-employees such as spouses, children, relatives, or friends are not authorized to drive Company-owned vehicles at any time or for any reason.

If the Company has explicitly authorized you to take a Company vehicle to your home or residence, you are expected to maintain the vehicle at all times and report any malfunctions immediately to a supervisor. The Company does not intend that any take-home vehicle will be used as a substitute for a personal vehicle, and such vehicles are not intended to be used for any purposes other than Company business.

Any unauthorized use of Company vehicles or violation of this policy may result in disciplinary action up to and including discharge. In certain instances, the misuse of Company vehicles may be considered theft.

Office Equipment

The Company may assign certain office equipment to employees depending on the needs of the employee's job. Such equipment may include calculators, surveying tools, personal computers, printers, and access to our central computers and servers. Any equipment owned by the Company and assigned by the Company for any employee's use remains at all times the property of the Company, and may not be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care to avoid damaging or destroying it, and the Company expects you to report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

Leavitt & Starck maintains a personnel file for each employee, which contains certain employment records. Although these personnel files are property of the Company, you have the right to review and obtain copies of your personnel records up to two times per year provided that you give us reasonable notice. In order to assure the accuracy of these records, it is the responsibility of employees to notify the Company's management if you observe that your personnel record contains inaccurate or obsolete information.

messages, transmissions, information, or data received into or sent out of any of the Company's Electronic Information Systems are also the exclusive property of the Company.

Employees should have NO expectation of privacy in connection with the access and use of Leavitt & Starck's Electronic Information Systems, including sent, received or stored email messages and usage of the Internet. To safeguard and protect the Company's proprietary, confidential and sensitive information, and to ensure that the use of the Company's Electronic Information Systems is consistent with this policy, the Company may monitor the use of our Electronic Information Systems. This may include the monitoring of employees internet usage, as well as printing and reading email messages, files on the system, list servers and equipment at any time and without advance notice. You should also be aware that email messages and other information stored on Electronic Information Systems may be accessible to other Company employees under certain circumstances. Please note that the Company uses email filters to block spam and computer viruses, and these filters may from time to time block legitimate email messages.

The Company can by no means guarantee the complete protection of information stored on any Company-owned Electronic Information System. Classified Information, or confidential or proprietary business information should never be transmitted or forwarded to other employees inside the Company who do not need to know the information.

Employees may use Leavitt & Starck's Electronic Information Systems only for appropriate job-related or otherwise approved business purposes during working time. Incidental and occasional personal use is allowed, but must be limited to non-working times such as breaks, lunch periods, and outside of normal working hours. Nothing in this manual is intended to infringe on any employee rights as provided by law.

The terms of the Company's Employee Dignity policy apply to your use of the Company's Electronic Information Systems just as they apply to the way you behave in person. You may not write, send, read, store, or receive data through the Company's Electronic Information Systems containing content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or person. Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, sex, religious or political beliefs, or any other characteristic protected by law.

You must always respect and comply with copyright laws and intellectual property rights of both the Company and other parties. Unauthorized software programs and materials may not be installed on the Company's Electronic Information Systems. The Company prohibits the illegal duplication of software and documentation.

If you intend to use your personal mobile device for work-related communications or to access the Company's Electronic Information Systems, such use must be pre-approved by the Company. Any Company information that is sent, received, or stored on your personal mobile phone remains property of the Company. You may be required to temporarily provide your personal mobile device to management to retrieve or delete any of the Company's information that is sent, received, or stored on your phone.

Violation of any part of this policy may mean termination of your access to the Company's Electronic Information Systems, or disciplinary action, up to and including termination of employment.

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly-qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- Business Processes and Management. Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- Safety and Security Management. We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- Communication and Identification. We use your Personal Information to identify you and to communicate with you.

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your expressed written permission, except where disclosure is reasonably necessary to comply with the law.

One particular type of Personal Information that Leavitt & Starck will collect from each of its employees is a Social Security Number ("SSN"). All employees are required to have an SSN in order to be employed by the Company so that we can make adequate tax reporting. However, the Company takes each employee's privacy very seriously, and it maintains a strict policy to protect the confidentiality of SSN's that are obtained by or provided to the Company and its employees, members, contractors, agents and representatives in the course of their employment, activities or services performed on behalf of the Company.

Documents containing SSN's shall be kept in confidential files. Except as required by necessary and legitimate business purposes, no employee is permitted to have access to SSN's (including documents that contain any SSN's), or to keep, view, use, copy, disclose, or distribute another person's SSN, or in any other way disclose another's SSN. One who accesses an SSN for necessary and legitimate business purposes is prohibited from using or accessing the SSN in a manner that may permit an unauthorized individual to view, use or access the number.

When documents containing SSN's are no longer needed and are to be discarded, such documents must be disposed of in a manner that ensures the confidentiality of the SSN's. The Company has developed a practice for shredding or otherwise disposing of confidential records, including documents containing SSN's.

Leavitt & Starck employs reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to

use common sense and your best judgment when making or receiving personal cellular phone calls at work.

Employees may take photographs with their cell phone cameras while at a job site or on the clock in only two situations: First, from time to time the Company may ask an employee to take a photo of a job site, a Company vehicle, or damage caused in or related to an accident. Second, employees may take photos while at a job site or on the clock if specifically authorized by the Company's management. All other non-authorized use of cell phone cameras is prohibited. The use of cameras on cell phones during work hours is additionally prohibited in all work areas that contain proprietary information or confidential documents. Camera phones and other devices with photographic or recording capabilities may never be used in restrooms, locker rooms, or other private areas in the workplace. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company prohibits the use of hand-held cellular devices while driving or operating heavy equipment. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating vehicles or heavy equipment.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is generally prohibited at all times inside any building or facility owned by the Company. Employees may be permitted to smoke on a job-site on a case-by-case basis. Any employee who is unsure whether or not he or she may smoke on a job site should ask his or her supervisor.

Alcohol and Drug Abuse Policy

Leavitt & Starck has a vital interest in maintaining a safe, healthful, and efficient workplace. The use and effect of illegal drugs and alcohol by employees may very seriously jeopardize those goals, especially when employees allow illegal drugs or alcohol to impact their performance while at work. Because of these concerns, it is the Company's desire to take reasonable steps to ensure that the use of alcohol and/or drugs does not jeopardize the safety of our employees, subcontractors and customers.

Definitions

For the purposes of this Policy:

- A. "Company Premises" includes (but is not necessarily limited to) all property, whether owned, leased, or used by Leavitt & Starck. This Policy also includes certain premises owned, leased, or used by the customers we serve, or by partnering contractors or subcontractors. It also includes modes of transportation (trucks, cars, heavy machinery), whether owned by the employee or owned by the Company, to and from all of those locations if the mode of transportation is used by the employee in the course of his or her employment with the Company.
- B. "Job Site" includes any location where Leavitt & Starck is performing any form of work, whether or not the location is property owned by the Company, a customer of the Company, a client of the Company, or a contractor or subcontractor working with the Company.

- D. Fail to adhere to the requirements of any drug or alcohol treatment or counseling program in which any Company employee may be enrolled.
- E. Fail to report to his or her supervisor or to Human Resources any use of any prescription or "over the counter" drug which has the capacity to alter mood, perception, or judgment or which might alter the employee's behavior or physical or mental ability; or to fail to keep prescribed medications in its original container while at work on Company Premises or at a Company Job Site.
- F. Refuse to sign a "Consent & Release" form authorizing drug testing and release of results to the Company; fail to promptly submit a urine, breath, or other sample for testing without a valid medical explanation when requested by the Company consistent with the requirements of this Policy and as allowed by law; or switch, dilute, or adulterate any sample submitted for testing.
- G. Refuse to sign a statement agreeing to abide by this Policy.

Implementation and Enforcement

- A. Testing. Employees may be required to submit to substance testing, which might include (but is not necessarily limited to) urinalysis, blood, breath, hair, or similar tests, as provided below:
 - a. All employees may be required to pass a pre-employment substance test prior to becoming a full-time Leavitt & Starck employee.
 - b. A substance test may be required where any manager, supervisor, foreman, or officer of the Company acquires Reasonable Suspicion of any violation of this Policy.
 - c. All employees for a job-related injury or sickness will be tested for drugs and/or alcohol. Any employee who has been involved in an accident, injury, near-miss accident, or who has received medical treatment at either a med center or emergency room will be required to submit for a substance test if there is reasonable basis for the Company to believe that the employee's performance, behavior, conduct, or judgment may have contributed to the incident.
 - d. All Employees with a valid CDL or who operates Company vehicles on an occasional basis may be subjected to random testing per FMCSA & DOT requirements.
 - e. Substance testing will be performed as otherwise required by law.
- B. Investigations. Any Leavitt & Starck employee's personal property is subject to search if the Company acquires Reasonable Suspicion of any violation of this Policy. The Company reserves the right to inspect the contents of any Company property being used by any employee at any time. Searches will be conducted with all due regard for the personal privacy of each employee and the integrity of the searching or testing process.
- C. Authorized Use of Prescribed Medications. Employees working while under the care of a qualified medical practitioner who have been prescribed the use of a prescription drug to

problem. Such assistance can be requested through the Company's Human Resources Department, which will direct you to appropriate resources. The Company shall attempt to refer the employee to appropriate medical treatment and counseling, and may elect to grant the employee a leave of absence, if necessary, to undertake such rehabilitative treatment. Employees requesting voluntary rehabilitation are still subject to the terms of this policy. Employees who are granted such leave of absence will be required by the Company to successfully complete a return to service medical examination, including substance testing. Employees returning to work under this policy will be subject to periodic or random substance testing as a condition of reinstatement to work.

Workplace Violence Prevention Policy

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

The Company will not tolerate any inappropriate physical conduct by any person that may result in harm to people or property. Additionally, conduct that threatens, intimidates, or coerces any Company employee, customer or client, manager, vendor, or any member of the public at any time, for any reason, will not be tolerated. Employees must report all threats or instances of violence as soon as possible to a supervisor or any other member of management. This includes threats by other employees, as well as threats by customers or clients, vendors, or other members of the public.

It is the responsibility of every employee to report any and all violations of the security policy to the Company's management. All employees are expected to fully cooperate with any investigation related to workplace violence, whether conducted internally or by outside authorities.

Leavitt & Starck reserves the right to inspect all personal property brought on to the Company's premises, including trucks, cars, duffle bags, satchels, lunch pails, etc. The Company also reserves the right to inspect the contents of its property assigned to employees, such as desks, file cabinets, etc.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment. Employees found to be in violation of the security policy will be subject to disciplinary action, or termination of employment.

Leaving the Company

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return credit cards, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

ARTICLE II: EMPLOYEE PERSONAL CONDUCT

Anti-Discrimination Policy

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex, sexual orientation and identity, age, national origin, disability, height, weight, marital and/or familial status, veteran status, genetic information, or any other characteristic protected by applicable federal or state law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training.

It is the responsibility of all Leavitt & Starck employees, at all levels, to support this Policy. Employees who have been subjected to discrimination or who have witnessed discrimination must report such discrimination, in writing, to the Company's management. Discrimination may, in certain circumstances, include treatment from co-workers, management, members, vendors, or from the public. The Company will take disciplinary steps, up to and including termination, against any employees whom it determines engages in discrimination or harassment.

The Company wants to resolve any employee's concerns with regard to possible discrimination. If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or the Human Resources Department. Employees reporting in good faith incident(s) of actual or suspected discrimination will not be retaliated against, even if the result of the investigation produces insufficient evidence to support the complaint. Individuals who raise complaints which are later shown to be intentionally false or fraudulent or who submit a complaint for any purpose other than elimination of workplace discrimination, harassment, or any other activity protected under state or federal law may be subject to disciplinary action, however, up to and including termination.

Job Accommodations

Leavitt & Starck is committed to providing equal employment opportunity for qualified individuals with disabilities. Neither state nor federal law alters the Company's right to hire the best-qualified applicant for each job position, but the Company nevertheless prohibits discrimination of any kind against qualified employees or applicants with disabilities or who are perceived to have a disability.

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. The Company will provide reasonable accommodations for a qualified individual's disability where the accommodation permits the employee to perform the essential functions of his or her job.

If you believe you require an accommodation, you should notify your direct supervisor or any other member of management at the Company about how your disability prevents or impairs your ability to perform the essential functions of your job. Requests should be made in writing and should be made as early as possible. Michigan law requires employees to notify the Company in writing of the need for accommodation within 182 days of the date the employee knows or should know that an accommodation is needed. Failure to properly notify the Company may preclude any claim that the Company failed to accommodate your request. Upon request for an

The Company also expects all employees to conduct themselves professionally while at work. Unprofessional conduct is conduct of any type which is inappropriate in the work place or demeaning towards others as determined by the Company in its sole discretion. In determining whether conduct is inappropriate or unprofessional, the Company will rely on its discretion and common sense as applied in light of the facts of the situation, as well as the need to maintain positive customer or client and employment relations. Unprofessional conduct includes, but is not limited to, the types of conduct described above, even if such conduct may not necessarily be unlawful. Employees who have engaged in such unprofessional conduct may be disciplined up to and including termination.

Each employee is responsible to ensure that his or her behavior complies with the standards expressed in this policy. Behavior that is harassing or unprofessional toward others will not be excused simply because the actor or actors did not intend any harm or offense.

If you are a witness to, or subjected to, any form of discrimination, harassment, or unprofessional conduct, you should immediately notify your supervisor or the Human Resources Department as may be appropriate. You should also notify your supervisor if conduct which you believe to be in violation of this policy is perpetrated by non-Company personnel in the course of business. Depending on the circumstances and nature of the conduct you see or be subjected to, you may also direct reports to the management of the Company as may be warranted under the circumstances.

Each report received by the Company from its employees will be given serious consideration and investigated promptly. Reports and investigations will be handled with discretion, and appropriate corrective action will be taken. It is against Company policy and unlawful to retaliate in any way against anyone who has in good faith lodged a conduct complaint, has expressed a concern about workplace conduct or professionalism, or has cooperated in an employer investigation. The initiation of any complaint made in good faith shall not be grounds for disciplinary action by the Company. Individuals who raise complaints which are later shown to be intentionally false or fraudulent or who submit a complaint for any purpose other than elimination of workplace discrimination, harassment, or any other activity protected under state or federal law may be subject to disciplinary action, however, up to and including termination.

This policy is not intended to prohibit (nor should be construed to restrict) the lawful exercise of any employee right guaranteed by state or federal law.

generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan only during future Open Enrollment periods or for one or more reasons for which an employee may elect to participate in Special Enrollment.

All benefit plans are subject to change, elimination, modification, or amendment at the Company's sole discretion.

Medical Insurance

The Company offers medical insurance to full-time eligible employees, to certain eligible employee dependents, and to other individuals as may be required by law. Details of the Company-sponsored medical insurance plan may be found in the Company's Benefit Booklet, in the medical insurance plan's SPD, or in the medical insurance plan's plan documents.

Late Applicants

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during a future Open Enrollment period.

Special Enrollment

Special enrollment allows individuals who previously declined coverage or who selected specific coverage options under one or more Company-sponsored benefit plans may be entitled to enroll or change their participation in such plans if the employee experiences a loss of eligibility for other coverage, or other certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to the applicable SPDs or the underlying plan documents.

COBRA (Continuation of Health Coverage)

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances where they might otherwise lose coverage. Employees may elect to continue healthcare coverage at their own expense for a maximum of 18, 36 or (under limited circumstances) 29 months depending on the qualifying event.

The Company offers continued coverage to an employee's spouse or dependent up to 36 months in the event of:

- The death of the employee;
- The divorce or legal separation of the spouse from the employee;
- A dependent child ceasing to be a dependent child under the terms of the healthcare plan; or the covered employee becomes entitled to Medicare coverage.

Health coverage may be continued for the employee, spouse and/or dependent for up to 18 months when:

- The employment relationship ends voluntarily or involuntary as long as the employee was not discharged for gross misconduct.

ARTICLE V: HOLIDAYS, VACATION AND OTHER LEAVE

Paid Medical Leave

Leavitt & Starck fully complies with Michigan's Paid Medical Leave Law. Paid Medical Leave ("PML") may only be used under those terms provided in this Policy. An employee who uses his or her PML will receive 100% of his or her regular hourly wage rate for each hour of PML submitted for use. PML is only available to employees who are defined as "eligible employees" under the law. This includes most employees who (1) actually work and are scheduled to work 26 workweeks per calendar year and (2) actually work and are scheduled to work 25 hours a week or more on average per calendar year. Overtime exempt employees are not eligible to accrue or take PML.

Accrual of PML. On January 1 of each calendar year, the Company will provide all eligible employees with 40 hours of accrued PML to be used in compliance with this policy. Employees who are hired within a calendar year will receive 40 hours of accrued PML time as of their hire date, but no newly hired employee may use any of his or her accrued PML time until after he or she has satisfactorily completed 90 days of employment.

Use of PML. PML may only be used for any of the following qualified uses: A physical or mental illness, injury, or health condition of the employee or his or her family member; for the purposes of receiving medical diagnosis, care, or treatment of the employee or employee's family member; for the purpose of obtaining preventative care of the employee or his or her family member; in the event that the employee or his or her family member is the victim of domestic violence or sexual assault; for the closure of the employee's place of business by order of a public official; to care for a child whose school or place of care has been closed by order of a public official; to receive medical care or psychological or other counseling; to receive services from a victim services organization; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

Employees who elect to use their PML must notify the Company as far in advance of the anticipated leave as reasonably practicable. The Company in its sole discretion retains the right to require an employee electing to use PML to provide documentation of the qualified use for which the employee has requested the paid leave. Absent unusual circumstances, employees using PML should be prepared to present to the Company a physician's note or other proof to show that the employee actually experienced a qualified use of PML on the date when the PML was used.

PML may only be used in blocks of 8 hours or more. This means that an employee who needs to use his or her PML for only a one-hour period must nevertheless take the entire 8-hour (one day) period away from work.

Carry-over of PML. The Company does not permit employees to "carry over" or "roll-over" hours of PML from one calendar year to the next. The Company will entirely void the PML bank of any employee who has accrued but unused PML as of the conclusion of the December 31 work day, with the full accrual of the 40 annual hours to occur on January 1 of the next year.

Payout. If any employee is terminated, resigns, or otherwise separates from employment with

summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working, but any period of leave taken to fulfill a civic duty requirement will be unpaid. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

Family Medical Leave Act Policy

Any employee with at least 12 months of service, who has worked 1250 hours or more in the past 12 months, may request unpaid leave under Leavitt & Starck's Family Medical Leave Act ("FMLA") Policy. The rights and job protection provided under the FMLA do not apply to leaves extending beyond the period allowed by FMLA.

Reasons for FMLA Leave: You may request up to 12 weeks of FMLA leave for the following reasons:

- For your own serious health condition (defined below) that makes you unable to perform the essential functions of your job.
- To care for your spouse, child, or parent with a serious health condition.
- For incapacity due to pregnancy, prenatal medical care or child birth.
- To care for your child after birth, placement for adoption, or foster care placement.
- For a "qualifying exigency" resulting from the fact that your spouse, parent, son or daughter is deployed to a foreign country as a member of the Armed Forces. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment and reintegration briefings.

The amount of FMLA leave time you have available to you (for the above reasons) on any given date is equal to 12 weeks minus the amount you have used in the preceding 12 months.

You may request up to 26 weeks of FMLA leave in a single FMLA year for the following reason:

- To care for your spouse, son, daughter, parent, or next of kin who is a covered servicemember. A covered servicemember is either:
 - (1) a current member of the Armed Forces who incurred or aggravated a serious illness or injury in line of duty on active duty; and may be medically unfit to perform the duties of his office, grade, rank or rating because of the serious illness or injury; and is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
 - (2) a veteran of the Armed Forces who incurred or aggravated a qualifying injury or illness in line of duty on active duty; and is undergoing medical treatment, recuperation or therapy for a serious injury or illness; and was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. In a year in which you use leave to care for a covered servicemember, 26 weeks is the maximum amount of FMLA leave that you may use in total for all types of FMLA leave.

Definition of a Serious Health Condition: A "serious health condition" for FMLA purposes is an illness, injury, impairment, or physical or mental condition that involves either:

by FMLA will be charged against your yearly FMLA allowance.

Returning to Work: Before returning to work from a leave taken for your own serious health condition, you must provide medical verification of your fitness for duty. The Company will provide a list of the essential functions of your job for that purpose. If you are taking leave intermittently or on a reduced work schedule, a fitness-for-duty certification may be required in some cases.

Upon return from FMLA leave, most employees will be returned to their original position or an equivalent one, with equivalent pay, benefits and other employment terms. Use of FMLA leave will not result in the loss of any benefit that accrued prior to the start of the leave. Employees will not continue to accrue benefits while taking FMLA leave.

Termination of FMLA Leave: FMLA leave and accompanying benefits will cease if:

- The employment relationship would have terminated if you had not taken FMLA leave;
- You inform Leavitt & Starck of your intent not to return from leave;
- You fail to return a medical certification as required;
- You fail to return to work (with any required certification) at the end of an approved FMLA leave;
- You continue on unapproved leave after exhausting your FMLA leave entitlement;
- You obtain FMLA leave fraudulently;
- You engage in conduct on FMLA leave that is inconsistent with the need for that leave; or
- You begin employment with another employer, or engage in self-employment without the company's approval, during FMLA leave.

Enforcement: If you believe that your FMLA rights have been violated, report this immediately to the Practice Administrator or another manager or supervisor. Any complaint will be investigated thoroughly and promptly. No employee will be retaliated against for making a good faith complaint. The FMLA also states that employees can file a complaint with the U.S. Department of Labor or in an appropriate court.

Other Unpaid Leaves

A leave of absence is an excused but unpaid period of time away from work. The Company recognizes that a leave of absence is sometimes necessary for an employee due to extenuating circumstances.

All requests for time away from work during working hours must be made no later than two weeks, earlier if possible, from the date requested so that arrangements can be made to have job duties covered.

In order to request a leave of absence, a leave request form should be completed and submitted to the Company's Human Resources Department for consideration and approval. The guidelines for approving a leave of absence are based not only on the reason for the request, but also on whether such a leave will cause a hardship on the operations of the Company. The Company at all times retains absolute discretion to determine whether it will grant a request for a leave of absence. Leaves of Absence will be considered on an individual basis and must be approved in advance.

Leaves of absence may result in a temporary or permanent cessation of some or all benefits, consistent with the terms of each applicable benefit plan. Employees electing to take a leave of

ARTICLE VI: DISPUTE RESOLUTION

In a perfect world, every employment relationship would be smooth and harmonious. But from time to time an employee may feel that he or she has a legitimate legal dispute with his current or former employer. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or one of many other reasons related in any way to the employee's employment with the Company.

All current or former employees of the Company agree to submit any dispute with the Company to binding and final arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split equally between the Company and the employee. Each party will be responsible for its own attorney or other related fees. The employee acknowledges and understands that by agreeing to arbitrate all disputes the employee may have with the Company, the employee gives up and forever forfeits its right to litigate their dispute in state or federal court, before a jury, or before any applicable federal or state administrative entity. The decision of the arbitrator is final and binding.

Although we seek to provide a workplace in which all employees feel that they are an important part of the Company and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or the Company which can best be resolved through a formal procedure for dispute resolution. Any dispute between you and the Company may be resolved using this dispute resolution procedure, except for verbal reprimands which are not recorded in your personnel file. All disputes between any employee and the Company are to be resolved by in accordance with the following procedure. If you fail to follow the procedural and timeliness requirements provided in this Policy, your claim will be irrevocably waived.

Dispute Resolution Procedure

Preliminary Step

You must first address your grievance with your immediate supervisor. This may be done verbally in an informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

Step 1

If the dispute between the employee and the Company was not resolved through use of the Preliminary Step and if the employee wishes to continue to resolve the dispute, the employee must submit a grievance in writing to his or her immediate supervisor. A grievance is a complaint by an employee concerning any matter related to the employee's employment with the Company. All grievances must be in writing on a form provided and distributed by the Company. To be valid, a grievance must state clearly and concisely all the known facts related to the grievance, including the "who, what, where, when and why" necessary to explain the dispute. The grievance must also clearly explain why the employee disagrees with the act or omission of the Company and must also describe the remedy the employee is seeking. The employee must finally sign and date the grievance.

Grievances must be submitted within 30 calendar days following the date the employee first knew

party may seek to enforce an arbitrator's award in a court of competent jurisdiction.

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:	1,113,803.19
Labor Costs:	375,703.19
Materials Costs:	355,100.00
Equipment Costs:	383,000.00
Possible Change Orders:	Unknown



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Approve Contract Award – Oakridge Drive: Glen Drive to Grovedale Avenue.

Recommendation:

Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Oakridge Drive: Glen Drive to Grovedale Avenue to Concord Excavating of Concord, Michigan and authorize the Mayor and City Clerk to execute the appropriate document 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.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Approve the Contract Award for Street Reconstruction with Water and Sanitary Sewer Replacement on Oakridge Drive: Glen Drive to Grovedale Avenue to Concord Excavating of Concord, Michigan and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ISSUE STATEMENT

On August 9, 2022, City Council held a public hearing of necessity and adopted a resolution ordering the Street Reconstruction with Water and Sanitary Sewer Replacement on Oakridge Drive: Glen Drive to Grovedale Avenue. On November 16, 2023, bids were opened in Purchasing for the construction.

DESCRIBE THE CONSEQUENCES

Engineering records show that the water main on Oakridge Drive was originally constructed in approximately 1961. The asphalt pavement and concrete curb and water was then constructed in 1971. The current condition of the pavement is very poor with extensive cracking, potholes and patching throughout.

The current PASER rating on Oakridge is a 2. If the street construction is not awarded, there will be no changes to the street, water or sewer conditions.

The Engineer's estimate for this project is \$328,085.80. Bids are as follows:

<u>Company</u>	<u>Bid</u>
Concord Excavating and Grading, Concord, MI	\$288,918.60
Bailey Excavating, Inc., Jackson, MI	\$297,184.58

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

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

- A) Price (25%)
- B) Corporate Accountability (25%)
- C) Workplace Safety (25%)
- D) Workforce Development (15%)
- E) Social Equity (10%)

<u>Company</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>Total</u>
Concord Excavating	25	24	23	15	9	96
Bailey Excavating	24.30	25	25	15	10	99.30

OWNERSHIP

Engineering is responsible for the street reconstruction projects in the City. Engineering proposes to replace the full depth of the pavement structure with a new gravel base and new hot mix asphalt. The antiquated water main will be replaced. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. Because the street and right-of-way are more narrow than typical, the sanitary sewer will be replaced and relocated to maintain the required separation from the new water main.

SOLUTION

To get the roadway reconstructed it is the request of Engineering in concurrence with the Purchasing Agent that this contract be awarded to Concord Excavating and Grading.

FACILITATE IMPLEMENTATION

Approve the Contract Award for Street Reconstruction with Water Replacement on Oakridge Drive: Glen Drive to Grovedale Avenue to Concord Excavating and Grading of Concord, Michigan at a cost of \$288,918.60 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ATTACHMENTS

- Engineering Contract Award Oakridge Constr attachments

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Concord Excavating & Grading, Inc., as Principal, hereinafter called the Principal, and Developers Surety & Indemnity Company, duly organized under the laws of the State of CA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JACKSON, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid (5 % of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **23-04B OAKRIDGE DRIVE RECONSTRUCTION FROM GLEN TO GROVEDALE**

Bid Date: November 16, 2023

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of November, A.D. 2023.

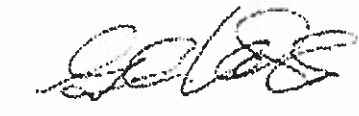

(Witness)

Concord Excavating & Grading, Inc.

(Principal)

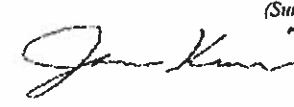

(Title)

Brandon Gloar, President


(Witness)

Developers Surety & Indemnity Company

(Surety)


(Title)

James S. Kurowski

Attorney -in-Fact



POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

James S. Kurowski and Gail A. Kurowski

, of Interlochen, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 12, 2023 and shall expire on December 31, 2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

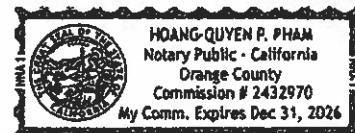
COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

DocuSigned by:

By:

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

096415E7ADE548C

DocuSign Envelope ID: 3352BFD6-5E9D-4786-837E-C1E455E6530F

Ed 0323

Signed and sealed this 16th day of November, 2023

Responsible Contractor Ordinance Response

1. Concord Excavating & Grading, Inc., P.O. Box 250, Concord, MI 49237, 517-524-8365
 - President, Brandon Gloar, gloarb7@gmail.com
 - Vice President, Ira Huff, irahuff@ymail.com
 - Secretary, Brandon Gloar, gloarb7@gmail.com
 - Treasurer, Ira Huff, irahuff@ymail.com
2. Concord Excavating & Grading, Inc. - 18 yrs
3. N/A
4. N/A
5. N/A
6. Subcontractor sheet attached.
7. Bonding letter attached
8. N/A
9. N/A
10. N/A
11. Insurance Cert attached.
12. We have 19 employees. Construction workers will not be misclassified as independent contractors.
13. We do a pre-hire drug test and random testing throughout the year. Alcohol and Substance Abuse Policy attached.
14. We agree to warranty per requirements stated in spec book.
15. All wages and fringe benefits are paid as required under applicable federal, state or local wage laws
16. We will be in compliance with Ordinance and make sure our subcontractors are as well.
17. N/A
18. Personnel qualification's attached.
19. References attached.
20. N/A
21. Agreed
22. Completed project list attached. No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.
23. N/A
24. 1.15 - Email from agent attached.

25. N/A

26. N/A

27. Currently our local workforce is 27%. If we have the need to hire, we always put an ad in the Jackson Citizen Patriot and MLive, which we hope draws attention from local residents.

28. EEO attached

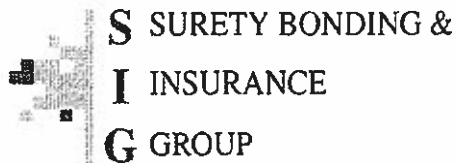
29. EEO attached

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

ASPHALT - AMERICAN ASPHALT, 302 S CHARLES, LANSING, MI 48912



5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobile: 517-256-2597
Email: sigkurowski@msn.com

November 15, 2023

To Whom It May Concern:

Re: Concord Excavating & Grading, Inc.

Our agency, along with Developers Surety & Indemnity Company (A- Excellent Rated), provides surety bonds for the captioned. Over the years, Concord Excavating & Grading, Inc. has distinguished itself as one of the premier underground contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, Concord has demonstrated an ability to successfully prosecute construction projects in the \$3,000,000 neighborhood, with backlogs approaching \$6,000,000. Subject to normal underwriting considerations, we stand prepared to support Concord along these lines.

Sincerely,

James S. Kurowski
President and Attorney in fact



**We help build
contractors**

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212)220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

James S. Kurowski and Gail A. Kurowski

, of Interlochen, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

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RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By:

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSign Envelope ID: 3352BFD8-5E9D-4796-837E-C1E455E6530F

Ed 0323

Signed and sealed this 15th day of November, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2023

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: Kathy Corden PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com													
INSURED Concord Excavating & Grading Inc. PO Box 250 Concord MI 49237		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Employers Mutual Casualty Company</td><td>NAIC # 21415</td></tr><tr><td>INSURER B: EMCASCO Insurance Co</td><td>NAIC # 21407</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Employers Mutual Casualty Company	NAIC # 21415	INSURER B: EMCASCO Insurance Co	NAIC # 21407	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Employers Mutual Casualty Company	NAIC # 21415														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL2311727389

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			BBB2158	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OPAGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			6E60530	11/2/2023	11/2/2024	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 \$ 10,000			6J60530	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6H60530	11/2/2023	11/2/2024	☒ 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
A	Installation Floater			6C60530	11/2/2023	11/2/2024	\$200,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING STATEMENT

To whom it may concern,

Concord Excavating & Grading, Inc. has 19 employees. Construction workers will not be misclassified as independent contractors.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Gloar", written over a horizontal line.

Brandon Gloar
President



Alcohol and Substance Abuse Policy

Concord Excavating and Grading, Inc. is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and /or alcohol is inconsistent with the behavior expected of employees. The use of illegal drugs and alcohol and misuse of prescribed and over the counter drugs subject's employees and the public to unacceptable safety risks that undermine the Company's ability to operate safely, effectively and efficiently.

The use, possession, distribution or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drug and alcohol) or testing positive for alcohol or any drug including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on Company premises or work sites or while operating the Company's equipment or vehicles.

Our Company participates in post-offer, random and post-accident drug and alcohol testing. If injured on the job you may be expected to participate in a drug and alcohol test immediately following the injury

A handwritten signature in black ink, appearing to read "Brandon Gloar", written over a horizontal line.

Brandon Gloar, President

PLEASE INSERT RESUMES OF ALL KEY EMPLOYEES AFTER THIS PAGE
(First time applicants or renewals adding new, key employees)

EXPERIENCE

How many years has your organization been in business as a contractor under your present business name? 18 Years

How many years experience in construction work has your organization had:

As a Prime Contractor? 18 Years

As a Sub-contractor? 18 Years

KEY EMPLOYEES

Below name persons within your organization who are key employees (Attach current resumes if necessary.) Electrical contractors please indicate your master electrician(s). Submit copies of the company's current electrical license and the master's license.

ENGINEERS – FOREMEN – SUPERINTENDENTS

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
BRANDON GLOAR	PRESIDENT	24 YRS - WATERMAIN	DIPLOMA
		SANITARY SEWER, STORM	
		SEWER, STREET CONST., LAND	
		BALANCING & DEMO	
JOHN FRANSTED	FOREMAN	38 YRS - SAME AS ABOVE	DIPLOMA
ED BRETON	FOREMAN	42 YRS - SAME AS ABOVE	DIPLOMA

OTHERS (OPERATORS, LABORERS, ETC.)

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
PLEASE SEE ATTACHED		OPERATORS, LABORS, DRIVERS	
APRIL RUSSELL	OFFICE MANAGER	30 YRS - ADMINSTRATING	ASSOCIATES
		OFFICE TASK TO INSURE A	
		SUCCESSFULL AND SMOOTH	
		RUNNING ENVIRONMENT	

Do any of the persons listed above work for any other prequalified contractor? ☐ YES ☒ NO
 If yes, please indicate the company and name of individuals: (attach additional page if necessary).

**STATEMENT OF EXPERIENCE OF BIDDER
REFERENCES**

PROJECT AND LOCATION	REFERENCES
BLACKMAN TOWNSHIP	JACK RIPSTRA - (517) 789-9898 RIPSTRA AND SCHEPPELMAN
RUGGLES & COMPTON CITY OF BRONSON	MICHAEL SCHWARTZ - (269) 372-1158 PREIN & NEWHOF
VILLAGE OF CONCORD	JASON BLOSSOM - (517) 812-7556 VILLAGE OF CONCORD
SMITH & MONROE CITY OF COLDWATER	CORY STENZEL - (517) 899-2641 FISHBECK
VARIOUS JOBS AND LOCATIONS	MATT UETRECHT - (517) 787-4200 MICHIGAN PAVING
RIVER CROSSING UNION CITY	JEFF WINGARD - (269) 373-7518 FLEIS & VANDENBRINK
VILLAGE OF BELLEVUE	MICKY BITTNER - 269-692-9338 WHIGHTMAN

BIDDERS QUALIFICATION STATEMENT

COMPLETED PROJECTS

NAME, LOCATION, AND DESCRIPTION OF PROJECT	OWNER ADDRESS & PHONE #	DESIGN ENGINEER ADDRESS & PHONE #	DATE COMPLETED	CONTRACT PRICE
RUGGLES & COMPTON STREETS BRONSON, MI SANITARY SEWER, WATERMAIN, SEWER, ROAD RECONSTRUCTION	CITY OF BRONSON 141 S MATTESON STREET BRONSON, MI 49028 517-369-7334	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/21	\$1,206,633.09
SMITH AND N MONROE RD COLDWATER, MI WATERMAIN, SANITARY SEWER, STORM SEWER, ROAD RECONSTRUCTION, SIDEWALK REPAIR	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	12/21	\$848,354.72
CONCORD WATERMAIN CONCORD, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	VILLAGE OF CONCORD P.O. BOX 306 CONCORD, MI 49237 JASON BLOSSOM 517-812-7556	RIPSTRA & SCHEPPELMAN 2535 SPRING ARBOR ROAD JACKSON, MI 49203 JACK RIPSTRA 517-789-9898	7/22	\$3,833,735.07
2 ND STREET WATERMAIN DEXTER, MI WATERMAIN, SANITARY SEWER, ROAD RECONSTRUCTION	CITY OF DEXTER 8123 MAIN STREET DEXTER, MI 734-426-8303	OHM ADVISORS 34000 PLYMOUTH ROAD LIVONIA, MI 48150 CHRIS DONAJKOWSKI 734-522-6711	7/22	\$846,223.42
MICHIGAN, WASHINGTON, AND PERKINS UTILITY AND ROAD IMPROVEMENTS	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	5/23	\$1,501,786.66
WATER SUPPLY SYSTEM IMPROVEMENTS	VILLAGE OF AUGUSTA 109 CLINTON STREET AUGUSTA, MI 49012	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/23	\$1,533,342.85
JEFFERSON AND MADDISON STREET IMPROVEMENTS	VILLAGE OF BELLEVUE 201 N MAIN STREET BELLEVUE, MI 149021	WHITMAN 1670 LINCOLN ROAD ALLEGAN, MI 49010 MIKEY BITTNER 269-692-9338	11/23	\$711,899.83

No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. SKILL ASSESSMENT

To whom it may concern,

Concord Excavating & Grading, Inc. assesses the skills and qualification of employees through previous employment references. We also do on the job training with supervision from our highest experienced employees.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Gloar".

Brandon Gloar
President

April Russell

From: Kathy Corden <kcorden@waltoninsurancegroup.com>
Sent: Thursday, November 16, 2023 8:03 AM
To: 'atrudell@frontiernet.net'
Subject: EMR's

Hi April,

Below are your EMR's:

3/28/23-24 - .76
3/28/22-23 - 1.22
3/28/21-22 - 1.48
3/28/20-21 - 1.53

If you have any questions, please let me know.

Thanks,

Kathy Corden | Commercial Account Manager



2929 Spring Arbor Road, Jackson MI 49203
Main: 517-787-2600
Desk & Fax: 517-796-6234
kcorden@waltoninsurancegroup.com

Please note that my hours are 7:30 am to 4:00 pm EST.

The information contained in this communication is highly confidential and is intended solely for the use of the individual(s) to whom this communication is directed. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information is prohibited. Please notify the sender, by electronic mail or telephone, of any unintended receipt and delete the original message without making any copies.



November 16, 2023

To Whom It May Concern:

RE: CONCORD EXCAVATING & GRADING, INC. STAFFING CERTIFICATION

To whom it may concern,

Concord Excavating & Grading, Inc. will not be using any Masters or Journeypersons on this project.

If you have any question, or need further information, please do not hesitate to call me at (517) 524-8365.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Gloar".

Brandon Gloar
President



EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

CONCORD EXCAVATING AND GRADING, INC.

It is the policy of Concord Excavating and Grading, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, gender, color, age, marital status, height, weight, misdemeanor arrest record, disability or national origin. Such action shall include: employment, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship and or on the job training.



April Russell
EEO Coordinator

November 16, 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: LRLTKPDGW1P6
if you have received it.

PROPOSAL

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

Date: 11/16/23

In compliance with your invitation for bids dated October 17, 2023 to perform 23-04B OAKRIDGE DRIVE RECONSTRUCTION FROM GLEN TO GROVEDALE

in the City of Jackson, the undersigned, a(n)

1. ~~individual, resident of~~ _____
doing business as _____
at _____
2. ~~partnership, consisting of~~ _____
and _____
under the firm name of _____
3. corporation by the name of CONCORD EXCAVATING & GRADING, INC.
organized and existing under the laws of the State of MICHIGAN
with offices at 13000 HOMER ROAD, CONCORD, MI 49237

(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within 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# 93-4154066

(Corporate Seal, if applicable) Name of Bidder: CONCORD EXCAVATING & GRADING, INC.

Signed By: BRANDON GLOAR

Its: PRESIDENT

CRITERIA 3:

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

N/A

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

N/A

CRITERIA 4:

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

N/A

CRITERIA 5:

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

N/A

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).



NONE

CRITERIA 9:

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



NONE

CRITERIA 10:

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



NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:

WALTON INSURANCE GROUP

Type of Coverage:

GENERAL, AUTOMOBILE, UMBRELLA AND WORKERS COMP

Telephone:

517-787-2600

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.



Yes, we have a Fitness for Duty Program



No, we do not have a Fitness for Duty Program

Additional Information:

ATTACHED

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CONCORD EXCAVATING & GRADING, INC. AGREE TO WARRANTY PER REQUIREMENTS STATED IN SPEC BOOK

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CONCORD EXCAVATING & GRADING, INC. AFFIRMS ALL WAGES AND FRINGE BENEFITS ARE PAID AS REQUIRED UNDER APPLICABLE 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.

CONCORD EXCAVATING & GRADING, INC. WILL BE IN COMPLIANCE WITH ORDINANCE AND MAKE SURE OUR SUBCONTRACTORS ARE AS WELL

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

N/A

CRITERIA 18:

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

PERSONNEL QUALIFICATIONS ATTACHED

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CONCORD EXCAVATING & GRADING, INC. AGREES THAT ALL CONSTRUCTION WORK FOR THIS PROJECT MUST PROCEED ECONOMICALLY, EFFICIENTLY, CONTINUOUSLY AND WITHOUT INTERRUPTION

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

N/A

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐

Yes

☒

No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐

Yes

☒

No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, 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.

CONCORD EXCAVATING & GRADING, INC. CURRENT LOCAL WORKFORCE IS 27%. IF WE HAVE THE NEED TO HIRE, WE ALWAYS PUT AN AD IN THE JACKSON CITIZEN PATRIOT AND LIVE, WHICH WE HOPE DRAWS ATTENTION FROM LOCAL RESIDENTS

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

EEO ATTACHED

Print Firm Name/Principal

CONCORD EXCAVATING & GRADING, INC., BRANDON GLOAR

Signature/Principal



, PRESIDENT

Date

11-16-23

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: November 16, 2023

In compliance with your invitation for bids dated **October 17, 2023** to perform **23-04B OAKRIDGE DRIVE RECONSTRUCTION FROM GLEN TO GROVEDALE**

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: Jacob W. Bailey

Signed By: _____

Its: Vice President/Manager/Estimator

BID SHEET

DATE:

PROPOSAL FOR: 23-04B OAKRIDGE DRIVE RECONSTRUCTION FROM GLEN TO GROVEDALE

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date

SCHEDULE OF BID PRICES	
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.	

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
001	1100001	Mobilization, Max 10%	LSUM	1.00	\$20,000.00	\$20,000.00
002	2030011	Dr Structure, Rem	Ea	1.00	\$500.00	\$500.00
003	2030015	Sewer, Rem, Less than 24 inch	Ft	134.00	\$31.10	\$4,167.40
004	2040020	Curb and Gutter, Rem	Ft	24.00	\$9.14	\$219.36

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
005	2040055	Sidewalk, Rem	Syd	5.00	\$8.40	\$42.00
006	2040060	Structures, Rem (Retaining Wall)	LSUM	1.00	\$750.00	\$750.00
007	2040080	Exploratory Investigation, Vertical	Ft	14.00	\$125.00	\$1,750.00
008	2047001	Pavt, Sawcut	Ft	42.00	\$5.22	\$219.24
009	2047011	Driveway, Rem	Syd	3.00	\$9.66	\$28.98
010	2047011	Pavt, Rem, Modified	Syd	10.00	\$10.00	\$100.00
011	2050018	Excavation, Rock	Cyd	4.00	\$100.00	\$400.00
012	2057002	Roadway Grading, Special	Sta	5.00	\$3,925.00	\$19,625.00
013	2057021	Flowable Fill, Non- Structual	Cyd	3.00	\$200.00	\$600.00
014	2057021	Subgrade Undercutting, 1 x 3	Cyd	68.00	\$60.00	\$4,080.00
015	2080016	Erosion Control, Gravel Access Approach	Ea	2.00	\$1,500.00	\$3,000.00
016	2087050	Erosion Control, Inlet Protection, Fabric Drop	Ea	5.00	\$95.00	\$475.00
017	2090001	Project Cleanup	LSUM	1.00	\$4,500.00	\$4,500.00
018	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	1,016.00	\$15.09	\$15,331.44
019	4021260	Trench Undercut and Backfill	Cyd	4.00	\$35.00	\$140.00
020	5010025	Hand Patching	Ton	5.00	\$500.00	\$2,500.00
021	5017011	HMA Surface, Rem, Modified	Syd	1,008.00	\$8.23	\$8,295.84
022	5017031	HMA, 13A	Ton	204.00	\$166.73	\$34,012.92
023	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	10.00	\$180.00	\$1,800.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
024	8020038	Curb and Gutter, Conc, Det F4	Ft	24.00	\$105.60	\$2,534.40
025	8027001	Driveway Opening, Conc, Det L	Ft	20.00	\$54.00	\$1,080.00
026	8030044	Sidewalk, Conc, 4 inch	Sft	20.00	\$24.00	\$480.00
027	8030046	Sidewalk, Conc, 6 inch	Sft	37.00	\$36.00	\$1,332.00
028	8070095	Post, Mailbox	Ea	1.00	\$125.00	\$125.00
029	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	2.00	\$117.66	\$235.32
030	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	2.00	\$4.44	\$8.88
031	8120170	Minor Traf Devices	LSUM	1.00	\$5,000.00	\$5,000.00
032	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	36.00	\$6.18	\$222.48
033	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	36.00	\$0.33	\$11.88
034	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	\$6.30	\$113.40
035	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	\$0.33	\$5.94
036	8120370	Traf Regulator Control	LSUM	1.00	\$1,500.00	\$1,500.00
037	8167011	Turf Establishment, Performance	Syd	25.00	\$7.20	\$180.00
038	8230091	Hydrant, Rem	Ea	1.00	\$750.00	\$750.00
039	8230391	Gate Box, Adj, Temp, Case 1	Ea	1.00	\$425.00	\$425.00
040	8237001	Hydrant Extension	Ft	1.00	\$450.00	\$450.00
041	8237001	Tracer Wire, Modified	Ft	428.00	\$1.50	\$642.00
042	8237001	Water Main Backfill, Class II	Ft	420.00	\$39.64	\$16,648.80

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
043	8237001	Water Main, 8 inch	Ft	420.00	\$124.06	\$52,105.20
044	8237001	Water Main, Rem	Ft	230.00	\$40.11	\$9,225.30
045	8237050	Gate Box, Adj, Case 1, Modified	Ea	1.00	\$625.00	\$625.00
046	8237050	Hydrant Assembly	Ea	1.00	\$6,532.00	\$6,532.00
047	8237050	Sewer Lateral Repair	Ea	1.00	\$575.00	\$575.00
048	8237050	Tracer Wire Grounding Rod	Ea	3.00	\$125.00	\$375.00
049	8237050	Water Main Cut and Plug, 6 inch	Ea	2.00	\$700.00	\$1,400.00
050	8237050	Water Main, Connect New 8 inch to Existing 8 inch	Ea	2.00	\$5,000.00	\$10,000.00
051	8237050	Water Serv, 1 inch	Ea	1.00	\$3,050.00	\$3,050.00
052	8237050	Water Serv, 1-1/2 inch	Ea	1.00	\$3,200.00	\$3,200.00
053	8237050	Water Serv, Long, 1 inch	Ea	4.00	\$3,900.00	\$15,600.00
054	8257001	Sanitary Sewer Backfill, Class II	Ft	135.00	\$88.51	\$11,948.85
055	8257001	Sanitary Sewer, SDR 26 PVC, 8 inch	Ft	135.00	\$98.49	\$13,296.15
056	8257001	Sanitary Sewer, Service Connection beyond 10 feet	Ft	30.00	\$91.06	\$2,731.80
057	8257050	Sanitary Manhole, 48 inch dia	Ea	2.00	\$4,034.00	\$8,068.00
058	8257050	Sanitary Sewer Service Connection with 8 inch by 6 inch Wye	Ea	2.00	\$1,460.00	\$2,920.00
059	8267030	Water Main Fittings, DI	Lb	250.00	\$5.00	\$1,250.00
TOTAL					\$297,184.58	
TOTAL BID WRITTEN OUT: Two Hundred Ninety Seven Thousand One Hundred Eighty Four Dollars and Fifty Eight Cents						

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Submitted Bid:		\$297,184.58				
Labor Costs:		\$104,014.60				
Materials Costs:		\$127,099.07				
Equipment Costs:		\$89,155.37				
Possible Change Orders:		No fore seen change orders at this time *Subcontractors cost not in breakdown				
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:		jacobbailey@bailey-excavating.com rhondablair@bailey-excavating.com				
Federal ID Number:		38-2009278				
Bid Signed By:		Jacob W. Bailey			Print or Type	
Title:		VP/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  _____ Its VP/Manager/Estimator

CONTRACT COMPLIANCE

DATE: October 17, 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

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

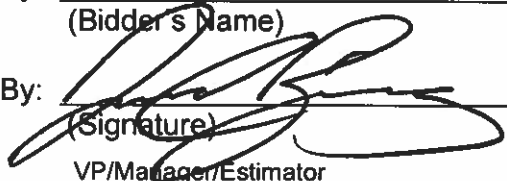
In connection with this commitment Jacob W. Bailey understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: November 16, 2023

By: Jacob W. Bailey

(Bidder's Name)

By: 

(Signature)

VP/Manager/Estimator

By: _____

(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:

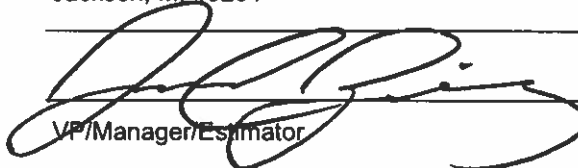
Jacob W. Bailey-Bailey Excavating, Inc.

ADDRESS:

1073 Toro Drive

Jackson, MI 49201

SIGNED BY:



TITLE:

VP/Manager/Estimator

DATE:

November 16, 2023

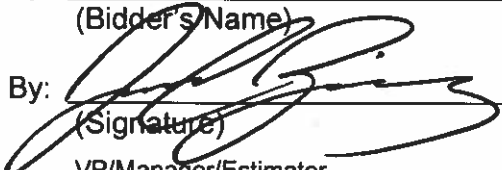
CERTIFICATION OF NONSEGREGATED FACILITIES

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: November 16, 2023

By: Jacob W Bailey

(Bidder's Name)

By: 

(Signature)

By: VP/Manager/Estimator

(Title)

1073 Toro Drive

Address

Jackson

City

Michigan 49201

State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
) ss
COUNTY OF Jackson)

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

1. He is Jacob W. Bailey 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: November 16, 2023 By: Bailey Excavating, Inc.
(Company)

By: _____ VP/Manager/Esq
(Title)

Subscribed and sworn to before me, a Notary Public, this 16th day of November,
2023.

Rhonda L. Blair

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

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

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

T&D Concrete

Concrete Items

DBE**

Spartan Barricade

Barricades & Signage

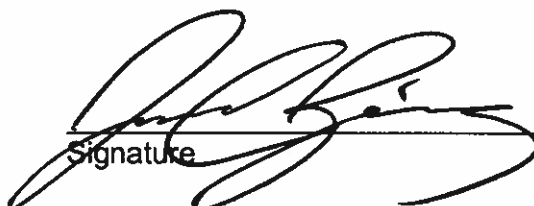
RIGHT TO KNOW CONTRACTOR RELEASE FORM

I, Jacob W. Bailey an authorized representative of Bailey Excavating, Inc.
am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated November 16, 2023


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

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

Contract or matter pending with the City:

I, Jacob W. Bailey, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative¹ or immediate family member² 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:

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)


Signature

The foregoing instrument was acknowledged before me this 16th day of November, 2023,
By 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.

Jacob W. Bailey-VP/Manager/Estimator

Name and Title of Authorized Representative

Bailey Excavating, Inc.

Name of Participant Agency or Firm

Signature of Authorized Representative

11/16/2023

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

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- 23-04B Oakridge Drive Reconstruction from Glen to Grovedale / Grading & HMA Paving, Watermain & Sanitary, Curb & *(Name, location or address, and Project number, if any)*

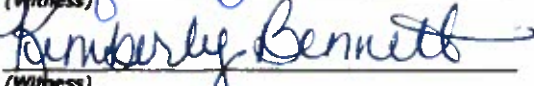
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 16th day of November

, 2023


(Witness)

(Witness) Kim Bennett

Bailey Excavating, Inc.
(Principal)  (Seal)
(Title)
Travelers Casualty and Surety Company of America
(Surety)  (Seal)
(Title) Ian T Foster, Attorney-in-Fact

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081110

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 **IAN 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.

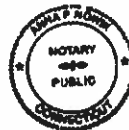
By: _____

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 **16th** day of **November, 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.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Bailey Excavating, Inc.
2. Established: Year 1973 Number of Employees 45
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

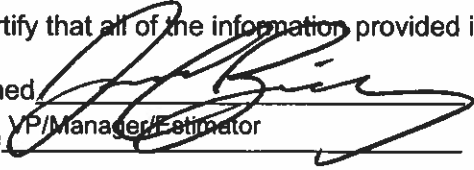
-
5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: City of Jackson
Address: 161 W. Michigan Ave-Jackson, MI 49201
Phone: 517-768-6075
Contact: Troy White
Type of Work: Street Construction & Utilities
Budget: \$1,801,148.56

5.2 Company Name: City of Ann Arbor
Address: 301 E. Huron-Ann Arbor, MI 48104
Phone: 734-794-6410
Contact: Theresa Bridges
Type of Work: Street Reconstruction & Utilities
Budget: \$1,301,886.15

5.3 Company Name: City of Ann Arbor
Address: 301 E. Huron-Ann Arbor, MI 48104
Phone: 734-794-6410
Contact: Tracy Anderson
Type of Work: Street Construction & Utilities
Budget: \$1,363,191.97

I certify that all of the information provided is true and answered to the best of my ability.

Signed:  Name Jacob W. Bailey
Title VP/Manager/Estimator Date November 16, 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:	Bailey Excavating, Inc.
ADDRESS:	1073 Toro Drive
CITY, STATE, ZIP:	Jackson, MI 49201
TELEPHONE:	517-750-3030
OFFICERS:	
President: John W. Bailey	Email Address: jbailey@bailey-excavating.com
Vice President: Mark Magner-Jacob Bailey	Email Address: markmagner@bailey-excavating.com
Secretary: Jacob W. Bailey	Email Address: jacobbailey@bailey-excavating.com
Treasurer: Jordan W. Bailey	Email Address: jordanbailey@bailey-excavating.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
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, Michigan Laborers-JAC #MI007970001, MDOT OJT, Asbestos Training, Hazmat Training, First Aide Training

CRITERIA 4:

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

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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



LIESL EICHLER CLARK
DIRECTOR

February 19, 2019

Mark E. Magner
1446 Ambs Drive
Jackson, MI 49201

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

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

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

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY	
This is to certify that	
Mark E. Magner	
is qualified under the rules governing certification to operate any facility listed under the classification	
STORM WATER MANAGEMENT – CONSTRUCTION SITE	
A-1j	
CERTIFICATE NO. C- <u>09894</u>	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)	

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL REPORT
for

BAILEY EXCAVATING, INC.

ID Number: 800131710

received by electronic transmission on January 30, 2023 ***, is hereby endorsed.***

Filed on January 30, 2023 ***, 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 30th day of January, 2023.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



CITY OF ANN ARBOR

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

SEWER INSTALLER CONTRACTOR CONT-191167

ISSUE: 1/15/2019

EXPIRE: 03/31/2023

CONTRACTOR INFORMATION

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

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

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

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

Glen Dempsey
Building Official

Jackson County Health Department

Sewage System Installer License

Bailey Excavating

License #344

Valid for Calendar Year
2023



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 16, 2022

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.



April 15, 2004
Course Date

Mark A. Halloway
Mark A. Halloway, OHST

CERTIFICATE

Of

COMPLETION



Mark Wagner

is recognized for their successful completion of

MISS DIG 811 Certification



PRESENTED BY:

Gwen Knowles
Gwen Knowles, Education and Training Manager

ON THIS DAY:

September 7, 2017

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

TYLER A DARNELL

for successful completion of

Hazardous Materials Technician

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



Date

APRIL 2019

Course Hours

40 HR HAZWOPER

Location

ANN ARBOR
MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19361
Certificate Number
Hazmat Responder Network

HAZMAT RESPONDER NETWORK

Certificate Of Completion

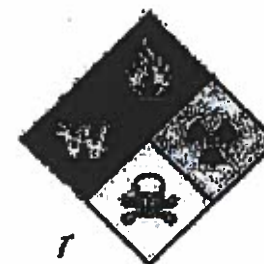
Awarded to

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
APRIL 2019

Course Hours
40 HR HAZWOPER

Location
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 (g)*



Date	Course Name	Location
APRIL 2019	29 HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beatty
Course Director
Hazardous Waste Network

SEN 19129
Certificate Number
Hazardous Waste Network



Steve Bliss

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

Card is valid if more than one box is checked. Check boxes reflect CPR AED options.

ADULT FIRST AID | CPR AED



Fred Carpenter

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

Card is valid if more than one box is checked. Check boxes reflect CPR AED options.

ADULT FIRST AID | CPR AED



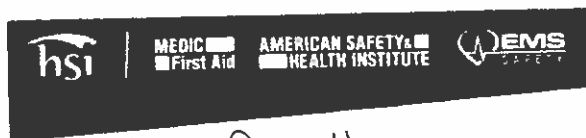
Mike CRABTREE

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

Card is valid if more than one box is checked. Check boxes reflect CPR AED options.

ADULT FIRST AID | CPR AED



Tyler Daihell

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

Card is valid if more than one box is checked. Check boxes reflect CPR AED options.

ADULT FIRST AID | CPR AED

Dean Fuerst

Authorized Instructor (Print Name)

1014719

Registry No

05/12/23

Class Completion Date

248-926-8660

Training Center Phone No

05/12/25

Expiration Date

QUA 483

Training Center ID

This Adult First Aid | CPR AED training program conforms with the 2020 American Heart Association (AHA) Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care and the 2020 AHA and American Red Cross Focused Update for First Aid. This training program was not designed to meet pediatric first aid training requirements and should not be used for that purpose.

Expiration date may not exceed two years from month of class completion.

Dean Fuerst

Authorized Instructor (Print Name)

1014719

Registry No

05/12/23

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Expiration date may not exceed two years from month of class completion.



William Davis

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
(Card is valid if more than one box is checked. Check boxes reflect CPR AED options.)

ADULT FIRST AID | CPR AED



Venquier R Jorge

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
(Card is valid if more than one box is checked. Check boxes reflect CPR AED options.)

ADULT FIRST AID | CPR AED



Joseph Kemplin

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
(Card is valid if more than one box is checked. Check boxes reflect CPR AED options.)

ADULT FIRST AID | CPR AED



Steve Logan

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
(Card is valid if more than one box is checked. Check boxes reflect CPR AED options.)

ADULT FIRST AID | CPR AED

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Expiration date may not exceed two years from month of class completion.



Raymond Parkhurst

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is valid if more than one box is checked. Check boxes reflect CPR AED options

ADULT FIRST AID | CPR AED

Dean Fuerst

Authorized instructor (Print Name)

1014719

Registry No

05/12/23

05/12/25

Class Completion Date

Expiration Date

248-926-8660

QUA 483

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Expiration date may not exceed two years from month of class completion.



Conner Peters

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is valid if more than one box is checked. Check boxes reflect CPR AED options

ADULT FIRST AID | CPR AED

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05/12/23

05/12/25

Class Completion Date

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Expiration date may not exceed two years from month of class completion.



Math Sherman

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is valid if more than one box is checked. Check boxes reflect CPR AED options

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05/12/23

05/12/25

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Expiration date may not exceed two years from month of class completion.



CHAD WRIGHT

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

☒ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT
Card is valid if more than one box is checked. Check boxes reflect CPR AED options

ADULT FIRST AID | CPR AED

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05/12/23

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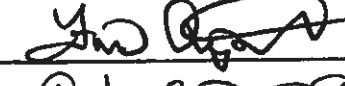
Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

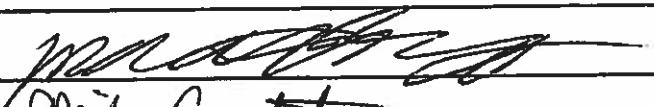
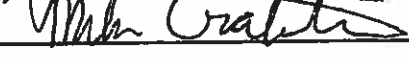
Employee Name

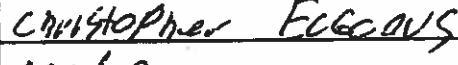
Aper - Jason
Bliss - Steve
Blodgett - Blake
Carpenter - Fred
Carpenter II - Fred
Connelly - Dylan
Consley - Patrick
Crabtree - Mike
Darnell - Tyler
Davis - Billy
Double - Laurie
Eubanks - Chris
Havens - Mike
Hawley - Kamerin
Hunt - Brady
Irish - Joe
Irving - Mark
Jorge - Yenquier
Kemplin - Joey
Ley - Bob
Logan - Steve
McArthur - Elijah
Mena - Juan
Merritt - Todd
Nevins - Tim

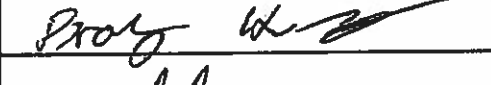
Signature

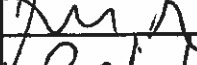


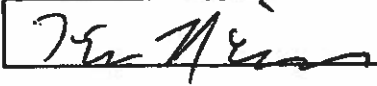











Bailey Excavating, Inc. Start Up Sign-In
February 17th, 2023

Pancake - Sam
Pankhurst - Ray
Parker - Pat
Peters - Conner
Reams - Heath
Rowland - Tom
Sherman - Matt
Swartz - Kirk
Wright - Chad

SAM Pancake
Ray Pankhurst
Pat Parker
Conner Peters
Heath Reams
Tom Rowland
Matt Sherman
Kirk Swartz
Chad Wright

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☐ NONE

See Attached-Dismissed from complaint

CRITERIA 9:

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

☐ NONE

See Attached



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

November 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

MURRAY D. VANWAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909
www.michigan.gov • (517) 373-2090

LH-LAN-0(01/11)



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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

Report Period 8/7/2018 - 11/4/2019		CPE Number 8	Contractor.. Bailey Excavating, Inc.	
CPE Date 12/11/2019	Report Type Final		Contractor Type Prime	Subcontract Amount
Form Version 082307	Route	District 06022	Business Enterprise Type	
Location 4th Street from Audubon Boulevard to Horton Road.			Work Type	
Evaluator JPN, Jim P Neill (MSG)		Current Contract Amount \$1,324,789.64	Managing Office The Mannik & Smith Group, Inc.	
Entered By CEB, Carrie E Baker			Revised By	Revision Date Rev. No.
County(s) 08				
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	

Contract: 38000-130214

CPE Number: 8

CPE Form Version: 082307

Page 1 of 3



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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	



Michigan Department of Transportation

Contractor's Performance Evaluation

12/11/2019 10:05 AM

FieldManager 5.3c

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

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	10	

Jim Neill

Digitally signed by Jim Neill
Date: 2019.12.13 09:30:14 -05'00'

Evaluator	(Date)
Steven L. Bouws	
Digitally signed by Steven L. Bouws Date: 2019.12.23 16:40:53 -05'00'	
Construction/Project Engineer	(Date)
Kelby Wallace PE	
TSC Manager: Kelby Wallace - Jackson TSC	(Date)



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

No. 6

11/16/2023

Re: 23-04B Oakridge Drive Reconstruction from Glen to Grovedale

Proposed Subcontractors:

Concrete: T&D Concrete DBE*

Barricades/Signs: Spartan Barricading & Traffic

An Equal Opportunity Employer

7.



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,

A handwritten signature in black ink that reads "Ian Foster". The signature is written in a cursive, flowing style.

Ian Foster
Vice President



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

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

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 undertaking 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

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.

8.

LAW OFFICES

ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK PLC

406 SOUTH JACKSON STREET
POST OFFICE BOX 450

JACKSON, MICHIGAN 49204-0450

TELEPHONE (517) 787-8870

FAX (517) 787-8871

WILLIAM M. ABBOTT
KEVIN M. THOMSON
CLYDE W. MAULDIN
KURT J. PARKER
BRENDON R. BEER
STEVEN S. RICK
RICHARD C. LINDSEY, JR.

STEPHANIE S. SCHENKEL
PARALEGAL

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 DISTRICT 21 JUN 29 PM 1:04

Yolanda M. Bennett (P69219)
Mark Matus (P36659)
Attorneys for Plaintiff
1201 S. Washington Avenue
P.O. Box 13007
Lansing, Michigan 48910-1650
(517) 702-7056
Yolanda.bennett@lbwl.com

William D. Tomblin (P40540)
William D. Tomblin & Associates
Co-Counsel for Defendant Land One, LLC
P.O. Box 4783
East Lansing, Michigan 48826
(517) 349-8000
wtdtomblaw@aol.com

Kurt J. Parker (P38259)
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & RICK, PLC
Attorney for Defendant Bailey Excavating, Inc.
405 S. Jackson Street, P.O. Box 450
Jackson, Michigan 49204-0450
(517) 787-8570
kparker@atbplclaw.com

Kurt Hatfield (P51927)
Kurt Hatfield, Attorney at Law, PLC
Co-Counsel for Defendant Land One, LLC
360 E. Allegan Street, Suite C
Otsego, Michigan 49078
(269) 355-6054
kurthatfield@gmail.com

**ORDER GRANTING MOTION FOR SUMMARY DISPOSITION
AS TO BAILEY EXCAVATING, INC.**

At a session of said Court, held in the Ingham
County Courthouse, in the City of Mason,
Michigan, on July 12, 2021.

PRESENT: Honorable Donald L. Allen, Jr., District Court Judge

This matter having come before this Honorable Court on Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition; the Court having considered same; oral arguments having been heard by the Court; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition is hereby GRANTED.

IT IS FURTHER ORDERED that this matter shall be and is hereby dismissed as to Bailey Excavating, Inc., with prejudice.



Hon. Donald L. Allen, Jr.
District Court Judge



Occupational Safety and Health Administration

[OSHA](#) [STANDARDS](#) [ENFORCEMENT](#) [TOPICS](#) [HELP AND RESOURCES](#) [NEWS](#)

Q SEARCH OSHA

Establishment Search Results

Establishment	Inspection Date Range	OSHA Office	Site Zip Code	State
Bailey Excavating	04/28/2018 to 04/28/2023	MI	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



Occupational Safety and Health
Administration
200 Constitution Avenue, NW
Washington, DC 20210
☎ 202-219-6742 (OSHA-111)
[www.OSHA.gov](#)

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery
Assistance
Disaster Recovery Assistance
Disaster Assistance
USA.gov
Major Federal Parks

OCCUPATIONAL SAFETY AND HEALTH

Propaganda Against Education
A-Z Index
Elimination of Involuntary Act
Goodbye OSHA News & For
Thank you to the OSHA Twitter
OSHA Publications
OSHA Open Letter Comment

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plugins Used by OSH
Access Policy Statement

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
10/25/2019	NO

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
10/25/2019	NO

Authorized Signature

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Page 5 of 6

MIOSHA-2 (Rev. 01/15)

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

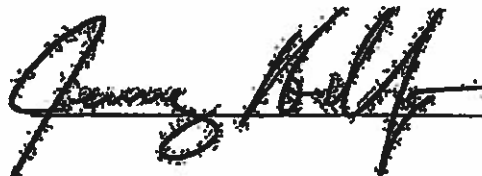
Type of Violation: Other-than-Serious

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.

x John Bailey 9-9-21



Authorized Signature

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Page 5 of 6

MIOFRA-2 (Rev. 09/19)

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)

05/24/2023

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 Barker Weber Insurance Agency, Inc 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Eric Jenks PHONE (A/C, No, Ext): 517-783-2608 E-MAIL ADDRESS: Eric@barkerweber.com FAX (A/C, No): 517-783-4674																					
INSURED Bailey Excavating, Inc 1073 Toro Dr. Jackson, MI 49201	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER B:</td><td>Accident Fund Insurance Company</td><td>10166</td></tr><tr><td>INSURER C:</td><td>Admiral Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Automobile Mutual Insurance Company	25135	INSURER B:	Accident Fund Insurance Company	10166	INSURER C:	Admiral Insurance Company		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	State Automobile Mutual Insurance Company	25135																				
INSURER B:	Accident Fund Insurance Company	10166																				
INSURER C:	Admiral Insurance Company																					
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 SUBR INSD 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	06/01/2023	06/01/2024	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 - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ AUTOS ONLY	Y Y	10081708CA	06/01/2023	06/01/2024	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	06/01/2023	06/01/2024	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	100033480	06/01/2023	06/01/2024	☒ 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
A	Contractors Equipment		PBP2728202	06/01/2023	06/01/2024	Policy Limit - \$58,928.8 Deductible \$2.50
C	Pollution Liability		FEIECC2687001	11/25/2022	11/25/2023	Each Occurrence \$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)

Project: 23-03 HMA Patching

City of Jackson, its officers, employees, agents, and representatives are included as additional insured as respects to General Liability. Additional insured status is provided to the City of Jackson as respects Pollution liability. County of Jackson is named as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Jackson
161 W Michigan Ave
Jackson, MI 49201

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 - ENG22-01 West Avenue Water Main Replacement - 23-03 HMA Patching
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.

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
	- 23-03 HMA Patching
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.

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.

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.

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.

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.

SA1008 (03/03) Page 1 of 1

***SA1008-200303

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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 subcontractors
will not be misclassified as independent contractors in violation of
any state or federal law.**

 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 • 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. 5/23

EMPLOYERS MONTHLY
FRINGE BENEFIT
REPORT

NAME OF COMPANY

BAILEY EXCAVATING, INC.

ADDRESS

1073 TORO DR.

CITY AND STATE

JACKSON, MI 49201

CONTRACTOR CODE NUMBER

013075

TELEPHONE

517-750-3030

SPECIAL AGMT / JOB SITE (IF APPLICABLE)

☐ NMA

☐ GPPMA

WORK MONTH (MONTH/YEAR)

10 / 23

EMPLOYER IDENTIFICATION NUMBER (EIN)

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	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.19	-----	\$1.10
	AX Small equipment addendum	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
B	B MUCG Underground Agreement	9-1-22	\$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	9-1-22	\$6.50	\$4.00	-----	15%	-----	\$0.50	\$0.05	\$0.03	-----	\$0.06	\$1.00
C	C AGC - Outstate Addendum	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.16	-----	\$1.00
	CX Small equipent addendum	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
D	D Distribution and Communications	5-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.05	\$0.14	-----	\$1.00
	DX Cable-Com-Utility Engineer	5-1-23	\$6.50	\$3.00	-----	15%	-----	\$0.25	\$0.10	\$0.05	-----	-----	\$1.00
E	E AGC - Upper Peninsula	5-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	-----	-----	\$0.75
	EX Class E Operator	5-1-23	\$6.65	\$4.00	\$0.10	15%	-----	\$0.90	\$0.10	\$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	H Highway, Bridge & Airport Agmt.	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.03	\$0.16	\$0.10	\$1.00
	HX Class V Operator	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$0.03	-----	\$0.10	\$1.00
H U.P.	HU Highway, Bridge & Airport Agmt.	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.08	\$0.16	\$0.05	\$1.00
	HUX Class V Operator	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$0.08	-----	\$0.05	\$1.00
J	J Great Lakes Fab & Erector Assn	6-1-23	\$8.55	\$13.95	\$0.45	15%	\$0.05	\$1.20	\$0.10	\$0.36	\$0.19	-----	\$1.00
	JX Oiler-Ground Man etc.	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.65	\$0.10	\$0.36	\$0.14	-----	\$1.00
K	K Floating - Grt. Lakes & Marine	6-1-23	\$8.55	\$13.95	\$0.45	\$7.27	\$0.05	\$1.20	\$0.10	-----	\$0.25	-----	\$1.00
	-												
O	O Owner - Operator	6-1-23	\$8.55	\$13.95	\$0.45	-----	-----	\$1.20	\$0.10	-----	\$0.19	-----	\$1.10
	-												
S	S Shop Agreement												
	-												
U	U CAM - S E Michigan	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.19	-----	\$1.10
	UX Small equipment addendum	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$0.15	\$0.14	-----	\$1.00
V	V CAM - Outstate Addendum	6-1-23	\$8.55	\$13.95	\$0.45	15%	-----	\$1.20	\$0.10	\$0.15	\$0.16	-----	\$1.00
	VX Small equipment addendum	6-1-23	\$6.65	\$4.00	-----	15%	-----	\$0.70	\$0.10	\$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:	Omit ↓	REMITTANCE	CONTRIBUTION RATES	MULTIPLIER		PAID HOURS	AMOUNT	ADJUSTMENTS	TOTAL
		FRINGE BENEFIT FUND	F. Mark X Above	(TOTAL HRS/WGS From Reverse Side)					
Operating Engineers Local 324 Fringe Benefit Funds 550 Hufel 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!!		HEALTH CARE	\$ 8.55	x	3,031.75		\$ 25,921.46	\$	\$ 25,921.46
		PENSION	\$ 13.95	x	3,031.75		\$ 42,292.91	\$	\$ 42,292.91
		RETIREE BENEFIT	\$ 0.45	x	3,031.75		\$ 1,364.29	\$	\$ 1,364.29
		VACATION	15.00%	x	115,286.96	BASE WAGES	\$ 17,293.04	\$	\$ 17,293.04
		SUPPLEMENTAL VACATION	\$ 0.05	x	3,031.75	PAID HOURS	\$ 151.59	\$	\$ 151.59
		APPRENTICE & TRAINING	\$ 1.20	x	3,031.75	PAID HOURS	\$ 3,638.10	\$	\$ 3,638.10
		IUOE NTF	\$ 0.10	x	3,031.75	PAID HOURS	\$ 303.18	\$	\$ 303.18
		ADVANCEMENT OR PROMOTION	\$ 0.03	x	3,031.75	PAID HOURS	\$ 90.95	\$	\$ 90.95
		324 LABOR MGMT EDUCATION COMM	\$ 0.16	x	3,031.75	PAID HOURS	\$ 485.08	\$	\$ 485.08
		INDUSTRY LABOR MANAGEMENT FUND	\$ 0.10	x	3,031.75	PAID HOURS	\$ 303.18	\$	\$ 303.18
Rev 5-12-2023 (interactive)		DEFINED CONTRIBUTION PLAN	\$ 1.00	x	3,031.75	PAID HOURS	\$ 3,031.75	\$	\$ 3,031.75

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

FORM 3028 REV. 5/23
EMPLOYEE DETAIL REPORT
FOR
EMPLOYERS' MONTHLY
FRINGE BENEFIT REPORT

CONTRACTOR'S NAME	CONTRACTOR NUMBER	WORK MONTH	NUMBER OF PAGES THIS REPORT
BAILEY EXCAVATING, INC.	013075	10/23	2

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 E. 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 assessed 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 of 130 hours per month.

* NOTICE

For Fringe Benefit Contribution purposes, an overtime hour should be contributed on as one hour. This does not pertain to the Vacation and Holiday Fund.

****IMPORTANT****

You may request "Inactive Status" by marking the box in the upper corner of the reverse side of this form. You will be contacted by a Fund Coordinator for further instructions. You will automatically become active once you start submitting Fringe Contributions again.

If you have an anticipated date of return for seasonal work, please indicate:

Mo: _____ Year: _____

By filing this report, the above named Employer certifies the accuracy of information on the report and agrees to be bound by all the terms of payment to the foregoing named Funds as set forth in the current applicable Collective Bargaining Agreements between Operating Engineers Local 324 and the Employer or Employer Associations, and to all the terms of the Trust Agreements of these Funds.

Employer or Authorized Agent

Title

MICHIGAN LABORERS' FRINGE BENEFIT FUNDS CONTRIBUTION REPORT

		HOURS	x	RATE	= CONTRIBUTION	+/- ADJUSTMENT	=	TOTAL	
EMPLOYER I.D. NUMBER 00-0034800 191	TELEPHONE NUMBER 517-750-3030	HEALTH CARE							
		1,077.00	x	\$ 6.00	=	6,462.00	+/-	=	6,462.00
REPORT FOR THE WORK MONTH OF Oct-23	AREA (SEE REVERSE SIDE) Acct # 01980	VACATION SEE LOCAL AGREEMENT							
		1,122.38	x	\$ 4.65	=	5,219.07	+/-	0.06 =	5,219.13
JOB SITE(CTY) OR UNION LOCAL NO. Local 499 - Zone 1 AA	TOTAL HOURS WKD (ALL PAGES) 1077	PENSION							
		1,077.00	x	\$ 7.00	=	7,539.00	+/-	=	7,539.00
		TRNG-APPR							
		1,077.00	x	\$ 0.45	=	484.65	+/-	=	484.65
		LABOR MGMT							
		1,077.00	x	\$ 0.35	=	376.95	+/-	=	376.95
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		INDUSTRY							
		1,077.00	x	\$ 0.12	=	129.24	+/-	=	129.24
		ANNUITY							
		1,077.00	x	\$ 1.00	=	1,077.00	+/-	=	1,077.00
NAME AND ADDRESS OF EMPLOYER BAILEY EXCAVATING, INC 1073 TORO DRIVE JACKSON, MI 49201									
		EFFECTIVE 6/1/23							
		Section	H0						
				21,287.91	0.06		\$21,287.97		
		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		SOCIAL SECURITY NUMBER	HOURS		VACATION AMOUNT	GROSS WAGES
LAST	INT		WORKED	PAID		
BLODGETT	B D		167.5	178	\$ 827.71	\$ 4,960.97
DOUBLE	L A		177.5	189.63	\$ 881.76	\$ 5,591.37
EUBANKS	C		14.5	14.5	\$ 67.43	\$ 404.11
HAWLEY	T L		135.5	137	\$ 637.06	\$ 3,818.22
KERR	J M		6.5	6.5	\$ 30.23	\$ 191.56
MENA	J R		145	146.5	\$ 681.23	\$ 4,170.88
NEVINS	T C		155	156.5	\$ 727.74	\$ 4,455.59
OLMSTEAD	G S					
PANCAKE	S W		6.5	6.5	\$ 30.23	\$ 181.15
RUHL	T		7.5	7.5	\$ 34.88	\$ 209.03
SHEPHERD	W S		142	153.5	\$ 713.78	\$ 4,370.27
SLOAN	T L		113	119.75	\$ 556.85	\$ 3,409.36
VANHORN SR.	V C		6.5	6.5	\$ 30.23	\$ 181.15
TOTAL THIS PAGE			1077	1122.38	\$ 5,219.13	\$ 31,943.66

TYPE OF WORK OR AREA OF CONSTRUCTION

MICHIGAN LABORERS' FRINGE BENEFIT FUNDS CONTRIBUTION REPORT

EMPLOYER I.D. NUMBER		TELEPHONE NUMBER	HOURS	x	RATE	= CONTRIBUTION	+/- ADJUSTMENT	=	TOTAL
00-0034800 191		517-750-3030	HEALTH CARE						
REPORT FOR THE WORK MONTH OF		AREA (SEE REVERSE SIDE)	1,062.25	x	\$ 6.00	=	6,373.50	+/-	= 6,373.50
Oct-23		Acct # 01981	VACATION SEE LOCAL AGREEMENT						
JOB SITE (CTY) OR UNION LOCAL NO.		TOTAL HOURS WKD (ALL PAGES)	1,158.00	x	\$ 4.40	=	5,095.20	+/-	= 5,095.20
Local 499 - Zone 2 Jxn		1062.25	PENSION						
			1,062.25	x	\$ 7.00	=	7,435.75	+/-	= 7,435.75
			TRNG-APPR						
			1,062.25	x	\$ 0.45	=	478.01	+/-	= 478.01
			LABOR MGMT						
			1,062.25	x	\$ 0.45	=	478.01	+/-	= 478.01
			INDUSTRY						
			1,062.25	x	\$ 0.12	=	127.47	+/-	= 127.47
			ANNUNITY						
			1,062.25	x	\$ 1.00	=	1,062.25	+/-	= 1,062.25
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			x		=	-	+/-	=	-
			x		=	-	+/-	=	-
			EFFECTIVE 6/1/23				+/-	=	
			Section	H0	21,050.19		-		\$21,050.19
☐ Final Report Discontinue Prebill		☐ No covered Employees This Month	TOTALS						

[illegible]**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

An Equal Opportunity Employer

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 Transportation)
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. Pamall 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 Transportation
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

<u>Code</u>	<u>Aggregate</u>	<u>Source</u>	<u>Yr. LA tested</u>
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								
	Rap	2217	2370	2272	2218	Baghouse	Blend	Spec
Sieve								
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)

JOB MIX FORMULA (JMF) HMA FIELD COMMUNICATION

File 305

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 38102		JOB NUMBER 210047A		PROJECT ENGINEER Jason Fossitt			DATE EFFECTIVE 04/22/22	
CONTRACTOR Michigan Paving & Materials Co.				PLANT LOCATION Jackson			PLANT NUMBER 440-11	
TYPE OF MIXTURE 3EML (58-22) T2		MIX DESIGN NUMBER 22MD149		BINDER CONTENT METHOD vacuum		PLANT CERTIFICATION DATE 04/18/22		CONTRACTOR'S QC PLAN TO PROJECT ENGINEER ☒ YES ☐ NO
STAND. SPEC. DATE 2020		MIX SP. PROV. DATE 2020		QC/QA SP. PROV. DATE 09/17/21		VMA 13.94	VFA 78.52	% AIR VOIDS 3.00
						ANGULARITY 44.1		DUST CORR. N/A
Gmm 2.505	Gmb 2.430	Gb 1.030	Gse 2.725	Gsb 2.673	FINES / ASPHALT RATIO 1.08		COMPACTION TEMP. 278 F	MIXING TEMP. 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				☒ QUALITY ASSURANCE TESTING		☐ REGULAR TESTING		☐ TESTING SPECIFIED BELOW
BOND COAT		PRODUCER / LOCATION LTBC-2 / Michigan Paving & Materials / Alma, MI				CERTIFIED ☒ YES ☐ NO		
REMARKS: For Shoulder								
JOB LOCATION I-94				TRAVELING MIX INSPECTOR (TMI) Melinda Maihofer			Digitally signed by Melinda Maihofer DN: cn = Melinda Maihofer email = melindam@mi DOT gov C = US O = State of Michigan Date: 2022.04.22 14:38:23 -0400	
							DATE 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

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 WEST AVE.	PROJECT ENGINEER HRC
CONCRETE SUPPLIER WILLBEE TRANSIT MIX		PLANT LOCATION 2323 BROOKLYN RD.	PLANT NUMBER 805
GRADE OF CONCRETE S2	PSI REQUIREMENT 3500PSI	MIX DESIGN NUMBER 13-0403S	INTENDED USE (S) CURB
PRIME / SUBCONTRACTOR(S) T & D CONCRETE		CONTRACTOR QC PLAN Y ☐ SUBMITTED? (MDOT use only) N ☐	
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	STONECO	Source Name		MDOT Source No.	58-003
MDOT Source No.	58-003	MDOT Source No.		MDOT Series Class	2NS PREMIUM
MDOT Series Class	6AA	MDOT Series Class		Specific Gravity (Bulk Dry)*	2.61
Specific Gravity (Bulk Dry)*	2.68	Specific Gravity (Bulk Dry)*		Specific Gravity (Bulk SSD) optional	1.4
Specific Gravity (Bulk SSD) optional	2.71	Specific Gravity (Bulk SSD) optional		Absorption	2.76
Absorption	1.7	Absorption		Fineness Modulus (FM)	
Unit Weight (Dry Rodded) DR or	93.3	Unit Weight (Dry Rodded) DR or			
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	2.64	Specific Gravity (Bulk Dry) of F-T			
Sample*		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.

CEMENTITIOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE IL
Cement Specific Gravity	3.15
Fly Ash Source (distributor & 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	I certify that all applicable standard test methods have been followed verifying the mix design and JMF:	
Slag Cement Percent of Cementitious			
Total Water Weight	290		
Net Water Weight	242		
WC (as designed)	.46		
Air Entrainer (dosage)	3OZ/100WGT	Signature	
Water Reducer (dosage)		MCA Level II Expiration Date: 04/15/23	
Other (dosage)		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:	Wilbee Transit Mix			
Supplier:	Wilbee Transit Mix			
Plant:	Wilbee 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				
Sample Location:	STA 40+50				
Curing Method:	One day Field/Laboratory Cure				
Field Sample No.:		Initial Cure Temp (°F) High:			
		Low:			
Contractor:	T & D Concrete Construction				
Ticket no.:	1694637	Truck No.:	25		
Sampled By:	Kevin Trowbridge				
Submitted By:	Kevin Trowbridge				
Weather:	Sunny				
Est. Wind (mph):	5-10	Est. Rh (%):	5		

Slump (in):	ASTM C 143	Measured	2.5	Specified	
Slump w/ plasticizer (in):			N/A		
Air Temp (°F):			70		
Concrete Temp (°F):	ASTM C 1064		77		
Air Content (%):	ASTM C 231		6.2		
Unit Weight (pcf):	ASTM C 138		143.4		
Volume of Density Measure (ft³):			N/A		
Batch Size (yd³):	9.0	Time Batched:		09:27	
Yd Placed:	9.0	Time Sampled:		10:00	
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-C111	06/24/21	7	4.00	8.00	12.57	U	44600	5	3550	Savana Bellows
04082444-10-C112	07/15/21	28	4.01	8.00	12.63	U	67530	3	5350	Jeffery Southcott
04082444-10-C113	07/15/21	28	4.02	8.00	12.69	U	62380	5	4910	Jeffery Southcott
04082444-10-C114	07/15/21	28	4.01	8.00	12.63	U	63080	5	4990	Jeffery Southcott
04082444-10-C115		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



Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Phone: (517) 394-5700
Fax: (517) 394-5796

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.

Concrete Test Report

Client: CITY OF JACKSON
161 W MICHIGAN AVENUE
JACKSON, MI 49201

CC: ALICIA BLOWER
MIKE ROMKEMA
TROY WHITE

Project: MORRELL ST/STEWART AVE
JACKSON, MI

Approved Signatory: Joel Walker (Branch Manager)
Date of Issue: 11/9/2021

Mix Data

	Material	Source	Amount	Moisture
Mix Submitted By:	Wilbee Transit Mix			
Supplier:	Wilbee Transit Mix			
Plant:	Wilbee 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:	09/02/21	Date Received:	09/03/21	Specification:	Mix Design		
General Location:	Corltand 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-C111	09/09/21	7	4.00	8.00	12.57	U	50220	2	4000	James Cntes
04082443-55-C112	09/30/21	28	4.01	8.00	12.63	U	70790	3	5610	Kevin Trowbridge
04082443-55-C113	09/30/21	28	4.01	8.00	12.63	U	68950	3	5460	Kevin Trowbridge
04082443-55-C114	09/30/21	28	4.01	8.00	12.63	U	69700	2	5520	Kevin Trowbridge
04082443-55-C115		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 Mbar (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



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: Joe Walker (Branch Manager)
Date of Issue: 11/3/2021

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:	08/14/21	Date Received:	08/16/21	Specification:	Mix Design
General Location:	Curb and gutter				
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
Weather:	Sunny			Yd³ Placed:	9.0
Est. Wind (mph):	0-5	Est. Rh (%):	70	Water Added (gal) Before:	Time Batched: 08:38
				After:	Time Sampled: 09:15
					Time Placed: 09:35
					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-C111	08/18/21	4	4.01	8.00	12.63	U	39160	5	3100	Jeffery Southcott
04082478-22-C112	08/21/21	7	4.01	8.00	12.63	U	51730	3	4100	Roland Turner
04082478-22-C113	09/11/21	28	4.01	8.00	12.63	U	69470	3	5500	Kevin Trowbridge
04082478-22-C114	09/11/21	28	4.02	8.00	12.69	U	70570	3	5560	Kevin Trowbridge
04082478-22-C115	09/11/21	28	4.01	8.00	12.63	U	68610	3	5430	Kevin Trowbridge
04082478-22-C116		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 817, 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

Blended Hydraulic Cement Type IL(12)

Production Period: 1/01/2022 to 1/31/2022

STANDARD REQUIREMENTS

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
SiO ₂ (%)		17.1	Air Content of mortar (volume %)	12.0 max	7
Al ₂ O ₃ (%)		4.6	Blaine fineness (m ² /kg)		479
Fe ₂ O ₃ (%)		2.84	Retained 325 (%)		2.80
CaO (%)		59.8	Specific Gravity (g/cm ³)		
MgO (%)		2.7	Autoclave expansion (%)	0.8 max	0.14
SO ₃ (%)*		3.68	Compressive strength (MPa/psi):		
Loss of ignition (%)	10.0 max	5.6	1 day		14.9 [2156]
Na ₂ O (%)		0.20	3 days	13.0 [1890] min	27.1 [3924]
K ₂ O (%)		0.91	7 days	20.0 [2900] min	31.5 [4569]
CO ₂ (%)		4.8	28 days (previous month)	25.0 [3620] min	37.7 [5408]
Limestone (%)	15.0 max	11.2	Time of setting (minutes)		
CaCO ₃ in limestone (%)	70.0 min	97.0	(Vicat) Initial	45 - 420	120
Inorganic process addition(%)	5.0 max	0.0	(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

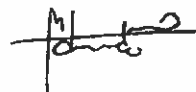
St. Marys Cement

Detroit Plant

9333 Dearborn Avenue

Detroit, MI 48209

Tel: (313) 842-4600 - Fax: (313) 849-4512



Eduardo Herrera
Quality Control Manager

Slag Cement Grade 100 - Cemplus

Production Period: 12/01/2021 to 12/31/2021

STANDARD REQUIREMENTS - SLAG

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Sulfide Sulfur (S) (%)	2.5 max	0.6	Air Content of mortar (volume %)	12 max	5
Sulfate Sulfur (as SO ₃) (%)		1.6	Blaine fineness (m ² /kg)	260 min	534
Added Sulfate Sulfur (as SO ₃) (%)			Retained 325 (%)		1.12
Inorganic process addition (%)	5.0 max		Compressive strength (MPa/psi):		
Equivalent Alkalies (%)		0.53	7 days		25.6 [3710]
Al ₂ O ₃ (%)		9.4	28 days (previous month)		41.1 [5964]
Cl		0.0000	Slag Activity Index (%) (SAI)		
			7 days		77.1
			28 days (previous month)	95 min	104.2

STANDARD REQUIREMENTS - REFERENCE CEMENT

Chemical Data			Physical Data		
Item	Spec. Limit	Results	Item	Spec. Limit	Results
Equiv. Alkalies	1	0.86	Blaine fineness (m ² /kg)	260 min	390
Potential phase composition			Compressive strength (MPa/psi):		
C ₃ S (%)		60	7 days		33.1 [4801]
C ₂ S (%)		9	28 days (previous month)		39.1 [5675]
C ₃ A (%)		8			
C ₄ AF (%)		9			

ADDITIONAL DATA

Item	Results
Type	Inorganic Processing Addition
Amount	0.0
SiO ₂ (%)	
Al ₂ O ₃ (%)	
Fe ₂ O ₃ (%)	
CaO (%)	
SO ₃ (%)	
Item	Results
Specific Gravity (g/cm ³)	2.91
Autoclave expansion (%)	0.05

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

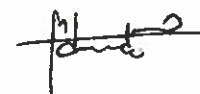
St. Marys Cement

Detroit Plant

9333 Dearborn Avenue

Detroit, MI 48209

Tel: (313) 842-4600 - Fax: (313) 849-4512



Eduardo Herrera

Quality Control Manager

**SME**

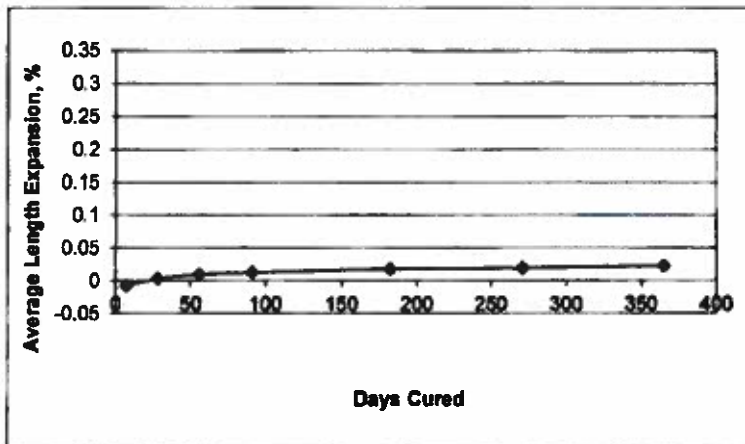
Potential Alkali Reactivity of Aggregates ASTM C 1293

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



CFS Laboratory, Lansing

Report of Test

File 306

Freeze-Thaw Durability In Concrete

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

Bulk Specific Gravity (dry basis)	2.65		F-T Pick	Production
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



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



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. Dilatation	0.029	2015	Crush: 100	*ENTRIES WITH A YEAR AND NO RESULT IN FIELD HAVE RESULT OF 0.09 *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 of 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 any 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)							Likely Source of Contamination
SUBSTANCE (UNIT OF MEASURE)	VIOLATION Y/N	AMOUNT DETECTED (BOOTHKLE)	SITES ABOVE ALC/ TOTAL SITE	YEAR (TESTED)	MCLG	MCL	
Copper (ppb) consumer taps	N	0.3 ppm *	0/30	2017	1300	AL = 1300	Corrosion of household plumbing system erosion of natural deposits; leaching of wood preservatives
**Lead (ppb) consumer taps	N	1 ppb *	1/30*	2017	0	AL =15	Corrosion of household plumbing system 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	0.16	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	1.0	4.0	Erosion of natural deposits; water addit which promotes strong teeth; discharge

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)



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



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

Product Data Sheet
Sika® AEA-14
November 2010, Version 01.02
00140302.100000079

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

Product Data Sheet
Sika® AEA-14
November 2014, Version 01.02
02140302100000079



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Product Data Sheet
Sika® AEA-14
November 2017, Version 01.02
02140302100000079



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.

Concrete



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/](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 Sika assume any liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall Sika assume any liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall Sika assume any liability for the provision of such information, advice, recommendations or instructions related to its products. The use 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. SIKAShall 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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Quality Certification Headquarters: Lyndhurst, NJ 07071, ISO 9001, ISO 14001, ISO 18001, ISO 26001, ISO 27001, ISO 29001, ISO 31000, ISO 33000, ISO 34000, ISO 35000, ISO 36000, ISO 37000, ISO 38000, ISO 39000, ISO 40000, ISO 41000, ISO 42000, ISO 43000, ISO 44000, ISO 45000, ISO 46000, ISO 47000, ISO 48000, ISO 49000, ISO 50000, ISO 51000, ISO 52000, ISO 53000, ISO 54000, ISO 55000, ISO 56000, ISO 57000, ISO 58000, ISO 59000, ISO 60000, ISO 61000, ISO 62000, ISO 63000, ISO 64000, ISO 65000, ISO 66000, ISO 67000, ISO 68000, ISO 69000, ISO 70000, ISO 71000, ISO 72000, ISO 73000, ISO 74000, ISO 75000, ISO 76000, ISO 77000, ISO 78000, ISO 79000, ISO 80000, ISO 81000, ISO 82000, ISO 83000, ISO 84000, ISO 85000, ISO 86000, ISO 87000, ISO 88000, ISO 89000, ISO 90000, ISO 91000, ISO 92000, ISO 93000, ISO 94000, ISO 95000, ISO 96000, ISO 97000, ISO 98000, ISO 99000, ISO 100000, ISO 101000, ISO 102000, ISO 103000, ISO 104000, ISO 105000, ISO 106000, ISO 107000, ISO 108000, ISO 109000, ISO 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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

Certificate of Calibration

Customer: WILLBEE TRANSIT MIX
WIL 1499 2323 BROOKLYN RD

JACKSON, MI 49203

(*)Make: GSE Model : 350 SN#: 812171 Capacity: 8000 LB Graduation: 5 LB

Certificate ID: 812171211121052729

Test Date: 11/19/2021

ISO Number: MS-FM-CEM-001

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

[illegible]

AS LEFT BUILD TEST

[illegible]

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	366
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%.



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

AS FOUND TEST USING TEST WEIGHTS

AS LEFT TEST USING TEST WEIGHTS

[illegible]

Page 1 of 2



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	35
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

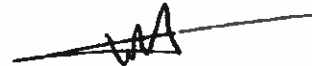
This certification expires on 4/15/2023

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



Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

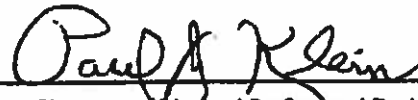
Jackson Plant 1, Jackson, MI

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***




Signature of Licensed Professional Engineer

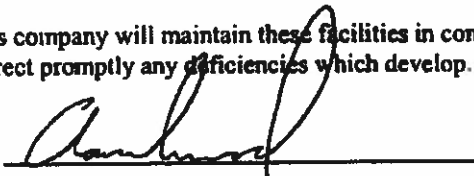
March 05, 2021

Inspection Date

March 28, 2023

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

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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

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 BROWN & DENTON	PROJECT ENGINEER HRC
CONCRETE SUPPLIER WILLBEE TRANSIT MIX		PLANT LOCATION 2323 BROOKLYN RD.	PLANT NUMBER 805
GRADE OF CONCRETE P1	PSI REQUIREMENT 3500PSI	MIX DESIGN NUMBER 13-0403MRS	INTENDED USE (S) FLATWORK
PRIME / SUBCONTRACTOR(S) T & D CONCRETE		CONTRACTOR QC PLAN Y ☐ SUBMITTED? (MDOT use only) N ☐	
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	STONECO	Source Name		MDOT Source No.	58-003
MDOT Source No.	58-003	MDOT Source No.		MDOT Series Class	2NS PREMIUM
MDOT Series Class	6AA	MDOT Series Class		Specific Gravity (Bulk Dry)*	2.61
Specific Gravity (Bulk Dry)*	2.68	Specific Gravity (Bulk Dry)*		Specific Gravity (Bulk SSD) optional	1.4
Specific Gravity (Bulk SSD) optional	2.71	Specific Gravity (Bulk SSD) optional		Absorption	2.76
Absorption	1.7	Absorption		Fineness Modulus (FM)	
Unit Weight (Dry Rodded) DR or	93.3	Unit Weight (Dry Rodded) DR or			
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	2.64	Specific Gravity (Bulk Dry) of F-T			
Sample*		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.

CEMENTITIOUS

Cement Source / Plant	ST. MARYS/DETROIT
Cement Type	TYPE II
Cement Specific Gravity	3.15
Fly Ash Source (distributor & 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	Design Slump	4-8"
Coarse Aggregate Weight (Dry)	1775	Specified Slump	4-6"
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		I certify that all applicable standard test methods have been followed verifying the mix design and JMF:	
Total Water Weight	290	Signature <i>Aaron Sherwood</i>	
Net Water Weight	242	MCA Level II Expiration Date: 04/15/23	
WC (as designed)	.46	Date: 04/14/22	
Air Entrainer (dosage)	3OZ/100WGT		
Water Reducer (dosage)	4OZ/100WGT		
Other (dosage)			

**METHOD 2 WAS USED FOR VERIFICATION OF
THIS MIX**



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Professional Engineering Services Contract with Fishbeck, for the Design and Construction Administration of the Clean Water State Revolving Fund Project at the Wastewater Treatment Plant.

Recommendation:

Approve the Professional Engineering Services Contract with Fishbeck of Lansing, Michigan for the Design and Construction Administration of the Fiscal Year 2024 Clean Water State Revolving Fund project at the Wastewater Treatment Plant for the amount of \$1,510,000.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: January 30, 2024

RECOMMENDATION: Approval of the Professional Engineering Services Contract with Fishbeck of Lansing, Michigan for the Design and Construction Administration of the Fiscal Year 2024 Clean Water State Revolving Fund project at the Wastewater Treatment Plant in the amount of \$1,510,000.

ISSUE STATEMENT

On March 21, 2023, the City Council adopted the resolution for the City of Jackson to submit a Final Project plan for the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), 2024 Clean Water State Revolving Fund (CWSRF) for capital improvements at the Wastewater Treatment Plant (WWTP). In October 2023, the City qualified in the fundable range for the CWSRF Intended Use Plan (IUP), for a loan of \$20,500,000, at a lower-than-open market interest rate to move forward with the capital improvement projects planned for phase 1. In order to proceed with the projects outlined in the project plan, the City must approve the contract for professional engineering services for the project's design and construction administration and observation throughout the project.

DESCRIBE THE CONSEQUENCES

If the City does not proceed with the CWSRF contract for professional engineering services for the project's design and construction administration and observation for the much-needed capital improvement projects at the WWTP, the City will not be able to move forward with this financial investment for the capital improvement projects to continue to provide the uninterrupted services of treating raw sewage for the residents we serve.

OWNERSHIP

While conducting our Stormwater, Asset Management, and Wastewater (SAW) grant in 2020 we discovered there were significant deficiencies in the City's WWTP and throughout our Sewer Collection System. When working with Fishbeck on the SAW grant, they identified the Clean Water State Revolving Fund as a possibility to complete capital projects with the potential of loan principal forgiveness and/or grant money that may be available to help fund these projects to the Sewer System. The City submitted the CWSRF Final Project Plan in the Spring of 2023.

In EGLE’s CWSRF IUP the City qualified for a loan of \$20,500,000, at 2.5% interest, which is lower than current open market interest rates.

SOLUTION

Phase 1 of the 2024 CWSRF Final Project Plan includes replacing antiquated process equipment, upgrades and improvements to the anaerobic digesters and providing standby power provisions. Fishbeck would provide professional engineering services to complete the design of these capital improvement projects and the construction administration to include on-site observation throughout each of the improvement projects. The anaerobic digesters provide solid destruction and meet pathogen reduction requirements for land application of plant biosolids. The existing anaerobic digester equipment is older, posing a high risk of

FACILITATE IMPLEMENTATION

Approve the Professional Engineering Services Contract with Fishbeck of Lansing, Michigan for the Design and Construction Administration of Phase 1 of the Fiscal Year 2024 Clean Water State Revolving Fund project.

ATTACHMENTS

- 1. LP_Jackson DPW_CWSRF Final Design and CE_2024_0118_REV

January 18, 2024
Project No. 221867

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Proposal for Professional Engineering Services

Jackson WWTP – Clean Water State Revolving Fund Design and Construction Engineering

Fishbeck is pleased to submit this proposal to provide professional engineering services related to the first year of the 2024 Clean Water State Revolving Fund (CWSRF) Improvements at the City of Jackson Wastewater Treatment Plant (WWTP). We understand the City is seeking design and construction engineering services for the improvements identified in the CWSRF Project Planning Document: standby power provisions and anaerobic digester improvements.

Background

Fishbeck assisted the City with developing and submitting a Project Planning Document to apply for CWSRF funding. The City was notified the year one project components will receive funding for fiscal year 2024 and recently committed to a fourth quarter milestone schedule for the project (see attached). Fishbeck is currently providing preliminary design services.

The WWTP was originally constructed in the mid-1930s and has had numerous improvements over time. The WWTP has a rated design flow of 19 million gallons per day (MGD).

The WWTP receives influent flow via two interceptors: a 60-inch and a 42-inch. Preliminary treatment consists of mechanical bar screens and grit removal. Following preliminary treatment, flow is divided and measured by Parshall flumes prior to primary treatment. The primary effluent flows to a wet well where it is pumped to the secondary treatment process. Secondary treatment is accomplished through an activated sludge system and final clarification. Plant effluent is disinfected year-round using ultraviolet technology prior to discharge to the Grand River.

Primary sludge and waste activated sludge are thickened within the gravity thickener tanks. The thickened solids generated are stabilized in the anaerobic digesters. The stabilized Class B biosolids are seasonally land applied or stored in sludge storage tanks during the winter months. The scum collected from various processes is disposed in a landfill.

Proposed Improvements

Standby Power

Upgrade all provisions for a portable generator connection at the Blower Building; or alternatively, provide a standby generator, based on preliminary design evaluations and City's final decision. Provisions will be sized to accommodate critical plant loads.

Anaerobic Digester System

Existing Digesters 1, 4, 7, and 8 will be rehabilitated to include the following:

- Replacement of mechanical mixing on Digesters 1 and 4.
- Replacement of heat coil systems on Digesters 1 and 4.
- Replacement of the boiler systems.
- Removal of floating cover and installation of dual membrane cover on Digester 4.
- Removal of floating cover and installation of fixed covers on Digester 7 and 8.
- Repair of interior and exterior concrete walls of all four digester tanks.
- Replacement of sludge transfer pump used for transferring to sludge storage tanks.
- Replacement of 8-inch sludge transfer yard pipe from gravity thickeners to anaerobic digesters.
- New gas detection system in accordance with National Fire Code.
- Repair of exposed concrete reinforcing bar in the Digester Building.
- Replacement of hollow metals doors in Building 90.

Scope of Services

Task 1 – Final Design

1. Final Design Documents – Develop final drawings and specifications. The design will meet the requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the City, and be in accordance with *Recommended Standards for Wastewater Facilities* 2014 edition and locally adopted codes.
2. Review Documents – Provide draft documents at 60%, 90%, and final (100%) stages during the design phase. Electronic files of the drawings and specifications will be provided prior to a review meeting to discuss the design and address questions.
3. Inspect one primary digester (Tank 1 or 4) and one secondary digester (Tank 7 or 8) to evaluate the concrete structures and estimate quantities for repairs. If the WWTP operational schedule does not allow for this during design or bidding, it will be completed during construction.
4. Provide Engineer's Opinion of Probable Construction Cost.
5. EGLE Part 41 Review – Submit draft and final drawings and specifications to EGLE in accordance with the milestone schedule for review and application for a Part 41 construction permit.
6. Coordinate with Building Department trades for plan review. All necessary permits will be obtained by the contractor by means spelled out in the Contract Documents.
7. Final QA/QC – Conduct an internal quality assurance/quality control review of the final design documents prior to submitting final drawings and specifications to the City and EGLE.
8. Review Meetings – Meet monthly with the City to review comments and feedback.
9. Bidding Documents – Develop bidding documents incorporating final City and EGLE comments.
10. Coordinate with the DPW for the City Purchasing Department to finalize City's standard front-end documents including City general conditions, bonding, insurance, liquidated damages, dispute resolution, and funding agency contracting requirements into the bidding documents.
11. CWSRF Applications – Assist the City in preparing and submitting CWSRF Application Parts 1 and 2 in accordance with the project milestone schedule.

Task 2 – Bidding Assistance

1. Advertisement – Fishbeck will coordinate with the City Purchasing Department to advertise the project and procure affidavits of publication in accordance with CWSRF funding requirements.
2. Questions and Addenda – Answer questions from prospective bidders relative to the project and issue addenda as required, including updated wage rates in accordance with CWSRF funding requirements.
3. Pre-Bid Meeting – Conduct a pre-bid meeting with prospective bidders at the WWTP site.
4. Bidding – Attend the bid opening at City Hall.
5. Bid Tabulation – Assist the City in preparing a bid tabulation of received bids.
6. Bidder Evaluation – Review the qualifications and references of the two apparent low bidders; conduct an interview of the lowest responsive, responsible bidder; and provide information to the City for purposes of awarding a contract to construct the project.
7. CWSRF Application – Assist the City in preparing and submitting CWSRF Application Part 3 in accordance with the project milestone schedule.

Task 3 – Construction Administration

1. Project Management – Review field observation reports and serve as the point of contact and coordinator between the contractor, Fishbeck field and office staff, and City staff.
2. Contract Document Execution – Assist the City in preparing the contract documents for execution.
3. Preconstruction Meeting – Schedule and attend a preconstruction meeting.
4. Schedules and Reports – Review contractor's proposed project schedule and schedule of values. Review materials testing reports for compliance with the Contract Documents.
5. Progress Meetings – Project Manager or representative will attend up to 48 biweekly progress meetings (24 onsite and 24 conference calls), and a closeout meeting with final walk-through.
6. Submittal Review – Collect, review, and track submittals in accordance with submittal requirements, including verification of certification documenting Build America, Buy America and American Iron and Steel compliance in accordance with EPA's State Revolving Fund programs.
7. Requests for Information (RFIs) – Respond in writing to the contractor's RFIs, issue clarifications to the Contract Documents, and prepare elementary and supplementary sketches to resolve field conditions encountered, as applicable.
8. Construction Progress Site Visits – Up to a total of 24 site visits, including 12 related to concrete repairs for the digester tanks, will be conducted by a member of the design team or other qualified personnel, as needed, dependent on the progress of the work. The purpose of the site visits is to observe the work for conformity of construction with the Contract Documents, observe general quality of the work, and notify the contractor and City of any work not in conformance.
9. Wage Rate Verification – Collect contractor and subcontractor certified payrolls submitted on a weekly basis in accordance with EPA's State Revolving Fund program requirements and verify all paid wage rates are in accordance with the contract's wage rate categories.
10. Pay Requests – Review contractor's applications for payment and supporting documentation, recommend disposition of work orders for changes to the construction contract, along with the periodic and final payment to the contractor.
11. Contract Modifications – Provide office engineering and assistance generating and processing construction contract modifications (field orders, work change directives, bulletins, and change orders).
12. Startup Observation – Observe startup of equipment by the contractor, supplier(s), and manufacturer's representative(s).

13. Punch List Observation of Completed Work – Make a site visit in response to the contractor requesting Substantial Completion. Confirm the work is in accordance with the construction contract requirements and prepare a punch list as appropriate.
14. Record Drawings – Prepare record drawings based on red-line markups received from the contractor. Deliver one electronic (PDF) and two paper (hard copy) sets to the City. Electronic copies will be provided on desired media.
15. Project Closeout – Provide project closeout assistance to the City. Collect and review contractor’s project closeout documents.

Task 4 – Construction Observation

Construction observation services include providing a Project Representative (PR) at the site on a part-time basis to observe the work. The services under this proposal are based on 3,000 hours and travel expenses over 100 weeks of active work onsite.

1. The PR will generally be onsite when the contractor is performing work onsite. The frequency and duration of visits will vary based on the type of work being performed. The PR will visit the site during active construction, up to the Substantial Completion date.
2. The PR will observe work performed by the contractor and will act as liaison between the field and the Fishbeck Project Manager and engineers. The Project Manager will maintain the role as primary liaison between the contractor and the City.
3. The PR will conduct periodic wage rate interviews of contractor and subcontractor workers in accordance with EPA’s State Revolving Fund program requirements.
4. The PR will attend the progress meetings.
5. For issues involving a deviation from the Contract Documents, the PR will communicate with the Fishbeck Project Manager, who will then provide direction to the contractor regarding how to proceed.
6. The PR will provide field observation reports and photographs documenting in detail the work completed that day, and in general the work completed since the last visit. The PR will also document the contractor’s presence onsite, weather conditions, and issues that may arise.

Proposed Schedule

Fishbeck has considered the overall project schedule in relation to the agreed upon CWSRF milestone schedule and is prepared to begin design immediately upon authorization from the City.

Task	Preliminary Schedule
Final Design	January 2024–May 2024
Authorization for Final Design	January 31, 2024
Review of 60% Design Drawings	February 15, 2024
Submittal of Draft Drawings and Specifications to EGLE	February 26, 2024
Review of 90% Draft Drawings and Specifications	March 21, 2024
Submittal of Final Drawings and Specifications to EGLE	April 19, 2024
Review of Final Drawings and Specifications	April 22, 2024
Bidding	May 2024–June 2024
Bid Advertisement	By May 24, 2024
Bid Opening	By June 25, 2024
Bid Evaluation Letter provided for City Council	July 3, 2024
City Council Resolution of Tentative Award	July 16, 2024
Construction	October 2024–April 2027

Assumptions

Assumptions used in the development of this proposal are presented here for the City’s review and consideration. Our intent is to identify items that could affect the scope of the project and the related fees known at the time of submitting this proposal. There may be additional items that arise over the course of the project that could affect the scope and fees. Fishbeck will review issues with the City as they arise, and where changes are warranted, negotiate in good faith with City. This proposal is based on the following assumptions:

- 1. No property surveys, easements, or construction staking is included in this proposal.
- 2. Digester system components will be replaced in-kind to support reuse of MCC-K in the Digester building. Approval to reuse MCC-K in the Digester Building will depend on the local governing authority.
- 3. Manufacturer-supplied control panels will include programmable logic controllers and local input/output racks for monitoring and controlling respective equipment along with Ethernet network equipment for connecting to the plant supervisory control and data acquisition (SCADA) system.
- 4. Building trade permits will be paid for and obtained by the contractor.
- 5. The existing power distribution system is adequately sized to handle the proposed load.
- 6. This proposal is based on a tentative construction schedule starting onsite in the fall of 2024 and anticipated construction efforts through final completion in the spring of 2027.
- 7. The City will hire a third party directly for any material testing required in accordance with the specifications.
- 8. An allowance will be provided in the bidding documents for concrete repairs found inside the digesters after owner or contractor has each tank cleaned.

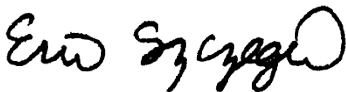
Professional Services Fee

Fishbeck proposes to provide the scope of services on an hourly plus expenses basis for an amount not to exceed One Million Five Hundred Ten Thousand Dollars (\$1,510,000), based on the following breakdown by task:

Task 1 – Final Design (2024)	\$597,000
Task 2 – Bidding Assistance (2024)	\$28,000
Task 3 – Construction Administration (2024-2027)	\$360,000
Task 4 – Construction Observation (2024–2027)	\$525,000
Total Fee	\$1,510,000

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

Attachments

By email

Copy: Trent Stockman – City of Jackson
Chandra Willinger – City of Jackson
Jeffrey Brown, PE – Fishbeck

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Clean Water State Revolving Fund (CWSRF) Project Milestone Schedule
for Quarter 4 Quarter Financing in Fiscal Year 2024
Anticipated Loan Closing on August 28th, 2024**

Applicant Name: City of Jackson

Project Number: 5882-01

Project Description: Wastewater Treatment Plant Upgrades

Milestone

By No Later Than

Publication of Environmental Assessment (EA)	04/24/2024
Public Notice Clearance	05/24/2024
EGLE Approval of Project Plan	05/24/2024
Submittal of Draft Plans & Specifications	02/26/2024
EGLE Comments on Draft Plans & Specifications	03/26/2024
Submittal of Final Plans & Specifications	04/19/2024
Issuance of Construction Permit	05/23/2024
EGLE Approval of Plans & Specifications	05/24/2024
Submittal of CWSRF Application Part I & II	05/15/2024
Submittal of CWSRF Application Part III	07/08/2024
Publication of Bid Advertisement	05/24/2024
Opening of Bids	06/25/2024
Resolution of Tentative Contract Award by Governing Body	07/16/2024
Submittal of Resolution of Tentative Contract Award to EGLE	07/18/2024
EGLE Order of Approval	08/07/2024

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the bypass of this project and the assignment of funds reserved for it to other projects on Michigan's Project Priority List in accordance with the provisions of Section 5310 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the deferral of EGLE action on this project until a subsequent fiscal year.

Accepted on 12-15-23

By: Michael D. Osborn
Applicant's Authorized Representative

Accepted on 12/15/2023

By: Jenna Beverly
Project Manager, Finance Division
Water Infrastructure Funding and Financing Section

Approved on 12/15/2023

By: Eric Pocar
Unit Supervisor, Finance Division
Water Infrastructure Funding and Financing Section



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.

Recommendation:

Approve Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$39,149.00, and authorize the City Manager and Director of Public Works to execute the appropriate documents.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: January 30, 2024

RECOMMENDATION: Approve Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$39,149.00, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ISSUE STATEMENT

The project work includes replacing equipment and refurbishing Primary Clarifier Tanks 1–6 and 13; and replacing the aeration blowers. This will also include replacing the unit substations that provide all the electrical power distribution at the Wastewater Treatment Plant. Since being awarded the contract and starting work onsite, Allied Mechanical Services, Inc. has continually communicated the field findings and issues with Fishbeck for review and concurrence.

The items comprising this change order represent changes or additional work, labor, and materials in the project scope which Fishbeck finds warranted. Primary Clarifier 13 required replacement of exterior lighting for safety and operations. Minor modifications to the blower building were needed to repair a wall from removed equipment and to adjust piping to avoid interference with a new door. Fishbeck has also reviewed and recommends replacement of a missing primary overflow weir plate on Primary Clarifier Tanks 1-6, as the weir plate would serve to optimize forward flow through the plant during peak flow events while directing excess flow to the retention basin.

DESCRIBE THE CONSEQUENCES

The equipment at the Wastewater Treatment plant is well beyond its expected life. Right now is the least expensive way to address these issues as the contractor is already there on site, which results in no additional mobilization fees. Again, if we don't fix these problems now, we're just kicking the can down the road. It will cost more later.

OWNERSHIP

Regardless of when this work should be done, it is on us to fix these problems now. We discovered many deficiencies while going through the stormwater, asset management, and wastewater (SAW) Grant process starting in 2019. We certainly do not want to leave these problems for someone else in the near future.

SOLUTION

In the fall of 2022, Allied Mechanical Services, Inc. was awarded the Wastewater Treatment Plant CWSRF 2022 Improvements project at a contract price of \$11,030,000.00. Since beginning the work, the contractor has identified various issues based on existing conditions that need to be addressed to complete the overall project. In addition to the issues addressed in Change Order No's. 1 through No. 4, this change order will address additional work needed at Primary Clarifier 13, the blower building, and the overflow weir to the retention basin. To proceed with these changes to the existing contract, the change order to modify the contract price requires the approval of the City Council.

This change order for the Wastewater Treatment Plant CWSRF 2022 Improvements Contract will be funded using the CWSRF loan contingency, which includes 20% in principal forgiveness.

FACILITATE IMPLEMENTATION

Approve Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents

ATTACHMENTS

1. Change Order 5 WWTP CWSRF 2022 Improvements_signature page
2. CO05_2024_0118

**Change Order No. 5
To Contract for
Jackson WWTP CWSRF 2022 Improvements
Wastewater Treatment Plant Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$11,030,000.00
CHANGE ORDER NO. 1	\$158,668.00
CHANGE ORDER NO. 2	\$704,785.00
CHANGE ORDER NO. 3	\$103,054.00
CHANGE ORDER NO. 4	\$40,345.00
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDERS NO. 1 THROUGH NO. 4	\$12,036,852.00
CHANGE ORDER NO. 5	\$39,149.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 5	\$12,076,001.00

REASON FOR AMENDMENT:

As outlined in the attached memo from Fishbeck, additional work is needed for the following:
At Primary Clarifier 13 to replace exterior lighting for safety. At the Blower Building to repair wall penetrations and modify piping to avoid interference with a new door. At Primary Clarifiers 1-6 to replace a missing overflow weir plate for diverting flow to the retention basin. The changes outlined in this change order will have no impact on the substantial completion date of May 1, 2025.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Bob Sweet, Project Manager
Allied Mechanical Service, Inc

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

CHANGE ORDER
PAGE 1 OF 2

CONTRACT FOR: WWTP CWSRF 2022 Improvements

OWNER: City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

CONTRACTOR: Allied Mechanical Services, Inc.
3860 Roger B Chaffee Memorial Drive, SE
Grand Rapids, MI 49548

ENGINEER: Fishbeck
39500 MacKenzie Drive, Suite 100
Novi, MI 48377

ATTACHMENTS: Proposals from AMS

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

- A. Incorporate Change Request Proposal dated October 16, 2023:
Proposal regarding "RFI #90 Clarifier 13 Lighting" dated October 16, 2023, is approved to replace the exterior light pole fixture and receptacle at Primary Clarifier 13.
- ADD: \$12,813.00
- B. Incorporate Change Request Proposal dated November 14, 2023:
Proposal regarding "RFI #81 Generator Cabinet Conduit Wall Repairs" dated November 14, 2023, is approved to remove conduit sleeves and repair CMU of the Blower Building wall where a generator cabinet was removed.
- ADD: \$1,757.00
- C. Incorporate Change Request Proposal dated November 15, 2023:
Proposal regarding "RFI #88 Shorten Blower Discharge Header" dated November 15, 2023, is approved to modify the aeration blower header pipe to accommodate the new overhead door installation and avoid interference.
- ADD: \$3,391.00
- D. Incorporate Change Request Proposal dated January 3, 2024:
Proposal regarding "RFI #61 Overflow Weirs" dated January 3, 2024, is approved to replace the missing overflow weir on Primary Clarifiers 1–6 to optimize flow through the WWTP, and to remove a seized slide gate currently restricting flow.
- ADD: \$21,188.00

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$11,030,000.00

Previous Change Order Nos.: 1, 2, 3, 4

\$1,006,852.00

Contract Price prior to this Change Order:

\$12,036,852.00

CHANGE IN CONTRACT TIMES:

Original Contract time:

Substantial Completion: March 1, 2024

Ready for final payment: April 30, 2024

Net increase from previous Change Orders:

426 Days

Contract Time prior to this Change Order:

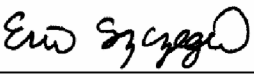
Substantial Completion: May 1, 2025

Ready for final payment: June 30, 2025

CHANGE ORDER
PAGE 2 OF 2

Net increase of this Change Order:	Net change of this Change Order:
<u>\$39,149.00</u>	<u>0 Days</u>
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
<u>\$12,076,001.00</u>	Substantial Completion: <u>May 1, 2025</u>
	Ready for final payment: <u>June 30, 2025</u>

RECOMMENDED

By: 
Engineer
Erin H. Szczegielniak, PE,
Project Manager
Name and Title of Signatory

Date: January 18, 2024

END OF CHANGE ORDER



October 16, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #90 Clarifier 13 Lighting.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Provide and install new light and receptacle on Clarifier 13 per RFI 90.

Total Cost\$12,813.00

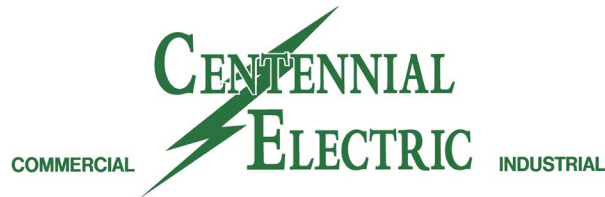
Pricing is firm for 30 days.

Sincerely,

Bob Sweet

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

O 517.543.9900
F 517.543.9911



PO BOX 490
POTTERVILLE, MI 48876

10/16/2023

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- Clarifier 13 Lighting and Receptacle

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Install one Red Sky fixture in the center on Clarifier 13 mounted on telescoping safety light pole as well as one duplex receptacle.
- Red Sky fixture is not available with an integrated photo eye and requires installation of 120V photo eye.

Material:	4,224.00
Labor:	3,057.00
Fixture Quotes:	1,774.00
Direct Expenses:	230.00
Tax:	360.00
OH&P:	1,392.00
Total:	\$ 11,037.00

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Trevor Strang', is written over a horizontal line.

Trevor Strang
Project Manager
Centennial Electric LLC

Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

Job Name: Jackson WWTP

Contractor:

Estimator: Mike

Notes:

Bid Date: 7/14/2022

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Clarifier 13 Light and Recpt	\$4,223.83	100.00%	\$4,223.83	30.84	100.00%	30.84

Top Sheet

Raw Cost	\$9,284.48	Sales per Month	\$0.00
Tax	\$359.87	Return per Month	\$0.00
Raw Cost with Tax	\$9,644.35	Price per Square Foot	\$0.00
Overhead	\$1,392.67	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,392.67	Job Months	0.00
Total Return %	12.62%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	99.12
Price	\$11,037.02	Workers per Day	0.00
Bond	\$0.00	Total Hours	30.84
Sell Price	\$11,037.02	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman 252	100.00%	30.84	\$99.12	\$0.00	0.00%	\$3,056.65
Foreman 252	0.00%	0.00	\$113.99	\$0.00	0.00%	\$0.00
General Foreman 252	0.00%	0.00	\$123.90	\$0.00	0.00%	\$0.00
Totals	100.00%	30.84	\$99.12	\$0.00	0.00%	\$3,056.65

Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

Mark Ups	OVERHEAD				PROFIT		
	Total	%	Amount	%	Amount		
Materials	\$4,223.83	+	15.00%	\$4,857.40	+	0.00%	\$4,857.40
Labor	\$3,056.65	+	15.00%	\$3,515.15	+	0.00%	\$3,515.15
Supplier Quotes	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
SubContractors	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$230.00	+	15.00%	\$264.50	+	0.00%	\$264.50
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Fixtures Quotes	\$1,774.00	+	15.00%	\$2,040.10	+	0.00%	\$2,040.10
Totals	\$9,284.48		15.00%	\$10,677.15		0.00%	\$10,677.15

Tax Report		Taxed Amount	Tax Rate %	Tax Amount
Materials		\$4,223.83	6.00%	\$253.43
Labor		\$3,056.65	0.00%	\$0.00
Supplier Quotes		\$0.00	6.00%	\$0.00
SubContractors		\$0.00	6.00%	\$0.00
Direct Job Expense		\$0.00	6.00%	\$0.00
Equipment Rental		\$0.00	6.00%	\$0.00
Fixtures Quotes		\$1,774.00	6.00%	\$106.44
		Total Tax:		\$359.87

Direct Job Expense					
Name	Supplier	Tax (6.0%)	Unit Cost	Mult	Amount
Freight		No	\$230.00	1.00	\$230.00
Totals:					\$230.00

Fixtures Quotes					
Name	Supplier	Tax (6.0%)	Unit Cost	Mult	Amount
Bulletin Fixture Quote		Yes	\$1,774.00	1.00	\$1,774.00
Totals:					\$1,774.00

Job Name: Jackson WWTP
 Job Number: 2043
 Extension Name: Clarifier 13 Light and Recpt

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					<u>\$4,223.83</u>			<u>30.84</u>		<u>100%</u>	<u>100%</u>
CCode: <none>					<u>\$392.00</u>			<u>4.00</u>		<u>9.28%</u>	<u>12.97%</u>
60,222	3/4" Seal Off GRC/PVC	2.00	\$196.00	E	\$392.00	1.50	E	3.00			
60,228	3/4 GRC BEND	4.00	\$0.00	X	\$0.00	25.00	C	1.00			
CCode: <undefined>					<u>\$835.00</u>			<u>4.50</u>		<u>19.77%</u>	<u>14.59%</u>
60,276	120V 3P Contactor	1.00	\$450.00	E	\$450.00	3.00	E	3.00			
60,284	Alum Exp Box 1 1/2 and 3/4	1.00	\$385.00	E	\$385.00	1.50	E	1.50			
CCode: Branch Rough					<u>\$1,472.05</u>			<u>9.54</u>		<u>34.85%</u>	<u>30.94%</u>
1,262	3/4 GRC	10.00	\$615.17	C	\$61.52	6.00	C	0.60	cb		
2,731	3/4 LOCKNUT	2.00	\$127.96	C	\$2.56	0.12	E	0.24	cb		
2,769	3/4 BUSH PLASTIC	1.00	\$158.23	C	\$1.58	0.12	E	0.12	cb		
4,234	3/4 GRC/PVC COATED	60.00	\$1,218.79	C	\$731.27	8.00	C	4.80	cb		
4,532	3/4 GRC/PVC EP FEMALE UNION	2.00	\$142.05	E	\$284.10	0.50	E	1.00	cb		
4,612	3/4 GRC/PVC T BODY	1.00	\$190.40	E	\$190.40	1.00	E	1.00	cb		
5,489	1/2 FLEX WP	5.00	\$194.42	C	\$9.72	4.00	C	0.20	cb		
5,501	1/2 FLEX WP CONN	1.00	\$2,126.91	C	\$21.27	0.15	E	0.15	cb		
5,549	1/2 FLEX WP 90 CONN	1.00	\$3,474.13	C	\$34.74	0.18	E	0.18	cb		
15,297	4/S BOX 1-1/2" DEEP	1.00	\$2,694.84	C	\$26.95	30.00	C	0.30	cb		
15,301	4/S SG MUD RING 5/8"DP	1.00	\$1,720.06	C	\$17.20	15.00	C	0.15	cb		
15,539	3/4 FS BOX 1 GANG	1.00	\$34.75	E	\$34.75	0.70	E	0.70	cb		
15,653	HINGED COVER, FS DUPLEX	1.00	\$55.99	E	\$55.99	0.10	E	0.10	cb		
CCode: Feeder Rough					<u>\$165.62</u>			<u>6.00</u>		<u>3.92%</u>	<u>19.46%</u>
60,272	Eaton Telescoping Pole Mounting	1.00	\$102.00	E	\$102.00	2.50	E	2.50	cf		
60,273	C Type	1.00	\$25.00	E	\$25.00	1.50	E	1.50	cf		
60,275	120v PC	1.00	\$38.62	E	\$38.62	2.00	E	2.00	cf		
CCode: Hangers/Anchors					<u>\$66.07</u>			<u>1.70</u>		<u>1.56%</u>	<u>5.52%</u>
3,315	1/4-20 X 3/4 RH MACH SCREW	8.75	\$6.28	C	\$0.55	2.75	C	0.24	ch		
3,696	1/4 FLAT STL WASHER	8.75	\$282.75	C	\$24.74	0.70	C	0.06	ch		
3,774	1/4 MACHINE BOLT ANCH	8.75	\$27.49	C	\$2.41	16.00	C	1.40	ch		
3,923	BOX SUPPORTS-CLIP ON	1.00	\$290.32	C	\$2.90	0.00	C	0.00	ch		

Job Name: Jackson WWTP

Job Number: 2043

Extension Name: Clarifier 13 Light and Recpt

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
4,990	B900 PLASTI-BOND	4.00	\$886.73	C	\$35.47	0.00	C	0.00	ch		
CCode: Straps					\$580.12			0.35		13.73%	1.13%
3,073	3/4 GRC 1H STL STP	1.25	\$233.39	C	\$2.92	4.00	C	0.05	cs		
4,846	3/4 GRC/PVC 1H STRAP	7.50	\$30.61	E	\$229.58	4.00	C	0.30	cs		
4,872	3/4 GRC/PVC CLAMP BACK	7.50	\$46.35	E	\$347.63	0.00	C	0.00	cs		
CCode: Trim Devices/Plates					\$69.15			0.45		1.64%	1.46%
14,986	1G SS DUPL RECP PLATE	1.00	\$2.90	E	\$2.90	10.00	C	0.10	dt		
15,118	DPLX 5-20R GFCI IV IND HD	1.00	\$66.25	E	\$66.25	35.00	C	0.35	dt		
CCode: Lugs/Termination/Ground					\$0.49			0.84		0.01%	2.72%
5,736	12 GA TERMINATION	4.00	\$0.00	X	\$0.00	0.14	E	0.56	sl		
5,767	20A WIRE TERMINATION	2.00	\$0.00	X	\$0.00	0.14	E	0.28	sl		
5,837	RED 3M WIRE NUT	4.00	\$12.37	C	\$0.49	0.00	C	0.00	sl		
CCode: Branch Wire					\$643.32			3.46		15.23%	11.21%
41	12 THHN CU STRANDED	576.00	\$1,116.88	M	\$643.32	6.00	M	3.46	wb		
					\$4,223.83			30.84			



Wesco Distribution

3440 DUNCKEL RD.
LANSING, MI 48911
517-887-0140

Job: JACKSON WWTP CWSRF 2022 IMPROVMENTS

DATE: 10/16/2023

Attn: TREVOR BULLETIN # 1

PAGES: 1 OF 1

Susan Sulski ssulski@wesco.com

\$ 1,774.00

We are pleased to quote the following:

QTY	MFR	CATALOG NUMBER/DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	RED SKY	RND-45-100-277-4K-H2-CG-GRY-ML-SN25	\$ 440.00	\$ 440.00
		* New nomenclature		
		*Delivery - pending		
		PLUS FREIGHT EST \$80.00		
1	EATON	V65-H-MHK-RTS-A-C-PM5	\$ 1,334.00	\$1,334.00
		*2 - 4 Week lead time		
		** PLUS FREIGHT** EST \$150.00		

Terms: TAX NOT INCLUDED PRICING FRIM FOR 30 DAYS

SPARE MATERIALS LIKE LAMPS, DRIVERS & LENS ARE NOT INCLUDED UNLESS SPECIFIED IN

Note: THE BOM ABOVE.

NOTE: QUANTITIES ARE ONLY APPROXIMATE. EXACT COUNT AND BILL OF MATERIALS IS TO BE

DETERMINED BY THE BUYER. ALL CLERICAL AND STENOGRAPHICAL ERRORS ARE SUBJECT TO CORRECTION.

ACCEPTANCE OF AN ORDER NOT BASED ON ALL ITEMS QUOTED IS UP TO THE DISCRETION OF WESCO. ACCEPTANCE OF AN

Terms: Unless there are different or additional terms and conditions contained in a master agreement that

modify WESCO's Standard Terms, Buyer agrees that this quote and any resulting purchase order will be

governed by WESCO's Terms & Conditions Dated 01/11/07 available at

[HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf)

Which Terms are incorporated herein by reference and made part hereof. Please
contact the Seller identified on this Quote if you require a printed copy.

Susan Sulski

QUOTATIONS



November 14, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #81 Generator Cabinet Conduit Wall Repairs.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Eliminate existing sleeves and tooth in new CMU and brick to patch exterior wall where old generator cabinet was mounted.

Total Cost\$1,757.00

Pricing is firm for 30 days.

Sincerely,

Bob Sweet

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138



Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

October 2, 2023

Mr. Bob Sweet
Allied Mechanical Services, Inc.
5688 E ML Avenue A
Kalamazoo, MI 49048

RE: Jackson WWTP CWSRF 2022 Improvements
Change Request – Demo & Toothing In east face of Blower Bldg.

Dear Mr. Sweet,

Grand River Construction is requesting a change order in the amount of \$1,528.00 to demolish the existing brick & block around the four (4) conduits exiting the east side of the Blower Building & tooth brick and block back in.

Please see the attached back-up.

Sincerely,

GRAND RIVER CONSTRUCTION, INC.

Dave Nyhuis
Project Manager & Estimator

REFERENCE: _____ DATE: 10/2/2023

PROJECT: Jackson WWTP CWSRF Improvements Project

DESCRIPTION: Demo brick & block around four (4) conduits exiting east side of Blower Building. Tooth-in brick
and block.

A. Equipment, Materials, and Supplies

Chipping Hammer 50.00

Subtotal	50.00
Sales Tax 6%	3.00
Overhead 10%	5.30

Material Total 58.30

B. Labor:

Trade	Hours	Rate	
Project Foreman	2.00	\$95.00	190.00
Carpenter	0.00	\$62.19	0.00
Laborer	8.00	\$47.84	382.75
Finisher	0.00	\$60.37	0.00
Operator	0.00	\$78.71	0.00

Subtotal	572.75
Overhead 15%	85.91

Labor Total 658.66

C. Subcontractors

Complete Enclosures 737.00

Subtotal	737.00
Overhead 10%	73.70

Subcontractor Total 810.70

TOTAL A+B+C 1,527.66

TOTAL: 1,528.00

10/2/2023

Change Request 4

PROJECT: Jackson WWTP Sludge Building

TO: Grand River Construction
David Nyhuis

FROM: Keith Davenport
Complete Enclosures, Inc
3651 Toles Rd
Mason, MI 48854

Scope: Replacing 16ea - Brick and 4ea - CMU at removed pipes on east elevation
of Blower Building

	Hours	Rate	Burden (27%)	total
Bricklayer Foreman	0	\$ 56.36	\$ 15.22	\$ -
Bricklayer	4	\$ 54.23	\$ 14.64	\$ 275.49
Laborer	4	\$ 40.51	\$ 10.94	\$ 205.79
				<u>\$ 481.28</u>
Material				
Brick, CMU, Mortar				\$ 80.00
				<u>\$ -</u>
				\$ 80.00
Equipment				
Saw, Hammer Drill,				\$ 80.00
				<u>\$ -</u>
				\$ 80.00
SUBTOTAL				\$ 641.28
Markup 15%				<u>\$ 96.19</u>
TOTAL				<u><u>\$ 737</u></u>

Sincerely,

Keith Davenport
kdavenport@completeenclosures.com
517-881-2918





November 15, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #88 Shorten Blower Discharge Header.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Shorten blower discharge header to accommodate new overhead door installation.

Total Cost\$3,391.00

Pricing is firm for 30 days.

Sincerely,

Bob Sweet

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Cost summary

Date:

11/15/2023

Total Material & Equip

Total Piping Labor

Total OT Premium

Total Sheet Metal Shop

\$2,948.75

Subtotal

15.00%

\$2,948.75

\$3,391.06



January 3, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #61 Overflow Weirs

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Purchase and install Clarifier 1-6 overflow weirs.
- Remove existing slide gate and stem. Frame to remain in place.

Total Cost\$21,188.00

Pricing is firm for 30 days.

Sincerely,

Bob Sweet

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP RFI 61 Overflow Weirs

Date;

1/3/2024

Material	Rate	Hours/Units	Total
			\$7,050.00
Equipment			
Total Material & Equip			\$7,050.00
Labor			
Project Manager	\$108.70	0	\$0.00
Foreman	\$104.35	17	\$1,773.95
Journeyman	\$100.00	96	\$9,600.00
Apprentice	\$88.70		\$0.00
Safety Rep	\$108.70		\$0.00
Total Piping Labor			\$11,373.95
OT Premium			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
Sheet Metal Shop Labor			
Foreman	\$104.35	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$18,423.95
Subcontractors			
Murray Paint			\$0.00
Centennial			\$0.00
Grand River			\$0.00
Total Subcontractors			\$0.00
Subtotal			\$18,423.95
	15.00%		
Total Value of Extra			\$21,187.54



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 30, 2024
SUBJECT: Acceptance of Donation from IST for the Purchase of a Drone

Recommendation:

Approve the City Manager to sign an agreement with Industrial Steel Treating (IST) and to accept a cash donation for the purchase, deployment, and training to create a drone program within the Jackson Fire Department.

Attached is a report from Elmer Hitt, Director of Police and Fire Services, regarding creating a drone program.

I recommend accepting the donation and approving the City Manager to sign the agreement.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: January 30, 2024

RECOMMENDATION: Accept Donation from IST and Approve City Manager to Sign Agreement

ISSUE STATEMENT

Currently, the Jackson Fire Department does not have any type of visible aerial support. Having a clearer picture from above, especially during a structure fire, helps keep first responders safe and allows a more targeted response.

DESCRIBE THE CONSEQUENCES

At a recent commercial structure fire, firefighters from several fire departments were deployed into the City of Jackson for mutual aid. This structure fire was active for multiple days, as embers in different areas of the structure continued to re-ignite. Having a drone equipped with infrared and video technology allows real-time information to be streamed to the Incident Commander making decisions on how to best deploy resources. This information is paramount to keeping staff and the community safe. Drone technology would also be useful during natural disasters, hazardous materials spills, large scale accidents, and searches for missing persons.

OWNERSHIP

Drone technology has been available for many years, however other items have been deemed of greater importance in previous budget years.

SOLUTION

Industrial Steel Treating (IST) has offered a generous donation of \$10,000 for the purchase of a drone, as well as training and travel costs for two firefighters to become certified drone operators. The attached agreement between the City of Jackson and IST will ensure both parties are protected and that the drone project is completed appropriately.

FACILITATE IMPLEMENTATION

I recommend accepting the donation from IST and approving the City Manager to sign the agreement.

ATTACHMENTS

1. 01-30-24 - Drone Project Agreement

DONATION AGREEMENT

This Donation Agreement (the “Agreement”) for funds to be used to acquire a drone and requisite training is effective upon the Effective Date (defined below), between Industrial Steel Treating Co., whose address is 613 Carroll Avenue, Jackson, Michigan 49202 (“Donor”) and the City of Jackson, a Michigan Municipal Corporation, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201 (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate, and the Donee shall accept, the amount described herein. Donor and Donee may each be referred to as a “Party” and collectively as the “Parties”.

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does agree to provide to Donee, and Donee agrees to accept the total amount of \$8,121.07 under the following terms and conditions:

- A. Donee shall use the donated funds for the exclusive purpose of acquiring a new Autel Robotics EVO II Dual 640T RTK V3 Thermal Drone Enterprise Bundle (the “Drone”) and requisite training;
- B. The Drone will be specifically used by the Jackson Fire Department in multiple emergency scenarios, including, but not limited to, aerial surveillance, rapid response and deployment, search and rescue operations, fire mapping and monitoring, hazmat incident assessment and by the City of Jackson in any other manner consistent with state and federal law.
- C. Training will include a two day course for two members of the Jackson Fire Department to learn how to operate the Drone efficiently and safely, and to become certified and registered with the Federal Aviation Administration.

AGREEMENT

1. DONATION.

- 1.1 **Effective Date.** The date this Agreement is signed by both Parties shall be (the “Effective Date”) of the Agreement.
- 1.2 **Amount.** The amount of the donation shall be \$8,121.07, to be used exclusively by Donee for the purchase of the Drone and related training.
- 1.3 **Donation Receipt.** The Parties acknowledge that Donor has not received anything in exchange for the donation. The Parties agree that this agreement may be used by Donor as a donation receipt for tax purposes. The employer identification number for the City of Jackson is 38-6004701.

2. GENERAL PROVISIONS.

- 2.1 **Entire Agreement.** This Agreement contains the entire Agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the Parties to this Agreement. No addition to or modification of any term or provision shall be effective, unless in writing, signed by both Donor and Donee.

- 2.2 Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.
- 2.3 Governing Law.** The Parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.
- 2.4 Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 2.5 Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument.
- 2.6 No Presumption.** All the Parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as Exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the Party causing the document to be drafted.
- 2.7 Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the Party set forth in this Section:

If to the Donee: City of Jackson
 161 W. Michigan Avenue
 Jackson, MI 49201

If to the Donor: Industrial Steel Treating Co.
 613 Carroll Avenue
 Jackson, MI 49202

DONEE:

DONOR:

CITY OF JACKSON

INDUSTRIAL STEEL TREATING CO.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 30, 2024

SUBJECT: Request to Adopt a Resolution to Apply for RAISE 2024 Discretionary Grant - Page Avenue-Elm Avenue-Washington Avenue Corridor.

Recommendation:

Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2024 Discretionary Grant Program.

Attached is a report and resolution from Jon Dowling, City Engineer, requesting adoption to apply for the Grant outlined above and in the attached report.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: January 30, 2024

RECOMMENDATION: Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2024 Discretionary Grant Program.

ISSUE STATEMENT

Page Avenue is a major thoroughfare coming from east of the City out of Leoni Township. At Elm Avenue, part of the traffic from Page travels south and then west on Washington Avenue to the south side of downtown. Engineering is seeking a way to improve this corridor. The United States Department of Transportation has called for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) projects for fiscal year 2024. The City needs to apply for the grant for roadway improvements on the Page and Washington corridor.

DESCRIBE THE CONSEQUENCES

Washington from Cooper Street to East Avenue was last reconstructed in 1996, and from East Avenue to Elm Avenue was constructed in 1924 and overlaid in 1979. All of Washington from Cooper to Elm has a PASER rating of 2. Elm between Washington and Page Avenue was last reconstructed in 1979 and overlaid in 2003. Elm has a PASER rating of 4. Page from Elm to the east City limits was last reconstructed in 1995 and has a PASER rating of 5.

If no work is performed at this time, the roadways will continue to deteriorate.

The estimated engineering costs for the project to reconstruct Washington from Cooper to Elm, replace the traffic signal at Elm and Page with mast arms, reconstruct Elm from Washington to Page and resurface Page between Elm and the east City limits is \$4,439,194, with a RAISE grant amount of \$3,995,275. The City's share of the estimated construction cost is \$443,919. The City cost will be paid with Major Street Funds.

OWNERSHIP

Engineering is responsible for overseeing construction of the City street system.

SOLUTION

The Page-Elm-Washington corridor project will reconstruct Washington from Cooper to Elm with full depth pavement replacement with new hot mix asphalt and curb and gutter, and reconstruct Elm from Washington to Page with full depth pavement replacement with new hot mix asphalt and curb and gutter. Page from Elm to the east City limits will be resurfaced with a two course mill and fill with hot mix asphalt. The traffic signal at Elm and Page will be modernized with mast arms and new pedestrian signals.

FACILITATE IMPLEMENTATION

Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2024 Discretionary Grant Program.

ATTACHMENTS

1. Engineering Resolution for RAISE Grant App attachment

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to improve the Page Avenue-Elm Avenue-Washington Avenue corridor; and

WHEREAS, the City of Jackson plans to reconstruct Washington Avenue between Cooper Street and Elm Avenue, and Elm Avenue between Washington Avenue and Page Avenue, and resurface Page Avenue between Elm Avenue and the City limits, with traffic signal modernization at Elm Avenue and Page Avenue; and

WHEREAS, the United States Department of Transportation has called for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) projects for fiscal year 2024; and

WHEREAS, the maximum amount of each grant is \$25,000,000; and

WHEREAS, based upon preliminary engineering estimates, the projected project cost is \$4,439,194, with the RAISE grant amount of \$3,995,275; and

WHEREAS, the balance of the estimated construction cost is \$443,919; and

WHEREAS, the City cost will be paid with Major Street Funds; and

WHEREAS, the City agrees to maintain these streets for the service life of the project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Manager on behalf of the City of Jackson an application for the reconstruction of Washington Avenue and Elm Avenue and the resurfacing of Page Avenue with traffic signal modernization at Elm Avenue and Page Avenue under the United States Department of Transportation 2024 RAISE Discretionary Grant Program.

* * * *

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 30th day of January, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 31st day of January, 2024.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk