JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, February 13, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation will be given by Mayor Daniel Mahoney.

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

6. **PUBLIC HEARINGS.**

   A. Public Hearing - MLK Corridor Reimaged Project

   Conduct a public hearing to receive citizen comments on the MLK Corridor Reimagined Project after which adopt a Resolution to approve the road diet on the Martin Luther King, Jr. Drive (MLK) Corridor from South Street to Morrell Street, and authorize the Mayor and City Clerk to execute the appropriate document.

7. **CITIZEN COMMENTS.**

   (3-Minute Limit)

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

   A. Accept and place on file, the City of Jackson's 2023 Annual Report.

   B. MLCC Transfer Ownership License - Multani #1, LLC

9. CONSENT CALENDAR.

Consent Action

A. Minutes of the January 30, 2024 meeting of Jackson City Council.

B. Approval of an off-premises tasting room license and permit for Sandhill Crane Vineyards, LLC.

C. Appointment of Mayor and City Councilmembers to various City Boards, Committees and Commissions.

Approve the Mayor's recommendation for the appointment, reappointment, or confirmation of Mayor and City Councilmembers to various City Boards, Committees and Commissions.

D. Appointment to City Planning Commission

Approve the Mayor's recommendation to appoint David Hammontree to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2026.

E. Resignation from Police Oversight Commission

Accept with regret, the resignation of Leonard Phillips from the Police Oversight Commission, effective immediately.

F. Appointment to Police Oversight Commission

Approve the Mayor's recommendation to appoint David Hammontree to a three-year term on the Police Oversight Commission, beginning immediately and ending on December 31, 2026.

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Boos Recreation Center Construction Project

Approve the Boos Recreation Center Phase Three contract to R.W. Mercer, of Jackson, Michigan for the amount of $545,000.000.

B. Sale of City owned residential property located at 206 W Argyle St

Approve the sale of City owned residential property located at 206 West Argyle Street, to Conrad Hunt for $4000.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make

minor modifications.

C. Engineering Contract Award - MLK Equality Trail Reconstruction Optimist Shelter to West Avenue

Approval of an award for the contract for the MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue project to Anlaan Corporation, Inc. of Grand Haven, Michigan at a cost of $373,431.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

D. Renewal of the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant.

Renew the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant at the cost of $0.041 per gallon, for an estimated annual cost of $260,000

12. CITY COUNCILMEMBER'S COMMENTS.

13. ADJOURNMENT.

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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 13, 2024

SUBJECT: Public Hearing - MLK Corridor Reimaged Project

Recommendation:

Conduct a public hearing to receive citizen comments on the MLK Corridor Reimagined Project after which adopt a Resolution to approve the road diet on the Martin Luther King, Jr. Drive (MLK) Corridor from South Street to Morrell Street, and authorize the Mayor and City Clerk to execute the appropriate document.

Attached is a report from Jon Dowling, City Engineer regarding the subject Resolution.

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

JACKSON
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DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: February 13, 2024

RECOMMENDATION: Adopt a Resolution to approve the road diet on the Martin Luther King, Jr. Drive (MLK) Corridor from South Street to Morrell Street, and authorize the Mayor and City Clerk to execute the appropriate document.

ISSUE STATEMENT

Engineering is proposing to improve the MLK Corridor by right sizing the number of lanes between South Street and Morrell Street with a road diet to go from a three lane cross-section to a two lane cross-section, along with a ten-foot shared use path on the west side, and is seeking City Council approval of the project design concept.

DESCRIBE THE CONSEQUENCES

- If the proposed project is built it will provide:
  - traffic calming
  - reduced pavement area
  - added green space and tree canopy
  - upgraded traffic signals at Prospect Street to a box span configuration with mast arm mounted signals
  - upgraded traffic signal at High Street to a box span configuration with mast arm mounted signals.
- The proposed project has a total cost of $10,821,656 of which $6,785,245 is federal funds and $4,036,411 is City match.
- If the proposed project is not built, the excessive noise and speeding will continue to exist, and the federal funds will go back to the Federal Highway Administration.

OWNERSHIP

- The City Engineer is the Street Administrator for the City and is responsible for the safe and efficient movement of people and motorists following the Complete Streets Policy of the City.

- MLK was built wide for traffic going through the City, leaving a pedestrian un-friendly corridor and a roadway with higher maintenance due to unneeded pavement.

SOLUTION

- A Public Hearing to discuss the road diet was held to meet the federal requirements on January 16, 2024.

- Prior to the project moving to the next phase, Engineering is requesting the attached resolution to approve the road diet on MLK between South Street and Morrell Street be adopted by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate document.

FACILITATE IMPLEMENTATION

Adopt a Resolution to approve the road diet on the Martin Luther King, Jr. Drive (MLK) Corridor from South Street to Morrell Street, and authorize the Mayor and City Clerk to execute the appropriate document.

ATTACHMENTS

1. RESOLUTION road diet MLK

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the roadway for Martin Luther King, Jr. Drive dates as early as 1873; and

WHEREAS, records show the roadway was originally paved in 1914; and

WHEREAS, the most recent reconstruction of the roadway from South Street to Morrell Street was in 1995; and

WHEREAS, the roadway was constructed 43 feet wide with a three lane cross-section along with a parking lane on the east side; and

WHEREAS, the proposed project would have two 12 foot lanes with parking on both sides and a 10 foot shared use path on the west side to comply with the Complete Streets Policy and make the neighborhood more livable and walkable; and

WHEREAS, a road diet to reduce Martin Luther King, Jr. Drive from a three lane cross-section to a two lane cross-section is needed.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the road diet on Martin Luther King, Jr. Drive with a proposed two lane cross-section; and

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

* * * *

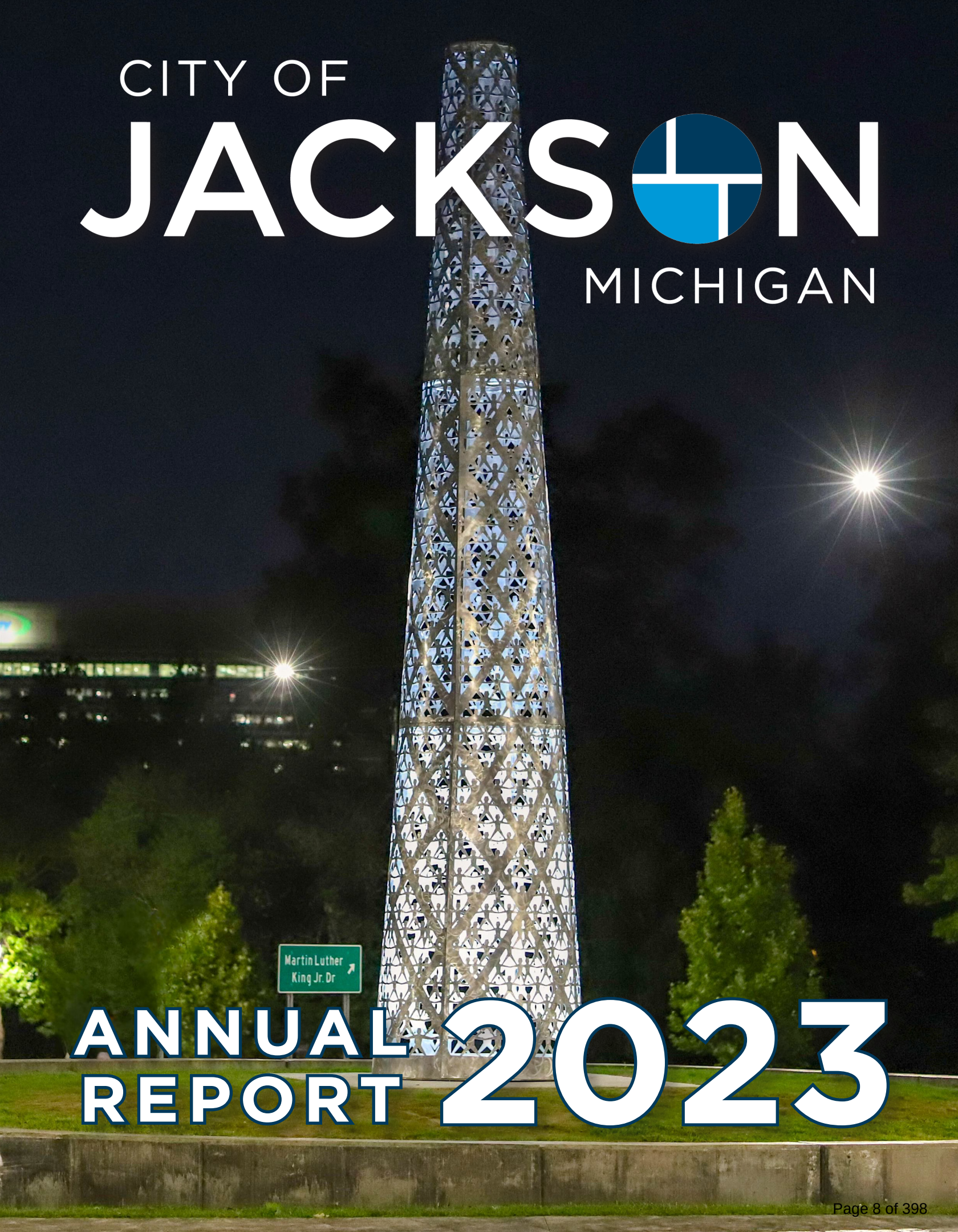
State of Michigan)
County of Jackson)ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 13th day of February, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of February, 2024.

_____
Daniel Mahoney, Mayor

_____
Andrea Muray, City Clerk


CITY OF
JACKSON
MICHIGAN
Martin Luther
King Jr. Dr
ANNUAL
REPORT
2023



A Message from the CITY MANAGER

As we reflect and look back on the past year, it is clear that 2023 was a year of great achievement and progress for our community. Despite the many challenges, we came together and worked towards a common goal of creating a safe, supportive, and inclusive environment for everyone in the City of Jackson.

One of the most notable accomplishments of the year was the launch of the 100 Homes Program. The initiative aims to construct 100 new homes in the City of Jackson by providing $25,000 in down payment assistance and connecting buyers to home builders. Another highlight of 2023 was the successful completion of several major infrastructure projects. These projects not only improved our physical environment, but also created new job opportunities and boosted economic growth. The vibrant and bustling community we have today is a testament to the hard work and dedication of our local leaders and neighbors.

Perhaps the most inspiring achievement of the year was how we came together to support those in need. Whether it was through volunteering, donating, or simply offering a listening ear, our community demonstrated that we are stronger when we work together. As we move forward into the future, we can look back on 2023 with pride and optimism. We proved that when we work together, there is no challenge we cannot overcome. Let us continue to build on the progress we have made, and strive towards an even brighter future for our community.

Jonathan Greene
City Manager

Front cover photo: "Tower of Us/We Rise" sculpture by Maxwell Emcays in the MLK Drive roundabout. Installation was completed in Aug.
Pictured: A spring day in Downtown Jackson along the Grand River.

TREASURER & INCOME TAX

The City of Jackson runs the **TREASURER'S OFFICE** and **INCOME TAX** administration jointly and both are administered by City Treasurer Martin Griffin.

Property taxes, income taxes, water bills, special assessments and parking violations are all paid through the Treasurer's Office. Payments can be made in person, in our drop box, online, or through the U.S. Mail.

The City of Jackson has had an income tax since 1970. All residents with an income of $600 or more, no matter where it was earned, are required to file a tax return each year. The resident tax rate is 1%. All non-residents working inside the City Limits are taxed at a rate of .5% on all wages earned in the City. The income tax filing deadline is April 30 of each year.

Efforts are ongoing to bring all residents into compliance with the Income Tax Act. Assessments, collection agencies and warrants are all measures utilized by the City to collect unpaid or unreported taxes.



Martin Griffin
City Treasurer

CITY CLERK

The **CITY CLERK'S OFFICE** is led by City Clerk Andrea Muray. Functions of the office include business licenses, payments from/to City departments, parking permit administration, custodian of City records, elections, and voter registration. Muray is also the clerk of the City Council. Highlights of the year include:

- Conducted elections in May, Aug. and Nov.
- Additional absentee ballot drop box with security cameras installed at Nixon Park.
- Planned early voting locations inside the City Limits.
- Implemented a permanent absentee ballot voter list.
- Consolidated the number of voting precincts as a cost savings measure.
- Secured updated election equipment.
- Registered 2,601 new voters in 2023, bringing the number of registered voters in the City to 24,395.



Andrea Muray
City Clerk

CITY ASSESSOR

The **ASSESSOR'S OFFICE** is responsible for determining the assessed and taxable value for all property in the City of Jackson. We answer inquiries from residents, property owners, mortgage companies, prospective buyers, business professionals, appraisers and government agencies. We provide information on assessment policies and procedures, lot sizes, lot splits, legal descriptions, owners of land and qualifications for filling of State exemptions.

Additionally, the Assessor's Office tracks and verifies principle residential exemptions, updates property ownership information, creates special assessment rolls, maintains property tax maps, collects and analyzes sale data, defends assessments before the Michigan Tax Tribunal, and maintains a computer assisted mass appraisal system.



Jason Yoakam
City Assessor



Residents enjoy the new Loomis Park playground following its completion in May.

CITY ATTORNEY

The **CITY ATTORNEY'S OFFICE** is a full service law office, delivering a complete range of legal services to the City's elected and appointed officials and departments. The legal department consists of the City Attorney, Matthew Hagerty, two staff attorneys, and two paralegals. The office defends the City against lawsuits; provides legal advice to other City departments; works to resolve citizen complaints; and drafts City ordinances, resolutions, contracts, and real estate documents. The office frequently engages with citizens, businesses, and non-profit entities throughout the City on a multitude of legal topics.



Matthew Hagerty
City Attorney

City Attorney's Office staff handles criminal prosecutions in 12th District Court as well as at the Administrative Hearings Bureau (AHB), which handles zoning and building code violations. Other services include defending the City Assessor's Office in real and personal property tax cases filed with the Michigan Tax Tribunal, administering the City's insurance programs, responding to Freedom of Information Act (FOIA) requests, and providing information and support services to victims of crimes. In 2023, the City Attorney's Office implemented a prosecution software system to increase case efficiency and information access.

The following is a synopsis of some of the matters that were handled in 2023 by the legal department:

- 1,191 criminal cases were prosecuted in the 12th District Court.
- 566 police reports were reviewed for possible criminal charges.
- 263 new zoning, housing, garbage, and other blight-related ordinance violations were prosecuted in the City's AHB.
- 42 insurance claims were processed for incidents ranging from flooding and tree limb damage to malicious destruction of property and vandalism.
- 383 FOIA requests were processed by City Attorney's Office staff.

In addition to the foregoing, the City Attorney's Office represents the City in matters pending in State and federal court and provides counsel to the City's elected representatives and its appointed boards, committees and commissions.

CITY MANAGER

The **CITY MANAGER'S OFFICE** is led by City Manager Jonathan Greene. Appointed by the City Council, the manager oversees all other appointed officials and City departments. Along with maintaining the efficiency of services, this office assists the Mayor and City Council with official business, provides internal and external City communications, manages the sale of City-owned property, and oversees economic development.

The City Manager's Office continued to lead efforts to address homelessness in Jackson. 2023 saw the start of a new homeless shelter and service center at the former T.A. Wilson School facility. Staff worked with community organizations to launch this effort and set up pallet shelters at the site. The shelter was instrumental in providing additional support for Jackson's homeless population.

Employee engagement and teamwork continued to flourish this year. Monthly all-staff Zoom meetings and events built connections amongst City employees. Department leaders participated in Extreme Ownership training from Echelon Front throughout 2023.

Public Information Officer (PIO) Aaron Dimick provided communication services under the direction of the City Manager. During 2023, the City's social media accounts grew to 18,000 Facebook followers, 2,300 Instagram followers and 285 YouTube subscribers. The PIO dispersed 86 news releases to local media outlets and served as the City's primary media contact, representing Jackson in dozens of television, radio, digital media and print interviews. Four seasonal City newsletters were produced and distributed from the PIO office. Dimick maintained the CodeRED mass communication system and provided communication support for multiple emergencies.

DIVERSITY, EQUITY & INCLUSION

The **DEPARTMENT OF DIVERSITY, EQUITY AND INCLUSION (DEI)** made significant strides in advancing the City's commitment to becoming a more diverse, equitable and inclusive organization. DEI oversees four key subsidiaries: the Martin Luther King Corridor Improvement Authority (MLKCIA), the Racial Equity Commission (REC), the Youth Council, and the Employee Diversity Action Team. Highlights from 2023 include:



Racial Equity Commission at the "Creating Spaces for Equity" event.

- Neighborhood Impact presentation from Chief Equity Officer John Willis was presented throughout the year, detailing the long-lasting effects of redlining and urban renewal in Jackson.
- Collaborated with REC and Purchasing Division to revise purchasing policies to include more minority vendors and suppliers.
- Worked with the City Council to allocate nearly $12 million for MLK Corridor redevelopment.
- Landmark year for the MLKCIA. The improvement authority hosted two neighborhood cleanups and two business resource fairs. The MLKCIA Entrepreneurial Fund was established and distributed $250,000 in grants to five local businesses.
- REC secured funding for a comprehensive Racial Equity Audit to identify areas of racial inequity within the City's practices and policies.
- "More Than Talk" event series hosted by REC fostered public engagement and training on unconscious bias, microaggressions and more.
- "Creating Spaces for Equity: Community Outreach Forum" hosted by REC featured a guest speaker with discussion on equity-related topics.
- Under the guidance of Liaison Nacoya Weatherspoon, the Youth Council focused on engaging local youth in politics and policy. Their efforts included an open house dinner and training sessions.
- The Employee Diversity Action Team, comprised of staff from various departments, met monthly to discuss DEI topics, share concerns and engage in educational activities.

HUMAN RESOURCES

The **HUMAN RESOURCES DIVISION (HR)** serves the City's workforce and job-seeking public. The division is responsible for customer service, recruitment, benefits administration, compensation, unemployment and workers' compensation, employee law compliance, and employee and labor relations for the City's four unions and the non-union workforce. 2023 numbers:

- Reviewed 436 applications to hire, promote or transfer 53 full-time employees
- 222 full-time and 10 part-time employees by end of 2023 for a total of 232 City employees
- 30 new hires, 19 promotions and 4 transfers
- 9 terminations, 15 resignations and 5 retirements
- No positions eliminated

Human Resources remained committed to refining citywide HR processes and procedures in 2023. The division continued the implementation of new HR software to better attract and keep talent, streamline work tasks, increase reporting capabilities, and gather employee data. The new software has assisted with boosting communication amongst departments, specifically between in-office and fieldwork staff, furthering employee relations and retention efforts. This year saw HR staff attending 12 service-learning events and one state conference. HR Manager Doria LaPorte became a leader in the local Human Resources field by serving as president-elect of the local Human Resource Management Association. Division staff participated in over 20 hours of Extreme Ownership training along with fellow employees and assisted in the formation of an Extreme Ownership Women's Assembly.

Per the request of the City Council, the division worked with GovHR in 2023 to conduct a Classification and Compensation Study. The study examined salaries and benefits, job evaluation analysis, and the creation of a job classification system for all union and non-union employees. Following the conclusion of the study, recommendations were made by GovHR, and approved by City Council, to correct the classification range for non-union employees below minimum compensation to realign the City's nonunion wage and compensation plan.

HR staff continued their championing of initiatives from the City's Diversity, Equity and Inclusion (DEI) Department by serving on the DEI Committee, along with leading the DEI Internal Policy and Practices Team.



Female employees gather in Horace Blackman Park for a photo to celebrate Women's History Month in March.

COMMUNITY DEVELOPMENT

The **COMMUNITY DEVELOPMENT DEPARTMENT (CD)** is responsible for implementing and enforcing City programs promoting the vision and goals of the City Council.

Community Development is instrumental in the administration of building permits, dangerous building enforcement, building and housing inspections, planning and zoning administration, homeowner rehabilitation, housing code enforcement, Community Development Block Grants (CDBG) and HOME Investment Partnerships (HOME) funds, economic development, and blight ordinance enforcement. CD also provides staffing for the Historic District Commission, Jackson Brownfield Redevelopment Authority, Administrative Hearings Bureau, Planning Commission, Zoning Board of Appeals, Affordable Housing Development Board, and the Building Code Board of Examiners and Appeals.



New single-family home built on E. Ganson Street.

The Building Division is responsible for enforcing the State Construction Code. Building inspectors investigate and prosecute instances of work done without permits or improperly licensed persons performing work. Staff reviews building and site plans, issues permits, conducts inspections, issues certificates of occupancy, enforces sign and zoning ordinances, and condemns dangerous properties throughout the City. During 2023, CD issued 617 building permits with an estimated construction value over $34 million. 626 electrical, 471 mechanical, and 480 plumbing permits were issued and inspected. Staff oversaw the demolition of 17 residential structures, seven garages, and two commercial buildings.

The department's Code Enforcement Officers work closely with property owners to ensure the City is clean and sanitary. During 2023, 2,134 warnings were given to property owners to correct violations without charge. Unfortunately, approximately one-third of the warnings are converted to citations, which do carry a charge between $50 (first offense) and $120 (second and subsequent offenses). Code Enforcement Officers also conduct housing inspections on rental properties. Over 1,250 housing inspections were initiated during 2023, inspecting 3,078 individual living units. The City refunded nearly $50,000 to owners of rental units with no violations at the initial inspection. This was significant increase from previous years thanks to the efforts of the rental property investors.

JACKSON
100 HOMES

In Oct., Community Development launched the 100 Homes Program. This initiative aims to construct 100 new single-family homes on City-owned vacant lots by providing $25,000 in down payment assistance and connecting buyers to home builders. Construction on these homes is set start in 2024. The 100 Homes Program spurred a housing boom, with permits issued for 16 new homes by private builders in the City of Jackson.

The City was also awarded $800,000 in MSHDA Investing in Community Housing (MICH) for new home construction and $250,000 in MI-HOPE funding through MSHDA to expand Jackson's current rehabilitation program.

The City of Jackson is a State-certified Redevelopment Ready Community. To become certified, the City has to demonstrate planning for new investment and reinvestment, identify assets, and focus on limited resources. Redevelopment Ready Communities attract and retain businesses, offer superior customer service, and have a streamlined development approval process.

DOWNTOWN DEVELOPMENT AUTHORITY



St. Patrick's Day crowd celebrates the official launch of the Downtown Jackson Social District.

The **DOWNTOWN DEVELOPMENT AUTHORITY (DDA)** remains unwavering in its dedication to fostering economic growth, enriching the downtown experience, and nurturing community bonds. This commitment has been demonstrated through the expansion and triumph of hallmark events in 2023. Notably, the Cruise In & Concerts garnered record-breaking attendance, Food Truck Tuesdays became a local favorite, and Christmas in the City brought festive joy to all. Despite global challenges, the authority persevered, fortifying these events as platforms for local businesses and artists to thrive.

In March, the DDA launched the Downtown Jackson Social District, featuring the active participation of 11 bars and restaurants. This innovative addition injected a fresh vibrancy into the downtown experience, creating a dynamic social hub. The district allowed participating businesses to sell beverages to customers for enjoyment in the open spaces of Downtown Jackson.

The authority welcomed new Executive Director Beth Kuiper in 2023. Kuiper quickly got to work, spearheading a historical haunted walking tour and introduced a new grant for 2024. The DDA eagerly anticipates her innovative ideas and strategic vision that align with the authority's mission to cultivate growth and prosperity.

Support for downtown businesses remained steadfast this year. The authority continued to offer facade loans/grants, sign grants, and diligently processed special event applications for the City. The remarkable growth of the Grand River Farmers Market in 2023 can be attributed to the dedicated leadership of new Market Manager Dodi Wheeler. Under her guidance, the market tripled in size, showcasing an expanded array of fresh produce, artisanal goods, and unique finds. Wheeler's efforts secured an inside market space at Found Church, transforming it into a year-round destination for both vendors and patrons alike.

JACKSON **DDA**
Downtown Development Authority

PARKS, RECREATION & CEMETERIES

The **PARKS, RECREATION AND CEMETERIES DEPARTMENT** consists of 28 parks, two cemeteries, three recreation facilities, the oldest public golf course in the county and several miles of multi-trail systems.

PARKS: There were several projects throughout the year:

- Completed installation of new playground, pavilion, lights, trail and exercise equipment at Loomis Park.
- Reshaped Optimist Park with new playground, basketball court, parking and sidewalks.
- Planned Boos Recreation Center renovation project.
- Upgraded grass tee area at Golf Learning Center.
- Installed new fountain and landscape at Miniature Golf Course.
- Partnered with People for the Parks and Trails on park cleanups and holiday lights.
- Furthered collaboration with Grow Jackson on their garden at the Howard Woods Recreation Complex.
- Started new Master Plan process.

RECREATION: The Recreation Department provides a variety of athletic, enrichment and special event programs throughout the year for all ages. The department is also the first employment stop for up to 300 local youths and college students. Highlights from the year:

- Partnered with Jackson High School baseball and softball programs to offer camps and leagues at the MLK Recreation Center.
- Continued collaboration with the Jackson YMCA to share lifeguards for the Nixon Water Park.
- Worked with Jackson Public Schools on aquatic programs at the Jackson High School Natatorium.
- Added disc golf, putting, pickleball, volleyball and e-games to summer youth programming.
- Partnered with the Jackson Symphony Orchestra and Jackson School of the Arts on new programs at the MLK Recreation Center.
- Increased participation in Adult Softball League.

TRAILS: The trail system continued to improve:

- Reconstructed section of MLK Equality Trail from W. Prospect Street to S. West Avenue, bringing new 12-foot wide concrete trail surface and new pedestrian crossings.
- Completed installation of 62 LED lights on the MLK Equality Trail from W. Prospect Street to Weatherwax Drive.
- Received grant from Michigan Department of Natural Resources to reconstruct the MLK Equality Trail from the Optimist Rest Shelter to Weatherwax Drive.



Omari Coleman uses slide at new Loomis Park playground.



Youth recreation basketball program.



Residents Evan Hendershot (left) and Ian Wilson (right) use new trail surface and lights on MLK trail.

CEMETERIES: The City of Jackson owns and operates Mt. Evergreen and Woodland Cemeteries. The cemeteries are fully operational and provide burials, marker settings, and operation of maintaining the cemeteries. 2023 numbers:

- 29 cremations
- 43 full burials
- 69 foundations

POLICE

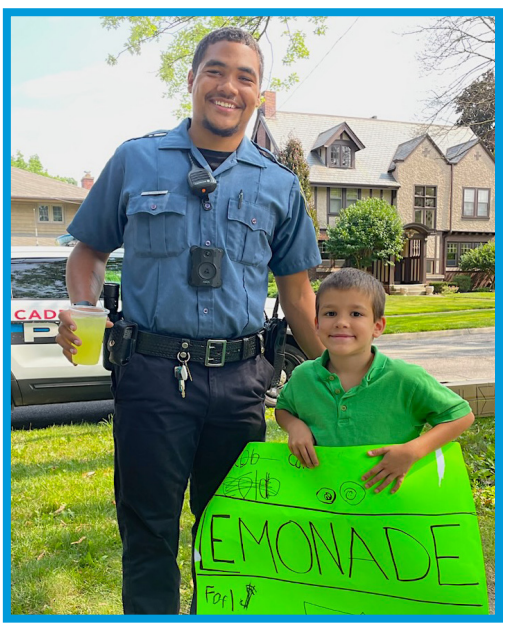
The unwavering commitment to serving the community with respect and dignity was once again displayed by the men and women of the **JACKSON POLICE DEPARTMENT (JPD)** in 2023. Whether it is a patrol officer responding to a 911 call, a detective assigned a new case, or a records clerk fulfilling a citizen's request, doing so with professionalism, compassion, and care is vital. The trust of the community is critical to any law enforcement agency's success and the Jackson Police Department is no exception.



K9 Taz joined the force in 2023 and worked with Officer Autumn Schram.

In order to provide the level of service our citizens deserve, bringing in the future generation of law enforcement officers is constantly ongoing. One way of accomplishing this is through the department's Police Cadet Program. Sherman Smith and Kyle Richardson were hired as cadets in Feb. Cadets work full-time and their responsibilities include noncriminal police reports, parking violations, community presentations, and administrative tasks. While working full-time, cadets are required to take classes at Jackson College towards an associate's degree. The goal of the program is sending a cadet to the police academy to ultimately serve as a police officer for the City of Jackson.

After a 13 year hiatus, JPD was able to provide a school liaison officer again in 2023. Officer David Stallworth completed the school year in June splitting his time between Jackson High School and Middle School at Parkside. This success led to the creation of a second liaison position and Officer Warren Johnson was selected for the special assignment. For the 2023-24 school year, Officer Stallworth is the liaison at Jackson High School and Officer Johnson is serving at Middle School at Parkside. This partnership with Jackson Public Schools is invaluable to creating long-lasting relationships and furthering the safety of students and staff members within the schools.



Police Cadet Sherman Smith visits a local lemonade stand.

This year saw the retirement of K9 Gleeson and a new police dog joining the force. K9 Taz started working with Officer Autumn Schram in June. Schram is JPD's first female K9 handler. Some new and much needed equipment upgrades were made in 2023. Due to the national back order of the Ford Police Interceptor patrol vehicle, JPD had been waiting over two years for new replacement vehicles. The decision was made to cancel the existing orders and purchase Dodge Durango patrol vehicles. A total of nine Durangos were purchased. The department's Axon body-camera and in-car video camera system were both upgraded in 2023 to the latest version. The upgraded technology provides enhanced recording capabilities for evidentiary value while increasing transparency to the community.

In addition to daily law enforcement activities, JPD continued looking for new ways to be engaged. Outreach events in 2023 included an Easter Egg Hunt, National Night Out, Trunk-or-Treat, Thanksgiving Turkey Giveaway, Shop With A Hero, and through partnering with Garcia Laboratory, a Ham Giveaway.

JPD strives to become better than before while keeping the community's needs and interests at the forefront. The members of the Jackson Police Department are committed to making our tomorrow better than yesterday.

FIRE

Throughout 2023, the **JACKSON FIRE DEPARTMENT (JFD)** responded to over 6,000 calls for service, demonstrating readiness to address a wide range of incidents. From medical emergencies to fire incidents and rescue operations, the demand for JFD's resources reached exceptional levels. The ability to respond promptly and efficiently became paramount, testing the resilience and adaptability of our firefighting teams. Dedicated firefighters exhibited exceptional professionalism and skill in handling various situations, ensuring the safety of residents and property.



Deputy Fire Chief Tim Gonzales

The year saw the department successfully navigate and manage several high-profile incidents and complex rescues. From structure fires to hazardous material incidents, firefighters exhibited bravery and expertise, showcasing the strength of operational capabilities.

Continuous training remains a cornerstone of JFD's success. In 2023, personnel participated in rigorous training programs and drills, enhancing their skills and ensuring readiness for any scenario.

Educating the public on fire safety and prevention is a priority for Jackson fire crews. In 2023, JFD conducted numerous public education programs that reached schools, community centers, and local events. These initiatives aimed to empower residents with the knowledge needed to prevent and respond to emergencies effectively. Collaboration with the community is at the heart of JFD's mission. Throughout the year, crews actively participated in community events, fostering positive relationships with residents and local organizations.

Preventing fires is as crucial as responding to them. The department implemented targeted fire prevention campaigns, emphasizing safety measures and providing resources to reduce the risk of fires in homes and businesses. With a focus on community engagement, the new Fire Inspector has actively connected with local businesses and residents. The prevention outreach efforts have not only raised awareness about fire safety but have also fostered positive relationships within the community.

David Wooden retired as Deputy Fire Chief in April after 38 years serving the City of Jackson. Tim Gonzales, a 15 year veteran of JFD, officially stepped into the Deputy Chief role in June.



Jackson fire crews responded to a massive fire at a vacant industrial building on W. North Street in Aug.

FINANCE

The City's **FINANCE DEPARTMENT** plays a crucial role in ensuring the City's financial stability, compliance with regulations, and transparency in financial reporting, as well as supporting the effective functioning of various City services and programs by managing resources responsibly.

Departmental responsibilities include the preparation of budgets, financial statements, and audit schedules. In addition, the department processes payroll, accounts payable, and accounts receivable.

The Finance Department also serves as administrative staff for the City's three pension plans whose net assets currently exceed $104 million. The department also acts in an administrative oversight capacity for the City's Management Information Systems, Purchasing, and Water and Sewer Billing/Public Works fiscal staff. A summary of activity during the year is as follows:

- Processed payroll for 275 full-time and 310 part-time employees for a total payroll of approximately $18.8 million.
- Maintained records for 375 pensioners with benefit payments of over $10.6 million.
- Issued over 5,600 accounts payable checks to vendors totaling approximately $91 million.
- Processed approximately 1,800 invoices for various City charges totaling approximately $5.8 million.

The City of Jackson recently received the "Certificate of Achievement for Excellence in Financial Reporting" for its Comprehensive Annual Financial Report for the fiscal year ending June 30, 2022. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparing State and local government financial reports. To receive the award, a governmental unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report, with contents conforming to program standards. The City has received this award for 31 straight years.

The City has three self-administered pension plans. P.A. 202 of 2017 requires the City to report the funding levels of each plan, as well as the OPEB plan, annually. Funding levels for pension plans under 60% need to demonstrate steps are being taken to improve their respective funding status. As of June 30, 2023, all three of the City pension plans were over the 60% threshold and will not need to further demonstrate the steps taken to improve their funding.

The Finance Department is currently implementing a new system for developing the fiscal year 2024-25 budget document. The new system will improve the efficiency and effectiveness of budgeting, forecasting, and transparency processes at the City. Once adopted, a fully interactive and easily digestible online budget book will be available for internal and external end-users.

Pictured: "Community of Shapes" sculpture by Chris Turner and Doug Jones was installed along S. MLK Drive in July.

FISCAL YEAR
ENDING JUNE 30, 2023

	Revenues	Expenditures
GENERAL FUND	**$31,915,571**	**$31,161,333**
Special Revenue Funds:		
Major Street Fund	17,899,923	18,481,147
Local Street Fund	1,521,377	1,421,575
Ella W. Sharp Park Operating Fund	1,235,523	1,305,278
Affordable Housing	678,325	678,325
Public Improvement Fund	1,353,025	1,501,298
Cortland St. Redevelopment Projects Fund	475,508	499,582
Building Department Fund	553,892	579,599
Housing Code Enforcement Fund	1,753,087	1,131,296
Building Demolitions Fund	212,225	219,399
Drug Law Enforcement Fund	4,818	14,281
Police/Fire Grant Funds-Various	168,450	168,450
SAFER Grant	440,098	440,098
Opioid Settlement	118,176	0
Community Development Block Grant Funds	2,664,462	2,664,462
Community Development HOME Grant	288,294	288,294
American Rescue Plan Act	94,223	94,223
Recreation Activity Fund	298,801	262,143
Recreation Millage Program Fund	685,148	671,801
	$30,445,355	**$30,421,251**
Debt Service Funds:		
City Hall Refunding Debt Service Fund	750,689	714,608
2016/20 Capital Improvement Bond Debt Service Funds	1,777,789	1,777,789
2017 Michigan Transportation Bond Fund	761,889	761,889
DDA TIF Debt Service Funds	2,945,323	2,945,323
BRA TIF Debt Service Funds	1,193,068	1,193,068
Special Assessment Debt Service Fund	161,288	161,288
	$7,590,046	**$7,553,965**
Capital Project Funds:		
Capital Projects Fund	590,644	500,499
Brownfield Redevelopment Authority Fund Downtown	1,932,918	1,843,547
Development Authority Project Fund	3,630,598	2,945,323
MLK Corridor Improvement Authority Project Fund	144,654	144,654
Special Assessment Capital Project Fund	894,886	864,042
	$7,193,700	**$6,298,065**
Enterprise Funds:		
Automobile Parking System Fund	98,918	291,146
Parking Assessment Fund	312,661	325,858
Parking Deck Fund	30,281	281,977
Sewage Fund	9,920,715	5,338,964
Water Fund	16,226,815	9,479,223
	$26,589,390	**$15,717,168**
TOTAL OPERATING FUNDS	**$103,734,062**	**$91,151,782**

NOTES:
- Operating Funds do not include Internal Service, Permanent or Trust & Agency Funds.
- Above amounts include transfers to and from other funds.

PUBLIC WORKS



Lead service line replacement crew from DPW replaces service line at a home on Bates Street in Aug.

The **DEPARTMENT OF PUBLIC WORKS (DPW)** maintains the City of Jackson's infrastructure and provides water and sewer service to the Jackson area.

UTILITY BILLING DIVISION staff sent out 71,028 bills in fiscal year 2022-23 for water and sanitary sewer service for a total amount of $17,674,227.84. **WATER SERVICE** completed 6,357 calls for service. These calls include emergency turn offs, water turn ons, investigations for disruption of service, low pressure, and leaks.

The **WATER TREATMENT PLANT** and **WASTEWATER TREATMENT PLANT** operate 24 hours a day, seven days a week by certified operators and maintenance staff. The Water Treatment Plant treats and softens the drinking water that is supplied to over 50,000 residents and businesses of the City of Jackson and Blackman Township. In 2023, the Water Treatment Plant produced and delivered 2.046 billion gallons of safe drinking water to customers. The water is tested daily in the City's certified testing laboratory in accordance with the Environmental Protection Agency (EPA) and State of Michigan regulations.

The Water Treatment Plant began a $1.5 million comprehensive upgrade of drain lines, lime/soda ash feed lines and variable frequency drives for wells. This project replaces 50-year-old infrastructure that is failing.

The Wastewater Treatment Plant provides service to over 85,000 residents and businesses in the City, surrounding townships, and the State Prison of Southern Michigan. Wastewater coming to the plant in 2023 averaged approximately 11.3 million gallons per day or 4.1 billion gallons treated during the year. Pollutants are removed from the wastewater as it passes through the treatment process, with the clean water returned to the environment through a regulated outfall to the Grand River north of the City Limits.

The Wastewater Plant has two ongoing major projects at the Myrtle Street Lift Station and primary effluent work at the plant. The vast majority of this project is paid for with American Rescue Plan (ARP) funds. The second project is the primary clarifier and electrical equipment project. This effort is being paid for with Clean Water State Revolving Fund (CWSRF) money. It consists of a $11.9 million low interest loan with $2.3 million in principal forgiveness.

The **PUBLIC WORKS MAINTENANCE DIVISION** through the **STREETS, SANITARY SEWERS, WATER DISTRIBUTION SYSTEM, FORESTRY & MOTOR POOL** is responsible for maintaining 100 miles of local streets, 54 miles of major streets, and eight miles of State highway in the City. Maintenance activities include street maintenance and repairs, including 2,234 tons of asphalt patching/padding, snow and ice removal, forestry services, street sign repair, storm water maintenance, as well as sanitary sewer collection system maintenance.

The **WATER DISTRIBUTION** staff is responsible for maintaining 244 miles of water main, 1,670 hydrants and 2,412 valves.

In 2023, crews repaired 25 water main breaks, exercised 132 water main valves, replaced 10 water main valves, repaired 149 hydrants, replaced six hydrants, replaced 30 curb stops, and retired three water mains.

In the fiscal year 2022-23, the **PUBLIC WORKS FISCAL SERVICES DIVISION** continued to seek funds for infrastructure upgrades from State and federal government sources. The DPW secured $16.5 million in funding from grants and a low-interest loan from the State. This funded multiple projects in 2023, such as lead service line and water main replacements, elevated tank improvements, well pump improvements, and treatment plant improvements.

The division aided in obtaining $9.2 million from the EPA for the replacement of new water transmission mains below Hupp and Morrell streets.

Staff also succeeded in obtaining $6.8 million in federal grant funding through the United States Department of Transportation's 2023 RAISE Program for the reconstruction of S. MLK Drive from Morrell Street to South Street.

A major water service expansion project entered the planning phase in 2023. $5 million in federal funds will be used in the coming years to construct a new water main along M-50 to connect Napoleon Township to City of Jackson water.

Allocations of ARP funds from the City Council allowed the department to start replacing some of its aging vehicle and equipment fleet. New plow trucks, loaders and valve trucks were purchased using ARP and City funds.

Leaf collection was a success this year, with DPW crews completing leaf collection on schedule. Two rounds of hydrant flushing were conducted in the spring and fall. The department also assisted with two City Cleanup Day events, which had residents bringing yard waste and household trash to the DPW Operations Center for free disposal.

Lead service line replacements gained traction in 2023, with DPW staff completing 177 lead line replacements and contractors completing nine in street construction projects. 143 of these replacements were paid for with ARP dollars.

DPW crews were busy this year with cleanups after two powerful storms, an ice storm in Feb. and a thunderstorm in Aug. Staff report these were the biggest cleanup operations in decades.

Under a State order, Public Works issued a precautionary Boil Water Advisory in June due to a water treatment plant malfunction. This was the City's first Boil Water Advisory.



Updated water service line installed by DPW.



New plow/salt truck purchased using American Rescue Plan funds.

ENGINEERING



S. Brown Street from W. Michigan Avenue to W. Morrell Street was redesigned with a new pedestrian trail and street surface.

The **ENGINEERING DIVISION** bid and managed 19 projects in 2023 totaling over $15.64 million. Engineering also participated in two projects administered by the Michigan Department of Transportation (MDOT), the Jackson Street and Mechanic Street Railroad Bridges ($32.35 million) and seven traffic signals on Cooper Street. As part of water main projects, the division replaced nine lead service lines.

Construction projects included:

- S. Brown Street: W. Morrell Street to W. Michigan Avenue – new multi-use path with mill and asphalt resurface.
- Wildwood Avenue: S. West Avenue to Steward Avenue – mill and asphalt resurface.
- N. Wisner Street: Wildwood Avenue to W. Ganson Street – mill and asphalt resurface.
- W. North Street: N. Wisner Street to N. West Avenue – asphalt pavement replacement including the intersection of Wisner from 140 feet north of North to 80 feet south of North.
- Trail crossing enhancements – installed perimeter lit flashing LED signs at the trail crossing on W. Prospect Street, and at the intersections of Hickory Avenue at Fourth Street, S. West Avenue at Fourth Street, and Denton Road at Kibby Road.
- MLK Equality Trail: S. West Avenue to W. Prospect Street – upgrade to 12 foot wide concrete trail.
- Steward Avenue at Amtrak Railroad Crossing – replace water main under railroad.
- N. Perrine Street: E. Michigan Avenue to Burr Street – water main, lead service replacement and pavement reconstruction.

Miscellaneous projects included:

- Asphalt patching on S. West Avenue and N. Brown Street, MLK Drive roundabout sculpture installation.

Design projects included:

- Pearl Loop of the north branch water transmission main.
- Hupp-Morrell water transmission main connector.
- Blakely Avenue and Oakridge Drive– street and water main design.
- N. Elm Avenue – pavement replacement.
- High Street – crush and shape.
- Lansing Avenue safety improvements and street design.
- Interceptor sewer rehabilitation engineering.
- MLK Equality Trail construction engineering.

Engineering staff also participated on the Jackson Area Comprehensive Transportation Study Technical and Policy Committees and the University Region Bridge Council.



Construction underway on N. Perrine Street.



MLK Equality Trail reconstruction.



Railroad bridge replacements at N. Mechanic and N. Jackson streets were completed by MDOT in 2023.



Trail crossings were made safer with new pedestrian signals.



Resurfacing project on Wildwood Avenue.

AROUND THE CITY



City officials present a Key to the City to Alro Steel in honor of Al Glick.



Damage on Audubon Boulevard from a Feb. ice storm that left residents without power and meant a large cleanup operation for City staff.



Community Development staff at the National Night Out event in Loomis Park.



A second absentee ballot drop box was placed at Nixon Park ahead of the Nov. election.



Firefighter responds to the W. North Street industrial fire in Aug.

AROUND THE CITY



Volunteers help cleanup S. MLK Drive at an event in May.



Jackson Youth Council poses for a group photo.



Mayor Daniel Mahoney delivers the State of the City Address at the MLK Recreation Center in March.



Director Elmer Hitt at the Ham Giveaway in Dec.



Firefighters Trevor Blankenship (left) and Gavin Warner (right) practice rope rescues at the Blake Building in June.

MAYOR & CITY COUNCIL



Conner Wood
Ward 4



Angelita V. Gunn
Ward 3



Shalanda Hunt
Ward 5



Freddie Dancy
Ward 2



Arlene Robinson
Ward 1



Will Forgrave
Ward 6



Daniel Mahoney
Mayor

Wednesday, February 07, 2024

Multani #1 LLC
Johny Thomas
(johnythomasre@gmail.com)

RID # 2401-00261 **Reference/Transaction:** Transfer Ownership 2023 SDD only with Sunday Sales Permit (AM & PM), from Sandhu Enterprises, Inc.; transfer location (governmental unit) from 8275 Clear Lake Rd, Grass Lake, Waterloo Twp.

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

Applicant/Licensee: Multani #1 LLC

Business address and phone number: 1319 E Michigan Ave, Jackson 49201

Home address and phone number of partner(s)/subordinates:
1. Navjot Randhawa: 3424 Mayapple Ln #32, Jackson 49201 C: (517) 910-3786

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

Lansing District Office (517) 284-6330

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

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

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

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

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

cc: Jackson City clerk (amuray@cityofjackson.org)

CITY COUNCIL MEETING MINUTES

January 30, 2024

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

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

ROLL CALL:

Present: Mayor Daniel Mahoney, 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, City Assessor Jason Yoakam, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, Deputy Fire Chief Tim Gonzales, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A presentation was made by Rehman, LLC regarding the City of Jackson's Audit Report for Fiscal Year Ended June 30, 2023.

PUBLIC HEARINGS:

A. Citizen Comments for Housing and Community Development Needs - Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Annual Action Plan

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to 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 and HOME Investment Partnerships Program funds. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

John King (203 3rd Street), Nicholas Thurston (410 Van Buren Street) spoke regarding housing needs, and Shaquay Selby (133 W. Wilkins) spoke regarding transportation needs during the hearing.

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

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

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to open the public hearing of necessity for Lansing Avenue from Steward Avenue to Clinton Road. Vote was done by voice with all in favor. Motion carried.

Diane Toman (512 Sparks), Michael Roxberry (5027 Brookside Dr), Peter Bormuth (142 W Pearl), and John King (203 3rd) spoke during the hearing. Sandra Taylor, Jennifer Jue, and Robert Collison sent in correspondence on behalf of Calvary Methodist Church (925 Backus).

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to close the public hearing. Vote was done by voice with all in favor. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to approve the resolution ordering the construction and preparation of the special assessment roll. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Gunn, Wood, Hunt, and Forgrave (6). Nays: Councilmember Robinson (1). Motion carried.

C. Hearing of Necessity – Martin Luther King Jr. Drive from South Street to Morrell

Motion was made by Councilmember Robinson, seconded by Councilmember Hunt to open the public hearing of necessity for Martin Luther King Jr. Drive from South Street to Morrell. Vote was done by voice with all in favor. Motion carried.

James Minnick Jr (1207 S MLK Jr Dr), Cathy Moore (1513 S MLK Jr Dr), Brian Mashburn (101 Mitchell), Chelsea Poole (770 Tomlinson), Jimmie Williams (119 W Addison), John King (203 3rd), and Ricky Johnson (906 S MLK Jr Dr) spoke during the hearing. Aaron & Angelina Shutt (1315 S MLK Jr Dr), Dena Morgan, Ellen White (New Macedonia Baptist Church) sent in correspondence.

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

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to approve the MLK necessity resolution. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Gunn, Wood, and Forgrave (5). Nays: Councilmembers Robinson and Hunt (2). Motion carried.

D. Hearing of Confirmation – Special Assessment Roll No. 3441

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to recess as City Council and convene as a Board of Review. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

No comments were made during the public hearing; no correspondence was submitted for the hearing.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to confirm Roll No. 3441. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. Hearing of Confirmation – Special Assessment Roll No. 3442

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to open the public hearing of confirmation on Special Assessment Roll No. 3442 for construction on Blakely from Elm to Orange. Vote was done by voice with all in favor. Motion carried.

Marco Vitale (1607 Blakely) sent in correspondence regarding the confirmation hearing.

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

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve the resolution for the Special Assessment Roll No. 3442. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. Hearing of Confirmation - Special Assessment Roll No. 3443

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to open the public hearing of confirmation for Special Assessment Roll No. 3443. Vote was done by voice with all in favor. Motion carried.

No comments were made during the hearing; no correspondence was submitted.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the resolution for Special Assessment Roll No. 3443. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to adjourn as a Board of Review and reconvene as City Council. Vote was done by voice with all in favor. Motion carried

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION 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

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to accept and place on file the City of Jackson Financial Statements as of and for the five months ended November 30, 2023. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the regular City Council Meeting on December 12, 2023
B. Special Event Application: Blessing of the Bikes
C. Resignation from the Human Relations Commission – Shalanda Hunt
D. Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight - Ganson & Steward
E. Change to the Standard Lighting Contract with Consumers Energy for Removal of a Streetlight at Griswold and Fourth
F. Resignation from Affordable Housing Development Board – Shaunta Patton
G. DDA Non-Profit Organization Resolution
H. Special Event Application: Groundhog Gallop
I. Special Event Application: Fairy Festival
J. Special Event Application: Blizzard Bazaar

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. 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".*

Motion was made by Councilmember Wood, seconded Vice Mayor Dancy to approve the Corrective Action Plan as of June 30, 2023 for "Actual Expenditures Exceeding the Amounts Authorized in the Budget". Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

B. 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2023. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. JNET Interlocal Agreement
Recommendation: *Approve JNET Interlocal Agreement*

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

D. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to 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.

Motion was made by Councilmember Forgrave to, in the interest of time, approve Items (10) D, E, and F as a bundle in one vote. The motion was withdrawn.

Vote was taken on the original motion. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve Change Order 1 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the decreased amount. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Change Order 4 to the HMA Patching contract with Bailey Excavating, Inc. in the increased amount of $3,320.76. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the 2024-2028 Parks and Recreation Department Master Plan and Resolution of Support.

Councilmember Hunt informed the body that she would be abstaining from the vote due to a conflict of interest.

Vote was taken on the motion. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: none. Abstention: Councilmember Hunt. Motion carried.

I. 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.*

Motion was made by Councilmember Gunn, seconded by Councilmember Wood to approve the sale of City owned property located at 600 West Biddle Street to Rehab Your Home, LLC for $6,050.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

J. 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*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve the sale of City owned property located at 1034 Williams Street to Rehab Your Home, LLC for $3,000.00. Vote – Yeas:

Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *Approve the resolution and fee schedule for the fire inspection safety program*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the resolution and fee schedule for the fire inspection safety program. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

L. Approval of proposed rezoning/map amendments.

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.*

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve proposed rezoning/map amendments. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

M. 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 Attorney's office which will cover fiduciary information, necessary insurance and certified architect details.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to Approval for Mary Tallman to raise money to restore and preserve the Dr. William H. Palmer Mausoleum in Woodland Cemetery**.** Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

N. 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.*

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to approve Change Order No. 1 to the Drinking Water State Revolving Fund Fiscal Year 2023 Improvements contract in the increased amount of $41,437.27. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

O. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to grant easements to Jackson County for construction of the Mike Levine Lakelands Trail extension on City-owned parcels. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

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.
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*.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve 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. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: none. Abstention: Hunt (1). Motion carried.

Q. 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve Amendment 1 to the WWTP Culvert Engineering contract with Fishbeck of Grand Rapids, Michigan in the increased amount of $46,200.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy,

Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

R. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the contract award for Blakely Avenue, Elm Avenue to Pleasant Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

S. 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.*

Motion was made by Councilmember Gunn, seconded by Councilmember Wood to approve the contract award for Oakridge Drive from Glen Drive to Grovedale Avenue. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

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.
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.*

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

U. 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.*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve Change Order No. 5 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $39,149.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

V. 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.*

Motion was made by Councilmember Hunt, seconded by Councilmember Gunn to 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. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Hunt (6). Nays: Councilmember Forgrave (1). Motion carried.

W. 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.*

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

CITY COUNCILMEMBER'S COMMENTS:

.

MANAGER'S COMMENTS:

ADJOURNMENT:

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval For Off-Premises Tasting Room License

(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new Off-Premises Tasting Room License application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW OFF-PREMISES TASTING ROOM LICENSE**

to be located at: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
(township, city, village)

council/board at a _____ meeting held on _____
(regular or special) (date)

_____ _____ _____
Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Off-Premises Tasting Room License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Sandhill Crane Vineyards LLC		
Address to be licensed:		
City: Jackson	Zip Code: 49201	
City/township/village where license will be issued: Jackson	County: Jackson	
Contact name: Holly Peterson	Contact phone: (517) 262-5598	Contact email: winemaker@sandhillcranevineyards.com

Check all applicable license types that you hold at your licensed manufacturing premises:

- [X] Small Wine Maker license
- [ ] Wine Maker license
- [ ] Brandy Manufacturer license
- [ ] Small Distiller license
- [ ] Distiller license

You may only sell, give away, and serve wine or spirits at an Off-Premises Tasting Room Licensed location that you manufacture under the licenses you hold at your licensed manufacturing premises.

Part 2 - License, Permit, and Permissions & Fees

License, Permits, Permissions:	Base Fee:	Fee Code MLCC Use Only
[X] Off-Premises Tasting Room License	$100.00	4038
[ ] Sunday Sales Permit (AM)*	$160.00	4033
[ ] Sunday Sales Permit (PM) **	$15.00	4032
[ ] Catering Permit	$100.00	4031
[ ] Dance Permit	No Charge	
[X] Entertainment Permit	No Charge	
[ ] Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
[ ] Extended Hours Permit	No Charge	
Check type(s): ○ Dance ○ Entertainment		
Days/Hours requested: _____		
[ ] Outdoor Service	No Charge	
[ ] Direct Connection(s)	No Charge	

*Sunday Sales Permit (AM) allows the sale of spirits and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of wine on Sunday after 12:00 noon.

A $70.00 inspection fee is required for a new Off-Premises Tasting Room license.

Inspection Fee: (MLCC Fee Code 4036)	70.00
License & Permit Fees:	100.00
TOTAL FEES:	170.00

Make Checks Payable to State of Michigan

Part 3 - Off-Premises Tasting Room License Designation

Pursuant to MLC 436.1536, a licensee may have no more than five (5) Off-Premises Tasting Room Licenses where it may sell and serve full drinks. Any Joint Tasting Room Licenses held by the licensee at other locations that are designated for the sale and service of full drinks also count toward the limit of five (5) locations. A licensee may have an unlimited number of Off-Premises Tasting Room Licenses that sell or give away samples only (3 ounces of wine or 1/2 ounce of spirits or brandy per sample).

You must designate the type of Off-Premises Tasting Room License for which you are applying at this location. Please note that this designation cannot be changed once the license is approved and issued.

Off-Premises Tasting Room License Designation (Select One): [X] **Full Drinks** [ ] **Samples Only**

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 3 - Signature of Applicant

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

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Holly Peterson owner	Holly Peterson	
Print Name of Applicant & Title	Signature of Applicant	Date

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059

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CITY OF JACKSON
Founded 1829

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

MEMO TO: City Councilmembers

FROM: Daniel J. Mahoney, Mayor

DATE: February 13, 2024

SUBJECT: Mayor and City Council Committees, Boards & Commissions

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RECOMMENDATION:

Approve the Mayor's recommendation of appointment, reappointment, and confirmation of Mayor and City Councilmembers to various Boards, Committees and Commissions.

Key: A = Appointment
C = Confirmation
R = Reappointment

TERM ENDING	BOARD, COMMITTEE OR COMMISSION
	City Employee Retirement Pension Board
11/30/26	(C) Mayor Daniel Mahoney – By Virtue of Office
11/30/28	(R) Councilmember Will Forgrave
	City Planning Commission
11/30/26	(C) Mayor Daniel Mahoney – By Virtue of Office
11/30/28	(A) Councilmember Conner Wood – Ex-Officio
	Downtown Development Authority
11/30/28	(R) Councilmember Freddie Dancy
	Economic Development Corporation for County
11/30/28	(A) Councilmember Conner Wood
	Ella W. Sharp Park Board/Parks & Recreation Board
11/30/28	(R) Councilmember Will Forgrave
11/30/26	(R) Mayor Daniel Mahoney
	Emergency Management Advisory Council
11/30/28	(R) Councilmember Freddie Dancy

	Environmental Commission
11/30/28	(R) Councilmember Will Forgrave
	Local Emergency Planning Committee
11/30/28	(R) Councilmember Freddie Dancy
	JACTS Policy Committee
11/30/28	(R) Councilmember Freddie Dancy
	Local Development Finance Authority
6/3/26	(R) Mayor Daniel Mahoney
6/3/28	(A) Councilmember Conner Wood
	Parks & Recreation Commission
11/30/28	(R) Councilmember Will Forgrave
11/30/28	(R) Councilmember Freddie Dancy
	Police & Fire Pension Board (Including Act 245)
11/30/26	(C) Mayor Daniel Mahoney – By Virtue of Office
	Public Arts Commission
5/28/25	(A) Councilmember Angelita Gunn – Ex-Officio
	Medical Marihuana Licensing Review Committee
11/30/26	(R) Mayor Daniel Mahoney
	Region 2 Planning Commission
11/30/28	(A) Councilmember Freddie Dancy
	Jackson County Brownfield Authority
11/30/28	(A) Councilmember Conner Wood
	Jackson County Community Correction Advisory Board
11/30/28	(R) Councilmember Will Forgrave
	Martin Luther King, Jr. Corridor Authority
11/30/26	(R) Mayor Daniel Mahoney
11/30/25	(R) Councilmember Arlene Robinson
	Human Relations Commission Liaison
11/30/25	(R) Councilmember Arlene Robinson
	Racial Equity Commission
11/30/28	(R) Councilmember Freddie Dancy

	Citizen Police Oversight Commission
11/30/25	(A) Councilmember Shalanda Hunt
	Affordable Housing Development Board
11/30/25	(R) Councilmember Angelita Gunn
	Jackson County Land Bank Authority
11/30/28	(A) Councilmember Freddie Dancy

Your consideration and concurrence is appreciated.

DJM:lmm

CITY OF JACKSON
Founded 1829

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: April 13, 2024

SUBJECT: Appointment to the City Planning Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint David Hammontree to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, December 7, 2023 11:39 AM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	David
Last Name	Hammontree
Address	812 S. Durand ST
City	Jackson
State	MI
Zip	49203
Phone Number	219-246-7582
Email	drhjxn@gmail.com
Last four digits of Social Security Number	
Occupation	University Professor
Describe your community involvement.	I currently serve as Vice Chair for the City of Jackson's Racial Equity Commission I currently serve as a Secretary and member of the City of Jackson's Historical District Commission I am a current member of the City of Jackson's Election Commission I am a current member of the County of Jackson Jury Board I was a participant of the 2022 City/County of Jackson Citizens Police Academy I've been involved professionally on the state level service on the Steering Committee for the Liberal Arts Network for Development (LAND) since 2010. I am a Past President of the Michigan Council of Teachers of English, serving with the Executive Committee in various positions from 2009 to 2014.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	15 years
Which board or commission are you interested in? You may choose more than one.	Planning Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I wish to explore service opportunities that may best utilize my background and strengths. The work of the Planning Commission is essential for the City's quality of life. The decisions and recommendations made by the Planning Commission can significantly influence the physical and social fabric of a city. I am eager to become more knowledgeable about and engaged in the work of the Planning Committee. My background in Political Science and my career in public higher education administration give me insight into the complexities of the planning process. What makes the challenges for city planning unique is the need to create and maintain a well-balanced and sustainable urban environment that meets the needs of the community while considering factors such as economic development, environmental impact, and quality of life. I am a strong and inquisitive generalist with a desire to learn. My multidisciplinary background provides me with the ability to

	research and analyze situations and environments with the goal of developing action plans to address complex problems. Having taught, worked, administered, and served in public, private, nonprofit, and for-profit institutions and organizations, I bring a diverse perspective and skill set to the table. I am ready to contribute to the Planning Commission's efforts in enhancing the city's livability and sustainability.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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

Digital Signature	DR Hammontree
Date of Submission	12/07/2023

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From: Leonard Phillips [mailto:leonard@kic.services]
Sent: Thursday, February 1, 2024 1:57 PM
To: Elmer Hitt
Subject: Oversight Commission

It comes with much regret to inform you that I will be resigning from my position as the VP of the Oversight Police Commission effective immediately. It has been a great pleasure serving with you and others on this committee. I hope this committee finds the right people help move it forward. I just do not feel this is the right fit for me at this time. Thank you again for the opportunity to serve with you all.

CITY OF JACKSON
Founded 1829

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: February 13, 2024

SUBJECT: Appointment to Police Oversight Commission

RECOMMENDATION:

> **Approve the Mayor's recommendation to appoint David Hammontree to a three-year term on the Police Oversight Commission, beginning immediately and ending on December 31, 2026.**

It is my recommendation to appoint David Hammontree to the Police Oversight Commission for a term of three years, beginning immediately and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, May 12, 2023 5:43 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	David
Last Name	Hammontree
Address	812 S. Durand St.
City	Jackson
State	MI
Zip	49203
Phone Number	2192467582
Email	drhjxn@gmail.com
Last four digits of Social Security Number	
Occupation	University Associate Professor
Describe your community involvement.	City of Jackson Racial Equity Commission - Vice Chair City of Jackson Elections Commission - Member County of Jackson Jury Board - Member Michigan Liberal Arts Network for Development - Steering Committee Michigan Council of Teachers of English (Past President)
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	13 yrs
Which board or commission are you interested in? You may choose more than one.	Community Police Oversight Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I want to explore service opportunity that may best utilize my strengths. I have an interest in addressing positive community and police relations in the City of Jackson. My professional and academic strengths come in finding some common dominators to various perspectives, challenges, complexities, and concerns with the service, work, and community relations. I hope to be an individual that may bridge a few areas and work toward positive communication and outreach. I am a strong and inquisitive generalist with a desire to learn. My multi-disciplinary background that gives me range to research and analyze situations and environments with the goal of developing action plans addressing complex problems. I have taught, worked, administrated, and served in public, private, nonprofit, and for-profit institutions and organizations.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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

Digital Signature	DR Hammontree
Date of Submission	12 May 2023

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 13, 2024

SUBJECT: Boos Recreation Center Construction Project

Recommendation:

Approve the Boos Recreation Center Phase Three contract to R.W. Mercer, of Jackson, Michigan for the amount of $545,000.000.

The City of Jackson has invested in the Loomis Park and Boos Recreation Center upgrading over the last year. We have built a new HVAC system, playgrounds areas, trails, exercise equipment and a new basketball court. The third phase is to update the Boss recreation facility. We support the lowest bidder on the Boos Center upgrade, R.W. Mercer, for the amount of $545,000.00.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: February 13, 2024

RECOMMENDATION: Approve the Boos Recreation Center Phase Three contract to R.W. Mercer, of Jackson, Michigan for the amount of $545,000.00.

ISSUE STATEMENT

The Boos Recreation Center was originally built and connected to the original skate warming house in the early 1970s, followed by another addition to the basketball court area. The center has a lot of joy for many and has aged with a lot of needs and a community need for more space for meeting and programs. In 2023, we did upgrade the HVAC system, which in the long run will save us a great deal of money on boiler costs. The facility structure is cracking, floors falling apart, bathrooms are original, lights need to be upgraded to LED and the Boos Center gym ceiling needs to be fixed.

DESCRIBE THE CONSEQUENCES

The consequence of not investing the Community Development Block Grant funding in phase three of the Boos Recreation Center is not having an efficient, safe, open and clean facility. The center will be a place where people do not feel welcomed, safe with inadequate bathrooms, lighting, a gym and a fireplace.

OWNERSHIP

The responsibility of this facility has been the Parks and Recreation Department since its construction in 1971. It is also our reposibility to share with you that we need to keep the facility in good condition and considering for the best for the current and future citizens of Jackson. This can only happen through the facility being updated.

SOLUTION

The Parks and Recreation Department with the upgraded facility will be able to work more effectively in caring for the facility and finding problems before they happen. Another important part of this project is the facility becoming more cost-effective, with new lights, heating, cooling, kitchen and overall structure of the building.
Funding for this project:

R.W. Mercer	$497,813	Original and Only Bid
Cost Savings R.W. Mercer	$6,000	Deduction from original
Total Bid	$491,813	
CDBG Funds:	$398,848	Previously approved CDBG funds
ARPA Funds:	$146,152	Contingence/Revenue replacement
Total	$545,000	

FACILITATE IMPLEMENTATION

Approve the Boos Recreation Center Phase Three contract to R.W. Mercer, of Jackson, Michigan for the amount of $545,000.00.

ATTACHMENTS

1. Addendum No 2 - Boos Recreation Center Building Remodel - Phase 3
2. Addendum No. 3 - Boos Center Renovations - Phase 3
3. Addendum No. 4 Boos Recreation Center Building Remodel Phase 3
4. Addendum No. 5 Boos Center Renovations Phase 3
5. BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3 - Addendum No. 1

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

January 4, 2024

ADDENDUM NO. 2

BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

Notice is hereby given that the following additional information and changes shall become part of the specifications of the above referenced contract. You are to acknowledge the addenda on the Proposal Sheet.

1. All RFI's should be submitted to Jason Covalle, jason@covallegrouparchitects.com no later than 10:00 am, Friday, February 2, 2024.

END OF ADDENDUM

ADDITIONAL INFORMATION

1. Liquidated damages are $100 per calendar day and are listed in the bid documents.
2. Pre-bid meeting attendees sheet is attached for your information.
3. To schedule additional site visits, please contact Kelli Hoover at khoover@cityofjackson.org or via cell at 517-358-8541.

Pre-Bid Meeting Attendees

This pre-bid meeting is:

- [x] NOT mandatory
- [ ] MANDATORY

Pre-bid meeting for:

Boos Recreation Center Building Remodel - Phase 3
NAME OF CONTRACT

Thursday, January 4, 2024; 10:00 am
DAY, DATE AND TIME

ALL PEOPLE IN ATTENDANCE OF THE ABOVE MENTIONED PRE-BID MEETING MUST REGISTER BELOW. PLEASE PROVIDE THE INFORMATION REQUESTED.

PLEASE WRITE LEGIBLE.

NAME	COMPANY	PHONE	EMAIL ADDRESS	WE WILL BE BIDDING AS A: GENERAL CONTRACTOR	WE WILL BE BIDDING AS A: SUB-CONTRACTOR
Shelly Allard	City of Jackson	517-788-4020	sallard@cityofjackson.org		
Joe Burtle	PTG	517-902-4127	Joe.burtle@positivetradesgroup.com		✓
Ryan Schonhard	RW Mercer	517-581-5854	ryan.schonhard@rwmercer.com	✓	
Pat Bullinger	Shively-Bound	517 787-5720	SHIVELYPat@tds.net		✓
Brian Boyer	Jones Construction Solutions	517-783-4441	brian@jonesconstructionsolutions.com	✓	
Wayne Krupp	GFL Environmental	517-712-0514	WKrupp@gflenv.com		X
Rob Davis	Safety Systems	517-206-4233	RobDavis@SafetySystems.Net		X

ALL PEOPLE IN ATTENDANCE OF THE ABOVE MENTIONED PRE-BID MEETING MUST REGISTER BELOW. PLEASE PROVIDE THE INFORMATION REQUESTED. PLEASE WRITE LEGIBLE.

NAME	COMPANY	PHONE	EMAIL ADDRESS	WE WILL BE BIDDING AS A: GENERAL CONTRACTOR	WE WILL BE BIDDING AS A: SUB-CONTRACTOR
Brayden Head	Sorensen Gross	810-348-5104	bhead@Sgcompany.com	X	
SHAWN OLGER	DIVERSIFIED STEEL SALES	616-785-9000	solger@dsshowley.com		
Chris Churchill	Johnson Wood, LLC	517-290-4726	chrisc@johnsonwoodllc.com		X
Ken Granger	DST Acoustical	517 318 3998	Kengranger@dstacoustical.com		X
TOBY JONES	JONES CONSTRUCTION	517.748.1888	toby@jonesconstructionsolutions.com	X	
ERIC SLAUGH	ADRIAN COATINGS CO	517-392-2114	adriancoatings@gmail.com		X
Justin Carlisle	Wiltse Electric	313-304-1300	wesijason D yahoo.com		X
MATT HILL	COCHRAN ELECTRIC	517 784-7106	matt@cochranelectric.com		X
Carter Vandlen	Laux Construction	517-694-0117	Estimating@Lauxconstruction.com	X	

CITY OF JACKSON
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Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

January 24, 2024

ADDENDUM NO. 3

BOOS CENTER RENOVATIONS - PHASE 3

Notice is hereby given that the following additional information and changes shall become part of the specifications of the above referenced contract. You are to acknowledge the addenda on the Proposal Sheet.

Please see attached information.

END OF ADDENDUM

January 23, 2024

Boos Recreation Center Building Remodel

Project #2282

COVALLE GROUP ARCHITECTS | PLLC

covallegrouparchitects.com

jason@covallegrouparchitects.com

P | 517.788.6180

C | 517.740.5033

ADDENDUM 3

CLARIFICATIONS AND QUESTIONS RECEIVED TO DATE

1. Include in the base bid an allowance of $4,000 for permits. Actual cost will be adjusted in the form of a change order.

Questions and answers received to date:

1. Question: *What are the specifications or requirements for the FRP doors (manufacturer, model, finish, etc)?*

   Answer: Special-Lite AF-220 sandstone finish or equal.

2. Question: *Does the City have any specific hardware requirements? If not, Hager mid-grade or equal?*

   Answer: Hager mid-grade or equal is acceptable

3. Question: *I don't see any cameras on the plan. The City has been having us hold allowances for cameras on recent projects. Can you verify that we don't need to hold anything for cameras?*

   Answer: Provide an allowance of $4,000 for camera rough in.

4. Question: *Owner to be responsible for any and all data cabling?*

   Answer: Correct

5. Question: *Will there be any requirements to protect the gym floor? Layer of ramboard with plywood.*

   Answer: The contractor will be responsible for protecting the existing gym floor for the entirety of the project. Means and methods by general contractor.

6. Question: *The plumbing drawings call for new 1" irrigation service. Is this part of the project?*

Answer: Disregard the work note for providing an irrigation service. This will not be included in the work scope

7. Question: *There are existing 1 ¼" conduit feeds on the north wall of the existing boiler room. Those feed the new site lighting. It is either going to need to be raised just to the underside of the beam or we will need to fur out the entire north wall in both women's 108 and men's 109 bathrooms.?*

   Answer: Raise the existing conduits to the underside of the beam.

8. Question: *This is in regards to the new cmu wall infill on the north wall of the demo building area. Do we need to just infill the cmu or the brick veneer also? If brick veneer, does this need to be toothed in? Some of the brick veneer is painted. Does this mean the remaining brick needs to be painted?*

   Answer: Just plan on infilling the wall with cmu. That wall will be part of a future addition.

9. Question: *As equal request for Sloan/T&S Brass/Acorn/Jr Smith vs. specified product*

   Answer: Approved. But note the water closet carrier must fit with the 18" chase. Means that a 2" nipple must be available, or the standard 4" nipple be cut down in the field.

10. Question: *Question was raised about the spray on insulation at the gym ceiling. The contractor is responsible for all abatement per the demo notes. The ACM report issued along with the initial RFP documents does not include data on the insulation. Can you please confirm that this area was sampled with a "no ACM present" result?*

    Answer: See attached revised ACM report by Red Cedar Consulting dated January 18, 2024.

End of Addendum

Attachments:

1. Revised ACM report by Red Cedar Consulting dated January 18, 2024.

P.O. Box 13216
Lansing, MI 48901
Phone: 888.449.4566
Fax: 888.448.8739
www.redcedarconsulting.net

Original Report: December 13, 2023
Revised Report: January 18, 2024

Mr. Brian Taylor
City of Jackson
Community Development Department
Jackson, MI 49202

RE: Asbestos Containing Material Inspection
210 Gilbert St., Jackson, MI 49201
Parcel ID: Boos Center

Dear Mr. Taylor:

Red Cedar Consulting has completed an asbestos-containing material (ACM) inspection at 210 Gilbert St. Jackson, Michigan (Subject Property). This inspection was completed at the request of the City of Jackson comply with the United States Environmental Protection Agency (USEPA) requirements for demolition and renovation set forth under the National Emissions Standards for Hazardous Air Pollutants (NESHAP, 40 CFR Part 61). This inspection was also completed to comply with the Occupational Safety and Health Administration (OSHA) Asbestos Standards for Construction (29 CFR 1926.1101) which limits employee exposure to asbestos.

SUBJECT PROPERTY

The Subject Property is comprised of a municipal parcel which contains a recreational building referred to as the Boos Center (the Building) constructed in an unknown year. A portion of the building is undergoing renovation/demolition activities and an asbestos survey was completed prior to commencement of this work.

VISUAL INSPECTION AND SAMPLING

Asbestos Containing Materials Inspection

Mr. Jeff Cain of Red Cedar Consulting (Red Cedar), an accredited State Of Michigan/EPA Asbestos Building Inspector (Accreditation Number A14057) whom completed training per the Michigan Asbestos Workers Accreditation Act 440 completed an inspection of the Subject Property on October 24, 2023 for suspected asbestos containing building materials. Additional inspection work was completed on 1-19-24 to verify additional suspect materials.

This inspection, and subsequent sample collection was completed in accordance with the USEPA Asbestos Hazard Emergency Response Act (AHERA) (40 CFR Part 763) assessment and sampling protocol.

During the completion of the inspection, each area of the Subject Property was visually inspected for asbestos containing building materials (ACBM). Following the completion of the visual inspection, Red Cedar staff identified each suspect area of friable and non-friable ACBM and sorted them into one of three homogenous categories for sampling purposes. AHERA defines friable as a material that when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. A homogenous area is defined by OSHA as an area of surfacing, thermal system insulation (TSI) or miscellaneous material that is uniform in color and texture. Surfacing materials are most commonly found in sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members. TSI refers to materials applied to pipes, fittings, boilers, ductwork, or other components to prevent heat loss or gain, or condensation. Any material that does not fall under the surfacing or TSI category, such as floor tile, drywall, and acoustical ceiling tile are placed into the miscellaneous materials category.

Following the completion of the visual inspection, Red Cedar staff identified the following materials as suspect ACBM:

- Cinder Block with Grout
- Roofing Materials
- Tar Paper
- Roof Trim Caulk
- Window Trim Caulk
- Door Trim Caulk
- Spray Foam
- 12”x12” Vinyl Floor Tile
- 2’x4’ Ceiling Tile
- Drywall with Mud
- Mud Fittings
- Boiler Insulation
- 4” Cove Base
- Stair Tread
- 9”x9” Vinyl Floor Tile
- Mud Fireproofing

Red Cedar staff collected forty-six samples of suspect ACBM separated into twenty-one distinct homogenous groups for laboratory analysis. Samples were collected and submitted to APEX Research Inc. Laboratories (APEX) (Accreditation Number 102118-0) for laboratory analysis. Analysis was completed utilizing polarized light microscopy (PLM) which is the Environmental Protection Agency (EPA) approved method for analysis of bulk materials for asbestos. PLM analysis completed pursuant to method (EPA 600/M4-82-020) identifies asbestos fiber bundles by the visual properties displayed when the sample is treated with various dispersion staining liquids. The laboratory report completed following the sample analysis indicates if asbestos is present, and at what percentage along with a description and percentage of other fibrous and non-fibrous materials and sample color. Chain-of-custody documentation was followed from sample collection through shipping and receiving of the samples at the designated laboratory. The documentation assures that samples will meet the quality assurance/quality control

measures defined by AHERA. The laboratory analytical report prepared by APEX for the forty-six samples is included as Attachment A.

INSPECTION RESULTS AND RECOMMENDATIONS

During the completion of the asbestos inspection, forty-six samples of suspect ACM were collected and are documented in Table 1 along with the Red Cedar sample number, description, friability, material type, ACM classification, sample location, material quantity and laboratory analytical results. A Site Diagram was prepared which provides the general building layout and sample locations and is included as Attachment B.

ACM, as defined by the USEPA NESHAP is "any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 Section 1, Polarized Light Microscopy".

Friable ACM is defined by NESHAP as any material containing more than 1 percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Friable ACM is a concern due to the ease of unintentionally disturbing the ACM which may result in "visible emissions" which is known as a Fiber Release Episode.

Non-friable asbestos-containing material is defined as "material containing more than 1 percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable ACMs are separated into Category I and Category II ACM. Category I ACM is any asbestos containing packing's, gaskets, resilient floor coverings (vinyl floor tile and linoleum are examples of these) and asphalt roofing products. Category II ACM is stated by NESHAP as any material excluding Category I non-friable ACM such as drywall, plaster or fiberboard insulation.

Presumed Asbestos Containing Material

Presumed Asbestos Containing Materials (PACM) are suspect surfacing, TSI and miscellaneous materials found in buildings constructed prior to 1980 which are classified as and due to the age of the structure, are assumed to be ACM and do not require sample collection and analysis. OSHA dictates that PACM may be "rebutted" following a complete inspection pursuant to AHERA protocol.

No PACM was identified during the completion of this inspection. All suspect materials identified were sampled and analyzed for ACM.

Table 2 lists the location, material description, friability, condition, material type (surfacing, thermal or miscellaneous) and approximate quantity of all PACM documented at the Subject Property.

Table 3 provides a summary all ACM documented at the Subject Property which includes the material location, description, and approximate quantity.

Friable ACM's

No friable ACM's were identified during the completion of this inspection.

Category I ACM

Three types of resilient floor covering (Brown 9"x9" Vinyl Floor Tile with Mastic, Beige Mottled 9x9 VFT and White 9x9 VFT with Streaks with Mastic) located within the Building was found to contain up to 5% Chrysotile asbestos. The assessment to quantify the extent of this material identified approximately 1,361 sq. ft. of this material within the Building.

Category II ACM

No Category II non-friable ACM was identified during the completion of this inspection.

RECOMMENDATIONS

Asbestos Containing Materials

The Category I resilient floor coverings (Brown 9"x9" Vinyl Floor Tile with Mastic, Beige Mottled 9x9 VFT and White 9x9 VFT with Streaks with Mastic) are non-friable ACM's that may be left in place as long as the demolition/renovation activities are completed following the OSHA Asbestos Standards for Construction (29 CFR 1926.1101) which limits employee exposure to asbestos.

Please note: The location of samples obtained during this inspection were in a random fashion and areas that were not identified during this inspection may be damaged or have become damaged since the inspection was completed. If Category I or Category II friable materials are discovered prior to or during the demolition/renovation process, these materials must be abated prior to commencement of any demolition/renovation activities at the Subject Property.

REGULATORY REQUIREMENTS

A Notification of intent to Renovate/Demolish form must be filed with the Michigan Department of Environmental Quality- Air Quality Division at least 10 working days prior to any renovation or demolition activities at a site.

The Notification of Intent to Renovate/Demolish form must also be completed and submitted to the MIOSHA-Asbestos Program whenever demolition, encapsulation and/or renovation activities at a site involving greater than ten lineal feet and/or fifteen square feet of ACM will be completed.

Regulated asbestos containing materials per NESHAP (40 CFR Part 61) which falls into any of the following categories are ACM's that must be removed prior to any renovation/demolition activities at the Subject Property.

- Friable asbestos material.
- Category I non-friable ACM that has become friable.
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading.
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation or demolition operations.

Asbestos abatement should only be performed by a certified asbestos abatement contractor licensed to complete abatement work. The contractor must also follow the standards and requirements set forth per the OSHA Asbestos Standards for Construction (29 CFR 1926.1101) and the USEPA NESHAP (40 CFR Part 61).

Additional information regarding the OSHA Asbestos Standards for Construction (29 CFR 1926.1101) and the USEPA NESHAP (40 CFR Part 61) can be obtained by contacting the associated agency below.

NESHAP Asbestos Program
Department of Environmental Quality
Phone: 517-284-6777

MIOSHA-CSHD-Asbestos Program
State of Michigan
Phone: 517-284-7680
Email: asbestos@michigan.gov

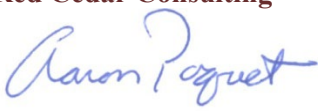
DISCLAIMER

Red Cedar Consulting performed destructive testing methods in an attempt to access and inspect all areas of the Building. Unfortunately, due to the age of construction along with multiple additions/renovations that may have been completed on the Building, additional inspections may be required if suspect ACM material not documented within this report is encountered during renovation/demolition activities.

This report was prepared at the request and for exclusive use by the City of Jackson and may not be reproduced or sold without written permission from Red Cedar Consulting.

We appreciate the opportunity to provide the requested services. Please contact us at (888) 449-4566 with any questions or concerns.

Sincerely,
Red Cedar Consulting



Aaron Paquet
Michigan/EPA Certified Asbestos Building Inspector
(A30955)

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Attachment A

APEX Research Laboratory Analytical Results

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St., Jackson, MI 49201

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 23-107077
Date Collected: 10/24/23
Date Received: 10/26/23
Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 01 Cust. #: GS-HM-01A Material: Red Block Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 01a Cust. #: GS-HM-01A Material: Grout/Mortar Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 02 Cust. #: GS-HM-01B Material: Red Block Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

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Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 02a Cust. #: GS-HM-01B Material: Grout/Mortar Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 03 Cust. #: GS-HM-02A Material: Roofing #1 Location: Appearance: black,fibrous,homogenous Layer: 1 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 03a Cust. #: GS-HM-02A Material: Roofing #2 Location: Appearance: black,fibrous,homogenous Layer: 2 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 23-107077
Date Collected: 10/24/23
Date Received: 10/26/23
Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 03b Cust. #: GS-HM-02A Material: Roofing #3 Location: Appearance: black,fibrous,homogenous Layer: 3 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 03c Cust. #: GS-HM-02A Material: Roofing #4 Location: Appearance: black,fibrous,homogenous Layer: 4 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 03D Cust. #: GS-HM-02A Material: Tar Paper Location: Appearance: black,fibrous,nonhomogenous Layer: 5 of 5	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 20% Fiberglass - 10% Other - 70%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis

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Project: 210 Gilbert St., Jackson, MI 49201

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 23-107077
Date Collected: 10/24/23
Date Received: 10/26/23
Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 04 Cust. #: GS-HM-02B Material: Roofing #1 Location: Appearance: black,fibrous,homogenous Layer: 1 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 04a Cust. #: GS-HM-02B Material: Roofing #2 Location: Appearance: black,fibrous,homogenous Layer: 2 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 04b Cust. #: GS-HM-02B Material: Roofing #3 Location: Appearance: black,fibrous,homogenous Layer: 3 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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ARI Report # 23-107077
Date Collected: 10/24/23
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Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 04c Cust. #: GS-HM-02B Material: Roofing #4 Location: Appearance: black,fibrous,homogenous Layer: 4 of 5	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 15% Other - 85%
Lab ID #: 107077 - 04d Cust. #: GS-HM-02B Material: Tar Paper Location: Appearance: black,fibrous,nonhomogenous Layer: 5 of 5	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 20% Fiberglass - 10% Other - 70%
Lab ID #: 107077 - 05 Cust. #: GS-HM-03A Material: Roof Trim Caulk Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Lansing, MI 48901

ARI Report # 23-107077
Date Collected: 10/24/23
Date Received: 10/26/23
Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 06 Cust. #: GS-HM-03B Material: Roof Trim Caulk Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 07 Cust. #: GS-HM-04A Material: Window Trim Caulk Location: Basement-1st Floor Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 08 Cust. #: GS-HM-04B Material: Window Trim Caulk Location: Basement-1st Floor Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 09 Cust. #: GS-HM-05A Material: Door Trim Caulk Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 10 Cust. #: GS-HM-05B Material: Door Trim Caulk Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 11 Cust. #: GS-HM-06A Material: Spray Foam Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St., Jackson, MI 49201

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 23-107077
Date Collected: 10/24/23
Date Received: 10/26/23
Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 12 Cust. #: GS-HM-06B Material: Spray Foam Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 13 Cust. #: GS-HM-07A Material: 12"x12" White w/ Streaks VFT Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 13a Cust. #: GS-HM-07A Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 14 Cust. #: GS-HM-07B Material: 12"x12" White w/ Streaks VFT Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 14a Cust. #: GS-HM-07B Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 15 Cust. #: GS-HM-08A Material: Cinderblock Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 15a Cust. #: GS-HM-08A Material: Grout/Mortar Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 16 Cust. #: GS-HM-08B Material: Cinderblock Location: Appearance: beige,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 16a Cust. #: GS-HM-08B Material: Grout/Mortar Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 17 Cust. #: GS-HM-09A Material: 2'x4' White DCT w/ Fissures Location: Appearance: beige,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 35% Mineral Wool - 2% Fiberglass - 30% Other - 33%
Lab ID #: 107077 - 18 Cust. #: GS-HM-09B Material: 2'x4' White DCT w/ Fissures Location: Appearance: beige,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 35% Mineral Wool - 2% Fiberglass - 30% Other - 33%
Lab ID #: 107077 - 19 Cust. #: GS-HM-10A Material: Drywall Location: Appearance: beige,fibrous,nonhomogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 20% Fiberglass - 2% Other - 78%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 19a Cust. #: GS-HM-10A Material: Mud Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 20 Cust. #: GS-HM-10B Material: Drywall Location: Appearance: beige,fibrous,nonhomogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 20% Fiberglass - 2% Other - 78%
Lab ID #: 107077 - 20a Cust. #: GS-HM-10B Material: Mud Location: Appearance: beige,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 21 Cust. #: GS-HM-11A Material: Mud Fittings Location: Appearance: beige,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Mineral Wool - 10% Fiberglass - 35% Other - 55%
Lab ID #: 107077 - 22 Cust. #: GS-HM-11B Material: Mud Fittings Location: Appearance: beige,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Mineral Wool - 10% Fiberglass - 35% Other - 55%
Lab ID #: 107077 - 23 Cust. #: GS-HM-12A Material: Boiler Insulation Location: Appearance: white,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 95% Other - 5%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 24 Cust. #: GS-HM-12B Material: Boiler Insulation Location: Appearance: white,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Fiberglass - 95% Other - 5%
Lab ID #: 107077 - 25 Cust. #: GS-HM-13A Material: Brown 4" Cove Base Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 25a Cust. #: GS-HM-13A Material: Glue Location: Appearance: yellow,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 26 Cust. #: GS-HM-13B Material: Brown 4" Cove Base Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 26a Cust. #: GS-HM-13B Material: Glue Location: Appearance: yellow,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 27 Cust. #: GS-HM-14A Material: Grey 4" Cove Base Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 27a Cust. #: GS-HM-14A Material: Glue Location: Appearance: multi,fibrous,nonhomogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Wollastonite - <1% Other - 100%
Lab ID #: 107077 - 28 Cust. #: GS-HM-14B Material: Grey 4" Cove Base Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 28a Cust. #: GS-HM-14B Material: Glue Location: Appearance: multi,fibrous,nonhomogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Wollastonite - <1% Other - 100%

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 29 Cust. #: GS-HM-15A Material: Brown Stair Tread Location: Appearance: brown,fibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** Chrysotile - <1%	Other - 100%
Lab ID #: 107077 - 29a Cust. #: GS-HM-15A Material: Glue Location: Appearance: yellow,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 30 Cust. #: GS-HM-15B Material: Brown Stair Tread Location: Appearance: brown,fibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** Chrysotile - <1%	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 30a Cust. #: GS-HM-15B Material: Glue Location: Appearance: yellow,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 31 Cust. #: GS-HM-16A Material: Top Mastic Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 31a Cust. #: GS-HM-16A Material: Brown 9"x9" VFT Location: Appearance: brown,fibrous,homogenous Layer: 2 of 3	Asbestos Present: **YES** Chrysotile - 2%	Other - 98%

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 31b Cust. #: GS-HM-16A Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 3 of 3	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 32 Cust. #: GS-HM-16B Material: Top Mastic Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 32a Cust. #: GS-HM-16B Material: Brown 9"x9" VFT Location: Appearance: Layer: 2 of 3	Asbestos Present: NOT ANALYZED	

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Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 32b Cust. #: GS-HM-16B Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 3 of 3	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 107077 - 33 Cust. #: GS-HS-01A Material: Mud Fireproofing Location: Appearance: grey,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Hair - <1% Other - 100%
Lab ID #: 107077 - 34 Cust. #: GS-HS-01B Material: Mud Fireproofing Location: Appearance: grey,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Hair - <1% Other - 100%

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Date Analyzed: 11/01/23
Date Reported: 11/02/23

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 107077 - 35 Cust. #: GS-HS-01C Material: Mud Fireproofing Location: Appearance: grey,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Hair - <1% Other - 100%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

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ARI Report # 24-108276
Date Collected: 01/12/24
Date Received: 01/16/24
Date Analyzed: 01/16/24
Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 01 Cust. #: GS-HM-17A Material: Beige Mottled 9x9 VFT Location: Appearance: beige,fibrous,homogenous Layer: 1 of 2	Asbestos Present: **YES** Chrysotile - 2%	Wollastonite - 5% Other - 93%
Lab ID #: 108276 - 01a Cust. #: GS-HM-17A Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 108276 - 02 Cust. #: GS-HM-17B Material: Beige Mottled 9x9 VFT Location: Appearance: Layer: 1 of 2	Asbestos Present: NOT ANALYZED	

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Robert T. Letarte Jr., Laboratory Director

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ARI Report # 24-108276
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Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 02a Cust. #: GS-HM-17B Material: Mastic Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 108276 - 03 Cust. #: GS-HM-18A Material: Tan Cove Base Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 108276 - 03a Cust. #: GS-HM-18A Material: Mastic Location: Appearance: brown,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St.

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 24-108276
Date Collected: 01/12/24
Date Received: 01/16/24
Date Analyzed: 01/16/24
Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 04 Cust. #: GS-HM-18B Material: Tan Cove Base Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 108276 - 04a Cust. #: GS-HM-18B Material: Mastic Location: Appearance: brown,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: **NO** No Asbestos Observed	Other - 100%
Lab ID #: 108276 - 05 Cust. #: GS-HM-19A Material: White 9x9 VFT w/ Streaks Location: Appearance: beige,fibrous,homogenous Layer: 1 of 2	Asbestos Present: **YES** Chrysotile - 5%	Other - 95%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St.

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 24-108276
Date Collected: 01/12/24
Date Received: 01/16/24
Date Analyzed: 01/16/24
Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 05a Cust. #: GS-HM-19A Material: Mastic Location: Appearance: black,fibrous,homogenous Layer: 2 of 2	Asbestos Present: **YES** Chrysotile - 5%	Other - 95%
Lab ID #: 108276 - 06 Cust. #: GS-HM-19B Material: White 9x9 VFT w/ Streaks Location: Appearance: Layer: 1 of 1	Asbestos Present: NOT ANALYZED	
Lab ID #: 108276 - 07 Cust. #: GS-HS-02A Material: Gym Insulation Location: Appearance: brown,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 90% Other - 10%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St.

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 24-108276
Date Collected: 01/12/24
Date Received: 01/16/24
Date Analyzed: 01/16/24
Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 08 Cust. #: GS-HS-02B Material: Gym Insulation Location: Appearance: brown,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 108276 - 09 Cust. #: GS-HS-02C Material: Gym Insulation Location: Appearance: brown,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 108276 - 10 Cust. #: GS-HS-02D Material: Gym Insulation Location: Appearance: brown,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 90% Other - 10%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 210 Gilbert St.

Report To:
Mr. Aaron Paquet
Red Cedar Consulting
P.O. Box 13216
Lansing, MI 48901

ARI Report # 24-108276
Date Collected: 01/12/24
Date Received: 01/16/24
Date Analyzed: 01/16/24
Date Reported: 01/16/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 108276 - 11 Cust. #: GS-HS-02E Material: Gym Insulation Location: Appearance: brown,fibrous,homogenous Layer: 1 of 1	Asbestos Present: **NO** No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

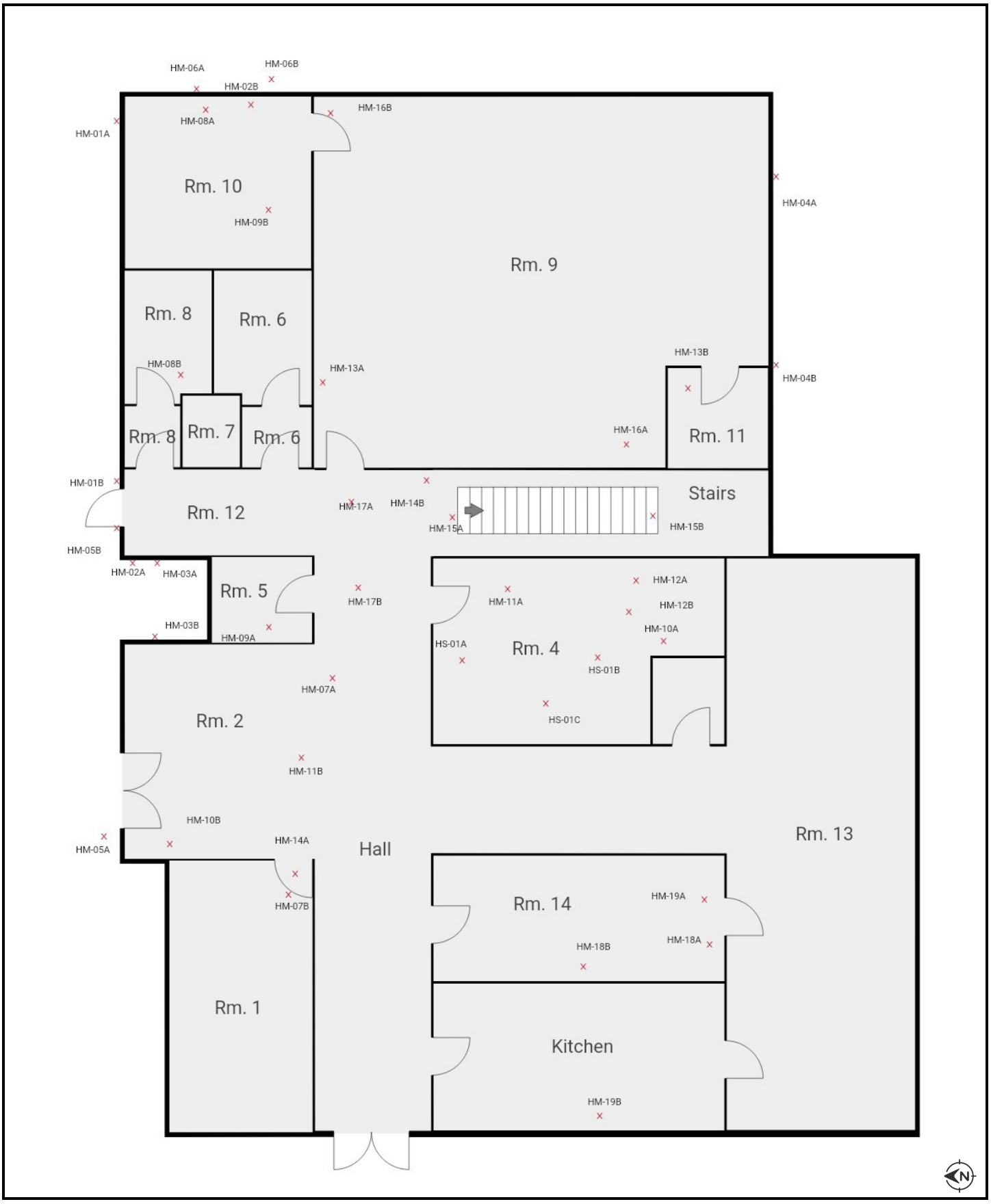
Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.

Attachment B

Figure 1 Site Diagram

Figure 1a Site Diagram

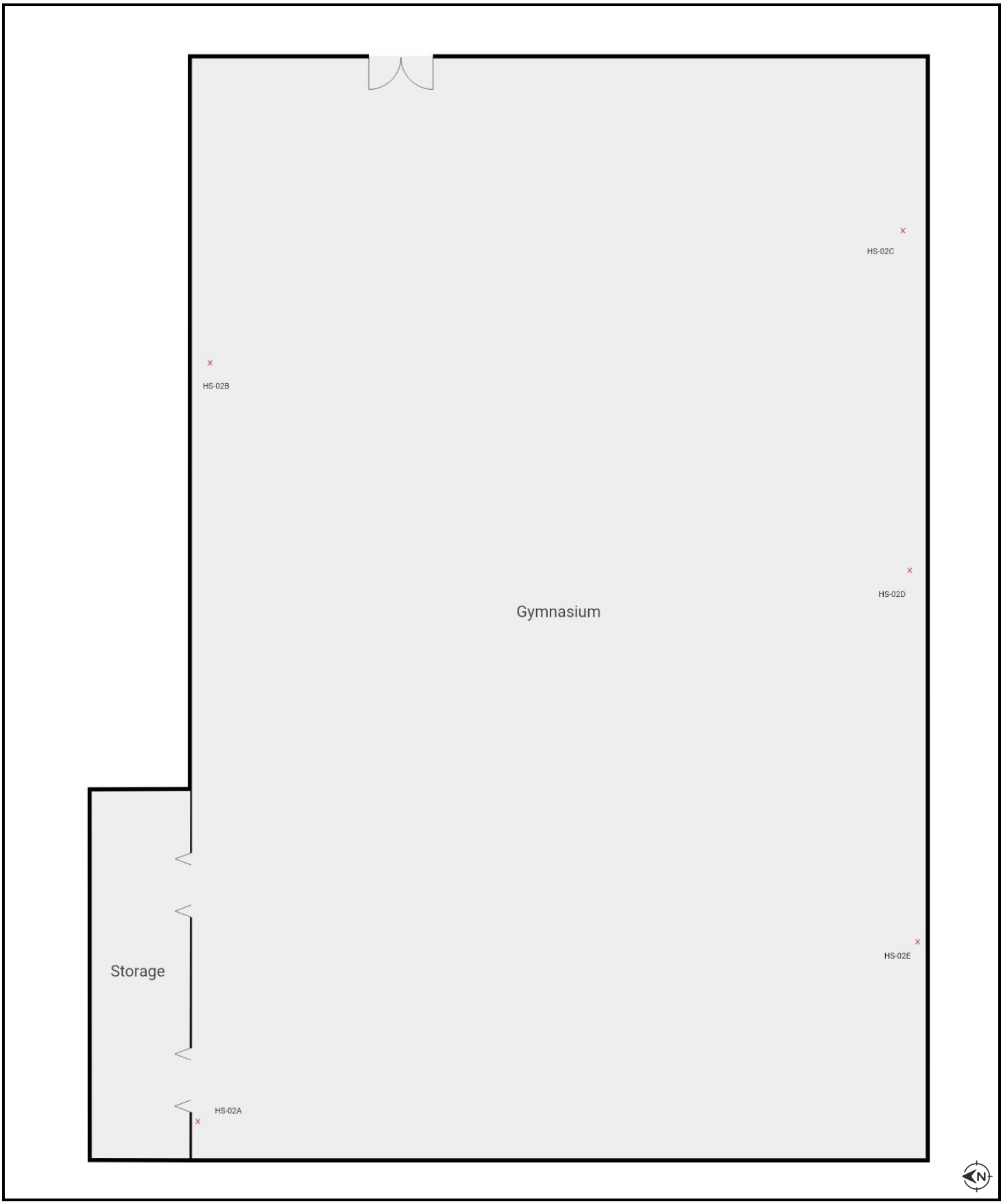


Note: Figure created by Red Cedar Consulting

-Not To Scale-

Asbestos Sample Locations
210 Gilbert St.
Jackson, MI

Figure 1b Site Diagram



Note: Figure created by Red Cedar Consulting

-Not To Scale-

Asbestos Sample Locations
210 Gilbert St.
Jackson, MI

Tables

Table 1 - Summary of Sample Descriptions and Asbestos Laboratory Results, 210 Gilbert St. Jackson, Michigan

Sample Number	Sample Description	Friable	Material Type	Material Classification	% Asbestos Laboratory Result	Sample Location	Approx. Material Quantity
GS-HM-01A	Red Block with Grout	No	M	Category I	ND/ND	Exterior N Wall	NA
GS-HM-01B	Red Block with Grout	No	M	Category I	ND/ND	Exterior E Wall	NA
GS-HM-02A	Roofing with Tar Paper Multilayer	No	M	Category I	ND/ND/ND/ ND/ND	Exterior NW Roof Edge	NA
GS-HM-02B	Roofing with Tar Paper Multilayer	No	M	Category I	ND/ND/ND/ ND/ND	Exterior NE Roof Edge	NA
GS-HM-03A	Roof Trim Caulk	No	M	Category I	ND	Exterior W End	NA
GS-HM-03B	Roof Trim Caulk	No	M	Category I	ND	Exterior W End	NA
GS-HM-04A	Basement-1st Floor Window Trim Caulk	No	M	Category I	ND	Exterior S Side	NA
GS-HM-04B	Basement-1st Floor Window Trim Caulk	No	M	Category I	ND	Exterior S Side	NA
GS-HM-05A	Door Trim Caulk	No	M	Category I	ND	NE Entry	NA
GS-HM-05B	Door Trim Caulk	No	M	Category I	ND	NE Entry	NA
GS-HM-06A	Spray Foam	Yes	M	Category II	ND	Exterior E End	NA
GS-HM-06B	Spray Foam	Yes	M	Category II	ND	Exterior E End	NA
GS-HM-07A	12”x12” White with Streaks Vinyl Floor Tile and Mastic	No	M	Category I	ND/ND	Hallway	NA
GS-HM-07B	12”x12” White with Streaks Vinyl Floor Tile and Mastic	No	M	Category I	ND/ND	Room 1	NA
GS-HM-08A	Cinder Block with Grout	No	M	Category I	ND/ND	Room 10	NA
GS-HM-08B	Cinder Block with Grout	No	M	Category I	ND/ND	Room 8	NA
GS-HM-09A	2’x4’ White Ceiling Tile with Fissures	Yes	M	Category II	ND	Room 5	NA
GS-HM-09B	2’x4’ White Ceiling Tile with Fissures	Yes	M	Category II	ND	Room 10	NA
GS-HM-10A	Drywall with Mud	No	M	Category II	ND/ND	Room 4	NA
GS-HM-10B	Drywall with Mud	No	M	Category II	ND/ND	Room 2	NA
GS-HM-11A	Mud Fittings	No	M	Category I	ND	Room 4	NA
GS-HM-11B	Mud Fittings	No	M	Category I	ND	Basement	NA
GS-HM-12A	Boiler Insulation	Yes	M	Category II	ND	Room 4	NA
GS-HM-12B	Boiler Insulation	Yes	M	Category II	ND	Room 4	NA

Table 1 - Summary of Sample Descriptions and Asbestos Laboratory Results, 210 Gilbert St. Jackson, Michigan

Sample Number	Sample Description	Friable	Material Type	Material Classification	% Asbestos Laboratory Result	Sample Location	Approx. Material Quantity
GS-HM-13A	Brown 4” Cove Base with Glue	No	M	Category I	ND/ND	Room 9	NA
GS-HM-13B	Brown 4” Cove Base with Glue	No	M	Category I	ND/ND	Room 9	NA
GS-HM-14A	Grey 4” Cove Base with Glue	No	M	Category I	ND/ND	Hallway	NA
GS-HM-14B	Grey 4” Cove Base with Glue	No	M	Category I	ND/ND	Room 1	NA
GS-HM-15A	Brown Stair Tread with Glue	No	M	Category I	ND/ND	Stairway	NA
GS-HM-15B	Brown Stair Tread with Glue	No	M	Category I	ND/ND	Stairway	NA
GS-HM-16A	Brown 9”x9” Vinyl Floor Tile with Mastic	No	M	Category I	ND/2%CH/ND	Room 9	881 sq. ft.
GS-HM-16B	Brown 9”x9” Vinyl Floor Tile with Mastic	No	M	Category I	ND/NA/ND	Room 9	NA
GS-HM-17A	Beige Mottled 9x9 VFT	No	M	Category I	2% CH/ND	Basement Stairwell Rm.	100 sq. ft.
GS-HM-17B	Beige Mottled 9x9 VFT	No	M	Category I	NA/ND	Basement Stairwell Rm.	NA
GS-HM-18A	Tan Cove Base/Mastic	No	M	Category II	ND/ND	Room 14	NA
GS-HM-18B	Tan Cove Base/Mastic	No	M	Category II	ND/ND	Room 14	NA
GS-HM-19A	White 9x9 VFT with Streaks	No	M	Category I	5% CH/5% CH	Room 14	380 sq. ft.
GS-HM-19B	White 9x9 VFT with Streaks	No	M	Category I	NA/NA	Kitchen	NA
GS-HS-01A	Mud Fireproofing	No	S	Category II	ND	Room 4	NA
GS-HS-01B	Mud Fireproofing	No	S	Category II	ND	Room 4	NA
GS-HS-01C	Mud Fireproofing	No	S	Category II	ND	Room 4	NA
GS-HS-02A	Spray on Insulation	Yes	S	Category II	ND	Gym	NA
GS-HS-02B	Spray on Insulation	Yes	S	Category II	ND	Gym	NA
GS-HS-02C	Spray on Insulation	Yes	S	Category II	ND	Gym	NA
GS-HS-02D	Spray on Insulation	Yes	S	Category II	ND	Gym	NA
GS-HS-02E	Spray on Insulation	Yes	S	Category II	ND	Gym	NA

Notes:

Material Types

M = Miscellaneous building material
TSI = Thermal System Insulation
S = Surfacing Material

Abbreviations

NQ = Not quantified
NA = Not Analyzed
ND = Not detected. Laboratory result is less than 1 % asbestos

Table 1 - Summary of Sample Descriptions and Asbestos Laboratory Results, 210 Gilbert St. Jackson, Michigan

PC = Point Count Analysis
CH = Chrysotile Asbestos
lin. ft. = linear feet
sq. ft. = square feet

Asbestos Containing Material (ACM) is defined as any material containing more than 1 percent asbestos as determined utilizing Polarized Light Microscopy.

Table 2 - Summary of Presumed Asbestos Containing Materials, 210 Gilbert St. Jackson, Michigan

Asbestos Containing Material Description and Location					
Location	**Material Description**	**Friable**	**Condition**	**Material Type**	**Approx. Quantity**
No Presumed Asbestos Containing Materials Identified					

Notes:

Material Types

M = Miscellaneous building material
TSI = Thermal System Insulation
S = Surfacing Material

Abbreviations

lin. ft. = linear feet
sq. ft. = square feet

Table 3 - Summary of All Asbestos Containing Materials, 210 Gilbert St. Jackson, Michigan

Interior - Asbestos Containing Materials			
Location	**Material Description**	**Friable**	**Approx. Quantity**
Room 9	Brown 9”x9” Vinyl Floor Tile with Mastic	No	832 sq. ft.
Room 11	Brown 9”x9” Vinyl Floor Tile with Mastic	No	49 sq. ft.
Basement Stairwell Room	Beige Mottled 9x9 VFT	No	100 sq. ft.
Room 14	White 9x9 VFT with Streaks with Mastic	No	160 sq. ft.
Kitchen	White 9x9 VFT with Streaks with Mastic	No	220 sq. ft.
	Total		**1,361 sq. ft.**

Notes:

Abbreviations

lin. ft. = linear feet
sq. ft. = square feet

Shaded/Bolded = Friable ACM and any Category I and Category II non-friable ACM that has a high probability of becoming crumbled, pulverized, or reduced to powder by the demolition or renovation activities that must be properly abated prior to commencement of any demolition/renovation activities.

Demolition/renovation activities completed with intact Category I non-friable ACM are regulated by OSHA and must be completed following the OSHA Asbestos Standards for Construction (29 CFR 1926.1101) which limits employee exposure to asbestos.

Please note that a Negative Pressure Enclosure must be utilized during abatement when Site Conditions Warrant. Examples of these conditions include the abatement of Plaster and Vermiculite insulation, HVAC Duct Wrap in Poor Condition, and Air-O-Cell/Mag Pipe Wrap. Conditions outside of these should be assessed on a case by case basis during the Asbestos Abatement Contractors site walk and Work Plan Preparation.

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

January 31, 2024

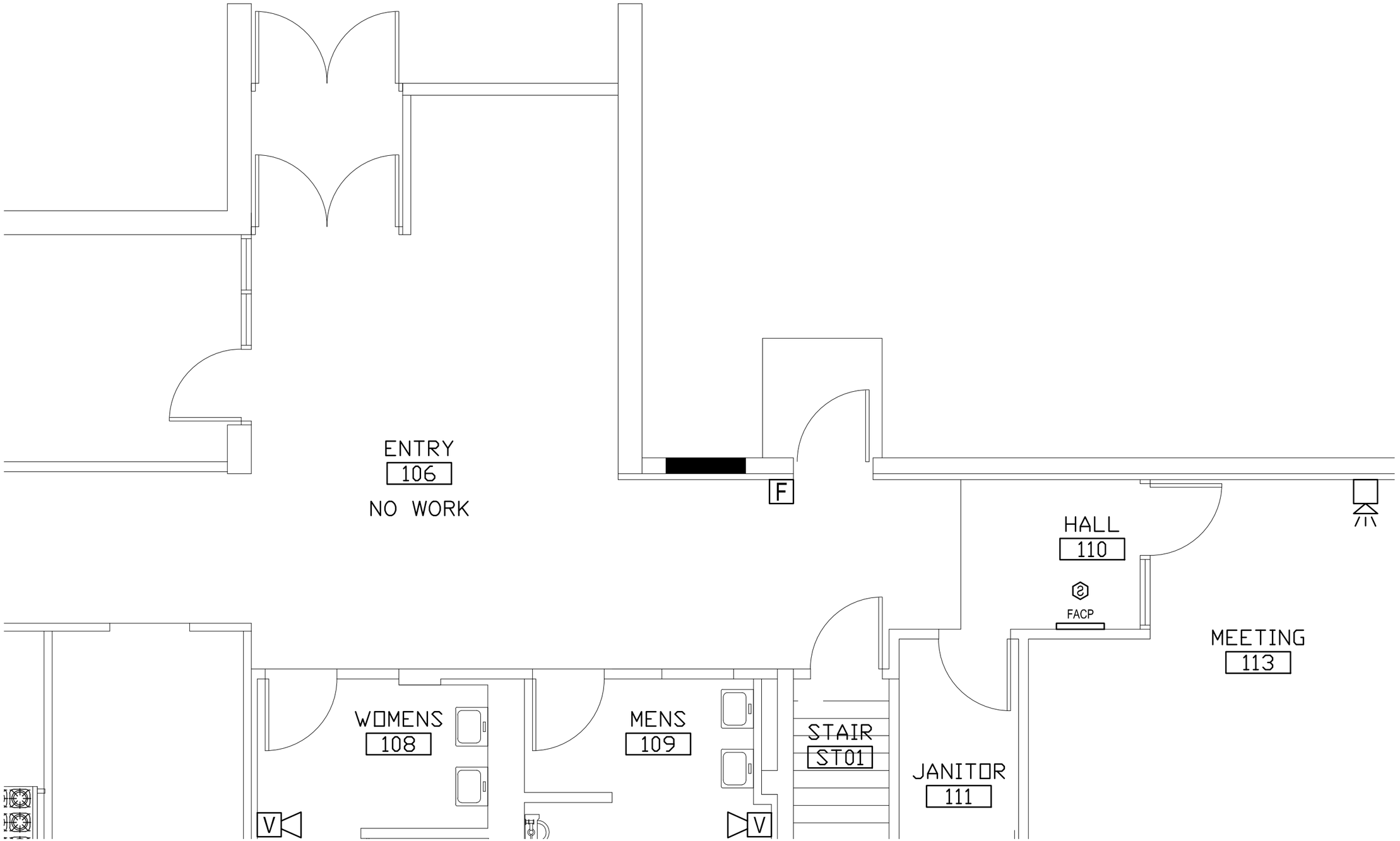
ADDENDUM NO. 4

BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

Notice is hereby given that the following additional information and changes shall become part of the specifications of the above referenced contract. You are to acknowledge the addenda on the Proposal Sheet.

1. The contractor shall demolish and remove the existing fire alarm system and devices, and install a new code-compliant fire alarm system for the entire building. The panel location is shown on the sketch, but the fire alarm drawings shall be provided by the manufacturer.

END OF ADDENDUM



ELECTRICAL - FIRE ALARM LAYOUT

0 1 5 10

SCALE: 1/4" = 1'-0"

BOOS RECREATION CENTER

FIRE ALARM SYSTEM SKETCH

Scale 1/4" = 1'-0" | DATE 01-31-2024

Drwn By: BTT | Chkd By: JFS

Proj. No. 23144.00 | SK-E1

MATRIX CONSULTING ENGINEERS, INC
1601 E. CESAR E. CHAVEZ AVE.
LANSING, MI 48906
PHONE: (517) 487-2511
admin@matrixceinc.com
Matrix Project No. 23144.00

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

February 6, 2024

ADDENDUM NO. 5

BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

Notice is hereby given that the following additional information and changes shall become part of the specifications of the above referenced contract. You are to acknowledge the addenda on the Proposal Sheet.

1. Updated prevailing wages.

END OF ADDENDUM

"General Decision Number: MI20240086 01/19/2024

Superseded General Decision Number: MI20230086

State: Michigan

Construction Type: Building

County: Jackson County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0047-002 07/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 36.62	19.78

BOIL0169-001 06/01/2023

	Rates	Fringes
BOILERMAKER	$ 39.95	35.38

BRMI0009-025 08/01/2023

	Rates	Fringes

BRICKLAYER	$ 34.89	25.43
TILE FINISHER	$ 26.35	20.74
TILE SETTER	$ 30.25	22.98

CARP1004-002 06/01/2023

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 30.58	20.91

ELEC0252-003 06/01/2022

	Rates	Fringes
ELECTRICIAN		
Excludes Low Voltage Wiring	$ 48.48	27%+12.25
Low Voltage Wiring Inside SOUND & TELECOMMUNICATIONS: Work on TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi media, multiplex, radio page, school intercom and sound, burglar alarms and low voltage mater clock systems. EXCLUDES: raceway systems, energy management systems other than residential, life safety systems (all buildings having floors located more than 75 ft. above the lowest floor level having building access), SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope), fire alarm systems other than residential, and nurse call systems	$ 33.77	20.61%+10.00

ENGI0324-013 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 45.48	25.25
GROUP 2	$ 42.18	25.25
GROUP 3	$ 39.53	25.25
GROUP 4	$ 37.82	25.25
GROUP 5	$ 37.82	25.25
GROUP 6	$ 31.96	25.25
GROUP 7	$ 29.48	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or

220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2022

	Rates	Fringes
IRONWORKER		
REINFORCING	$ 31.43	34.77
STRUCTURAL	$ 34.85	40.42

LABO0334-010 06/01/2023

	Rates	Fringes
LABORER: Landscape and Irrigation		
GROUP 1	$ 25.97	8.60
GROUP 2	$ 23.75	8.60

CLASSIFICATIONS

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

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

---

LABO0499-015 06/01/2023

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster	$ 30.20	13.45

PAIN0022-006 06/01/2022

	Rates	Fringes
PAINTER: Brush and Roller	$ 32.85	20.41
PAINTER: Spray	$ 26.86	17.66

PLAS0016-011 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 24.64	12.88

PLUM0333-008 06/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Pipe and Unit Installation	$ 43.29	24.94
PLUMBER (Including HVAC Pipe Installation; Excluding HVAC System Installation)	$ 43.29	24.94

ROOF0070-006 06/01/2023

	Rates	Fringes
ROOFER	$ 34.51	18.71

* SFMI0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 40.48	25.80

SHEE0007-013 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct & System Installation)	$ 38.09	19.66

* SUMI2011-011 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 18.48	7.93
OPERATOR: Tractor	$ 19.10	8.48
TRUCK DRIVER: Tractor Haul Truck	$ 13.57 **	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

December 15, 2023

ADDENDUM NO. 1

BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

Notice is hereby given that the following additional information and changes shall become part of the specifications of the above referenced contract. You are to acknowledge the addenda on the Proposal Sheet.

1. Full-time working superintendent is required on-site at all times work is being performed. Please provide superintendent's name and years of experience.

_____ _____

Name Years of Experience

END OF ADDENDUM

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 13, 2024

SUBJECT: Sale of City owned residential property located at 206 W Argyle St

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Recommendation:

Approve the sale of City owned residential property located at 206 West Argyle Street, to Conrad Hunt for $4000.00. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: February 13, 2024

RECOMMENDATION: Approve the sale of City owned residential property located at 206 W. Argyle St, to Conrad Hunt for the sale price of $4,000.00

ISSUE STATEMENT

The City of Jackson owns residential property located at 206 West Argyle 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 second offer Real Estate Agent Rich Cook has received since being listed on August 1st, 2023. The first offer for $8,000 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 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 of approximately $20,000 to the taxpayers.

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 on the 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 206 W Argyle Street to Conrad Hunt ,for $4000.00

ATTACHMENTS

1. Residential Purchase Agreement 2023
2. ERA Net Sheet
3. 206 W. Argyle - Revised Projected Project Cost Analysis (2nd Offer 1.30.24)

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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.

1. **THIS** offer made 01/29/2024 between (Buyer) conrad hunt specify marital/legal status: married Address: 2925 Francis Jackson Mi. 49203 and Seller Jonathan greene
2. **FOR** the purchase of the property commonly known as 206 West Argyle Street City Jackson, Zip 49202 or described as LOT 11 BLK 5 WALKER'S ADD 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.
3. **PURCHASE PRICE**: _____ Dollars $ 4000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows: _____
5. **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: _____
6. **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.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑ NONE ☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS: _____

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RE: Property Address: 206 West Argyle Street, Jackson, MI 49202

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 02/27/2024.
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.

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RE: Property Address: 206 West Argyle Street, Jackson, MI 49202

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 01/29/2024 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.

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RE: Property Address: 206 West Argyle Street, Jackson, MI 49202

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

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SALES CONTRACT

RE: Property Address: 206 West Argyle Street, Jackson, MI 49202

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 _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** Buyer understands that home is being sold via quitclaim deed. There are no tax prorations as it is not currently taxed. Buyer must obtain all permits necessary through the city of Jackson and home must be renovated to Michigan Residential Code prior to anyone occupying the property.
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 _____ ☐ a.m. ☐p.m. on 02/15/2024 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.

conrad hunt dotloop verified 01/29/24 9:03 PM EST ZRSM-ZJSF-V9UO-TMKY			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
conrad hunt			
Print Buyer's Legal Name		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.

SELLER 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: _____

BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE

Property Address: **206 West Argyle Street** Date: **01/30/2024**

Seller Name(s): **City Of Jackson**

	Debit	Credit
Sale Price		4000
Brokerage Fee	2000	
Transfer Tax	34.40	
Tax Proration (Approximate)	0	
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee		
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
american title	250	
Subtotal	2759.4	4000
Net Credit/Debit	1240.6	
Less Mortgage Balance		
Total Net To Sellers	1240.6	

***These figures are estimates only, and subject to change.**

Seller _____ Seller _____

206 W. Argyle St.

PIN# 8-245000000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Est. Closing Date	2/27/2024
Sales Price	$ 4,000.00
Est. Project Cost *	$ 12,643.02
Net Sale	**$ (8,643.02)**

Contracts				Cost	Pd to Date	Remaining Balance
6/23/2023	Red Cedar	Inv#3806	ck#194316	$ 625.00	$ 625.00	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
Subtotal	**Contract Amount(s)**			**$ 625.00**	**$ 625.00**	**$ -**

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				$ 7,954.95	$ 7,954.95	$ -
Taxes		Summer / Winter	N/A	$ -	$ -	$ -
Special Assessment			N/A	$ -	$ -	$ -
Open Receivables -		51.26 balance	Verified in Building.net 1.16.24	$ 51.26	$ -	$ 51.26
Open Utility		$0.00 balance	Verified in Building.net 1.16.24	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		247.28 balance	Verified in Building.net 1.16.24	$ 247.28	$ -	$ 247.28
Net Real Estate Fees			Net Sheet	$ 2,759.40	$ -	$ 2,759.40
Subtotal	**Additional Cost**			**$ 12,018.02**	**$ 8,460.08**	**$ 3,557.94**

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	**$ 12,643.02**	$ 9,085.08	**$ 3,557.94**

* **Project Cost Includes Remaining Balance Still Outstanding**

** 23/24 Burn Rates

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 13, 2024

SUBJECT: Engineering Contract Award - MLK Equality Trail Reconstruction Optimist Shelter to West Avenue

---

Recommendation:

Approval of an award for the contract for the MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue project to Anlaan Corporation, Inc. of Grand Haven, Michigan at a cost of $373,431.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Jon Dowling, City Engineer requesting the referenced contract award.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: February 13, 2024

RECOMMENDATION: Approval of an award for the contract for the MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue project to Anlaan Corporation, Inc. of Grand Haven, Michigan at a cost of $373,431.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

In the early 1990s, the City purchased the old railroad right-of-way from Weatherwax Drive to Merriman Street and constructed an 8-foot wide asphalt bike path along the right-of-way. In 1999, the American Association of State Highway and Transportation Officials (AASHTO) published the first edition of the Guide for the Development of Bicycle Facilities. In the AASHTO guide, the minimum width of a path is 10 feet. Over the years the bike paths have come to be referred to as non-motorized paths. The trail, in its current condition, does not meet current design standards for width, is becoming overgrown and the asphalt pavement is cracked, uneven and broken throughout.

DESCRIBE THE CONSEQUENCES

If no work is performed on this portion of the trail, it will remain an 8 foot wide trail and its existing condition will continue to deteriorate. Engineering proposes to reconstruct the MLK Equality Trail from the Optimist Shelter to West Avenue with a 12-foot concrete path. The project will also clear small trees and brush from the right-of-way to 25 feet from the center of the path.

On January 18, 2024, bids were opened in the Purchasing Department for the contract to reconstruct the MLK Equality Trail from the Optimist Shelter to West Avenue. The project consists of 0.50 miles of non-motorized trail reconstruction with concrete pavement.

The Engineer's estimate for this project was $584,864.00. Bids were as follows:

Company	Bid
Anlaan Corporation, Grand Haven, MI	$ 373,431.00
Rigid Pavement Construction LLC, Clark Lake, MI	$ 484,951.15

All Star Power Excavation, LLC, Grosse Pointe Woods, MI	$	540,556.00
Isabella Corporation, Mount Pleasant, MI	$	569,000.00
Merlo Construction Company, Inc., Milford, MI	$	585,561.94

This project will be paid with an MDNR Trust Fund Grant and Major Street Funds.

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

A. Price (25%)
B. Corporate Accountability (25%)
C. Workplace Safety (25%)
D. Workforce Development (15%)
E. Social Equity (10%)

Company	A	B	C	D	E	Total
Anlaan Corporation	25.0	25	23	15	10	98.0
Rigid Pavement Construction	19.3	25	25	15	10	94.3
All Star Power Excavation	17.3	25	25	15	10	92.3
Isabella Corporation	16.4	25	25	15	10	91.4
Merlo Construction	15.9	25	25	15	10	90.9

OWNERSHIP

Engineering is responsible for the reconstruction of the trail system in the City. Engineering proposes to reconstruct the MLK Equality Trail from the Optimist Shelter to West Avenue with a 12-foot concrete path. The project will also clear small trees and brush from the right-of-way to 25 feet from the center of the path.

SOLUTION

To get the trail reconstructed, it is the request of Engineering, in concurrence with the Purchasing Agent, that this contract be awarded to Anlaan Corporation, Inc.

FACILITATE IMPLEMENTATION

Approval of an award for the contract for the MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue project to Anlaan Corporation, Inc. of Grand Haven, Michigan at a cost of $373,431.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

1. MLK Trail Proposals Att

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: M1L4L12MKSN7 if you have received it.

PROPOSAL

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

Date: 1/18/24

In compliance with your invitation for bids dated **November 27, 2023** to perform **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

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 Anlaan Corporation
   organized and existing under the laws of the State of Michigan
   with offices at 16750 Lincoln Street, Grand Haven, MI 49417
   (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# 38-2675420

(Corporate Seal, if applicable)

ANLAAN CORPORATION CORPORATE SEAL MICHIGAN

Name of Bidder: Anlaan Corporation

Signed By: _____

Its: Nathan Wagenmaker, Controller

BID SHEET

DATE:

PROPOSAL FOR: **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

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	$37,300.00	$37,300.00
002	2010001	Clearing	Acre	1.55	$9,000.00	$13,950.00
003	2040055	Sidewalk, Rem	Syd	19.00	$35.00	$665.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2047011	HMA Surface, Rem, Modified	Syd	2,371.00	$6.00	$14,226.00
005	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	$50.00	$1,000.00
006	2057011	Geogrid	Syd	240.00	$3.00	$720.00
007	2057021	Subgrade Undercutting, 1 x 3	Cyd	80.00	$70.00	$5,600.00
008	2080016	Erosion Control, Gravel Access Approach	Ea	1.00	$200.00	$200.00
009	2080036	Erosion Control, Silt Fence	Ft	1,697.00	$3.00	$5,091.00
010	2090001	Project Cleanup	LSUM	1.00	$500.00	$500.00
011	3027011	Aggregate Base, 6 inch, Modified	Syd	3,539.00	$20.00	$70,780.00
012	3060020	Maintenance Gravel	Ton	20.00	$40.00	$800.00
013	8060020	Shared Use Path, Conc	Syd	3,539.00	$38.00	$134,482.00
014	8060030	Shared Use Path, Grading	Ft	2,637.00	$9.00	$23,733.00
015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	3.00	$85.00	$255.00
016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	3.00	$5.00	$15.00
017	8120170	Minor Traf Devices	LSUM	1.00	$11,200.00	$11,200.00
018	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	53.00	$5.00	$265.00
019	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	53.00	$1.00	$53.00
020	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	$9.00	$162.00
021	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	$1.00	$18.00
022	8120370	Traffic Regulator Control	LSUM	1.00	$1.00	$1.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
023	8167011	Turf Establishment, Performance	Syd	10,243.00	$5.00	$51,215.00
024	8182363	Wood Pole, Rem	Ea	8.00	$150.00	$1,200.00
				TOTAL	$373,431.00	
TOTAL BID WRITTEN OUT: THREE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED THIRTY ONE AND ZERO CENTS						

Submitted Bid:	$373,431.00
Labor Costs:	$106,534.00
Materials Costs:	$54,623.24
Equipment Costs:	$31434.96
Possible Change Orders:	

Bidder's Name:	Anlaan Corporation
Address:	16750 Lincoln Street
City, State, Zip:	Grand Haven, MI 49417
Telephone:	616-846-8442
Fax:	616-846-6761
Email Address:	natewagenmaker@anlaan.com

Federal ID Number:	38-2675420
Bid Signed By:	Nathan Wagenmaker Print or Type
Title:	Controller

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 Nathan Wagenmaker, Controller

CONTRACT COMPLIANCE

DATE: November 27, 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

Anlaan Corporation 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 Anlaan Corporation 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: 1/18/24

By: Anlaan Corporation
(Bidder's Name)

By:
(Signature)

By: Nathan Wagenmaker, Controller
(Title)

16750 Lincoln Street
Address

Grand Haven
City

MI, 49417
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.

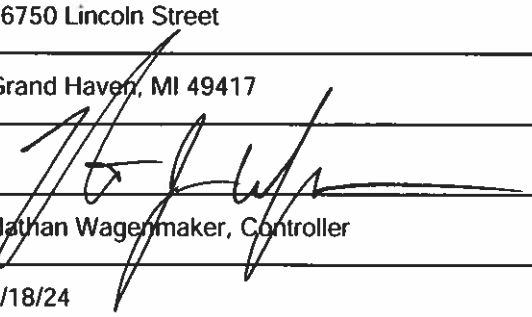
(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(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: Anlaan Corporation

ADDRESS: 16750 Lincoln Street

Grand Haven, MI 49417

SIGNED BY: 

TITLE: Nathan Wagenmaker, Controller

DATE: 1/18/24

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: 1/18/24

By: Anlaan Corporation
(Bidder's Name)

By: _____
(Signature)

By: Nathan Wagenmaker, Controller
(Title)

16750 Lincoln Street
Address

Grand Haven
City

MI, 49417
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Ottawa)

Nathan Wagenmaker, being first duly sworn, deposed and says that:

1. He is Controller of, Anlaan Corporation 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: 1/18/24 By: Anlaan Corporation
(Company)

By: _____
(Title)

Subscribed and sworn to before me, a Notary Public this 18th day of January, 2024.

_____

Notary Public, Ottawa County
My commission expires: June 14, 2029

HILARY K GRANT
County of Ottawa
NOTARY PUBLIC
Expires 06-14-2029
STATE OF MICHIGAN

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Give Em A Brake Safety - Traffic Control

T&D Concrete - Concrete W

S. Hayes - Turf Establishme

Chop - Tree Clearing

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Nathan Wagenmaker an authorized representative of Anlaan Corporation am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 1/18/24

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Nathan Wagenmaker	Anlaan Corporation
Telephone	Email Address
616-846-8442	natewagenmaker@anlaan.com

Contract or matter pending with the City:

MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue

I, Nathan Wagenmaker, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☑ None of the above apply.

Dated:

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 24th day of Januar, 2024,
By Nathan Wagenmaker.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Nathan Wagenmaker, Controller

Name and Title of Authorized Representative

Anlaan Corporation

Name of Participant Agency or Firm

1/18/24

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: Anlaan Corporation
2. Established: Year 48 Number of Employees 150
3. Type of organization: Individual ___ Partnership ___ Corporation x Other ___
4. Former name(s) if any, and year(s) in business

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: See Attached Criteria#6
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 _____ Name Nathan Wagenmaker
Title Controller Date 1/18/24

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:	Anlaan Corporation
ADDRESS:	16750 Lincoln Street
CITY, STATE, ZIP:	Grand Haven, MI 49417
TELEPHONE:	616-846-8442
OFFICERS:	
President: Ryan O'Donnell	Email Address: ryanodonnell@anlaan.com
Vice President: Nick Baker	Email Address: nickbaker@anlaan.com
Secretary: Nick Baker	Email Address: nickbaker@anlaan.com
Treasurer: Ryan O'Donnell	Email Address: ryanodonnell@anlaan.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?48	
PARENT COMPANY NAME:	Anlaan Corporation
STREET ADDRESS:	16750 Lincoln Street
CITY, STATE, ZIP CODE:	Grand Haven, MI 49417
UNDER CURRENT MANAGEMENT SINCE (DATE):	Nick & Ryan have owned the company since 2007 when the origina

CRITERIA 3:

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

Anlaan is prequalified to do work in Michigan, Indiana & Wisconsin

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

Anlaan Corporation participates with Operating Engineers Local 324 and their Journeyman & Apprentice Training Fund: Laborers International Union of North America's Michigan Laborer's Training and Apprenticeship Fund (Rapids 0661HY O*NET 47-2061.00); and the Michigan Regional Council of Carpenters Joint Apprenticeship Training Program, which uses national standards formulated by the Associated General Contractors of America, Inc. and the United Brotherhood of Carpenters and Joiners of America with the assistance of the Office of Apprenticeship and Training, U.S. Department of Labor. All are registered and approved apprenticeship programs with the US Department of Labor Office of Apprenticeship. We also participate with the Michigan Department of Transporation On the Job Training Program.

CRITERIA 4:

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

See Attached.

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.

Anlaan utilizes E-Verify with all our employees to verify we are in compliance. See Attached.

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

See Attached.

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	TriCoast Advisors - Tammy VanderStelt
Type of Coverage:	
Telephone:	616-634-0611

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See 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.

Anlaan Corporation is a union contractor and pays it's employees those rates on all projects. Those rates are equal or more than any applicable wage rates. See Attached

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

See Attached.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

See Attached

CRITERIA 18:

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

See 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.

See Attached.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

See Attached.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Never more than one apprentice per journey person.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☑ Yes

☐ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

See Attached.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Anlaan Corporation / Nathan Wagenmaker, Controller

Print Firm Name/Principal

Signature/Principal

1/18/24

Date

ANLAAN
CORPORATION
P.O. Box 599 • Grand Haven, MI 49417 • Phone 616.846.8442 • Fax 616.846.6761

City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

Bid Due: Thursday, January 18, 2024 by 10:00am

Responsible Contractor Ordinance

Criteria 4:

Anlaan requires all subcontractors, employees and other individuals working on this project to maintain current applicable licenses required by law for all licensed occupations and professions.

Nate Wagenmaker, Controller

Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

Bid Due: Thursday, January 18, 2024 by 10:00am

Responsible Contractor Ordinance

Criteria 5:

Anlaan Corporation 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, any of our subcontractors, or any of our employees or independent contractors, in order to perform any portion of the project

Nate Wagenmaker, Controller

Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 6:

Experience:

84th Street Concrete Pathway, Kent County, Engineer Vreisman & Korhorn, $208,782, completed on schedule
Reference: Colin Finch – Project Engineer (616) 277-2185, colin@vkcivil.com

Terra Verde Path – Mdot #70000-201121, Ottawa County, Engineer Prein & Newhof, $2,767,346, completed on schedule
Reference: Scott Post – Project Engineer (616)485-0281, spost@preinnewhof.com

Brown Street – Mdot #38000-207186, Jackson County, Engineer Spalding & Decker, $1,084,453.05, currently ongoing
Reference: Troy White, City of Jackson Assistant City Engineer (517) 768-6075

Subcontractors:
Concrete Work – Legacy Concrete
Landscape Work – Austin Morgan Contracting
Traffic Control – Give em' a Brake Safety
Chop – Tree removal / Clearing

Nate Wagenmaker, Controller
Anlaan Corporation

An Equal Opportunity Employer

ANLAAN CORPORATION
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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 9:

Year	Nature of Violation	Agency Involved	Violation or Reference #	Other Individual(s) or Party(ies) Involved	Status or Outcome
2023	n/a	n/a	n/a	n/a	n/a
2022	n/a	n/a	n/a	n/a	n/a
2021	Mobile equipment – Over rated capacity Expired training certification	MIOSHA	1536112	No	Closed. PRA – 50% of fine. 1 Serious for overloading, 1 OTS for training certification
2021	Silica in Construction – No Engineering controls per Table 1. – Previous test result over exposure limit.	MIOSHA	1537022	No	Closed. Reduced fine, 2 Serious No Engineering control and frequent testing, 1 OTS for previous information.

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	– Repeat employee exposure for RCS within 3 months				
2021	Silica in Construction – No Engineering controls per Table 1. – Previous test result over exposure limit. – Repeat employee exposure for RCS within 3 months	MIOSHA	1554423	No	Closed. Reduced fine, 2 Serious No Engineering control and frequent testing, 1 OTS for previous information.
2020	n/a	n/a	n/a	n/a	n/a
2019	n/a	n/a	n/a	n/a	n/a

Anlaan Corporation will take applications from qualified area residents for this project and other projects we are currently working on in the Jackson Area.

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 12:

Anlaan Corporation has the staffing capabilities, labor sources and qualified subcontractors for this project. We will not misclassify workers as independent contractors in violation of state or federal law.

Nate Wagenmaker, Controller

Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 14:

Anlaan Corporation will warranty labor, equipment and materials per the requirements of this contract.

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 15:

Anlaan Corporation is a union contractor and will pay all craft employees on the project wage rates and fringe benefits as required under applicable federal, state, or local laws.

Nate Wagenmaker, Controller

Anlaan Corporation

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CORPORATION
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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 16:

Anlaan Corporation will comply with the ordinance in this projects contract and require subcontractors to comply with the ordinance of this projects contract.

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 17:

Based on plans and addendum received as of 5/24/23 Anlaan Corporation does not see a need for a change order.

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 18:

Qualification of Management and supervisory personnel to be assigned to this project.

Jason Workman – Road Division General Manager - 23 Years Construction experience.

Alec Sherwood – Project Manger - 5 years Project Management experience.

Dave Henry – Onsite Supervisor – 17 years Construction experience.

Nate Wagenmaker, Controller

Anlaan Corporation

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CORPORATION
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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 19:

References:

84th Street Concrete Pathway, Kent County, Engineer Vreisman & Korhorn, $208,782, completed on schedule
Reference: Colin Finch – Project Engineer (616) 277-2185, colin@vkcivil.com

Terra Verde Path – Mdot #70000-201121, Ottawa County, Engineer Prein & Newhof, $2,767,346, completed on schedule
Reference: Scott Post – Project Engineer (616)485-0281, spost@preinnewhof.com

Brown Street – Mdot #38000-207186, Jackson County, Engineer Spalding & Decker, $1,084,453.05, currently ongoing
Reference: Troy White, City of Jackson Assistant City Engineer (517) 768-6075

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 20:

Anlaan Corporation will provide quality assurance through our years of experience in meeting the requirements of local municipalities and the Michigan Department of Transportation

Nate Wagenmaker, Controller

Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 21:

Anlaan Corporation assures that all construction work with this project will proceed economically, efficiently, continuously and without interruption.

Nate Wagenmaker, Controller
Anlaan Corporation

TriCoast Advisors

April 24, 2023

Anlaan Corporation
PO Box 599
Grand Haven MI 49417

Re: Michigan Workers Compensation
Experience Modification Factor

Below are the Michigan Workers Compensation experience modification factors for the following policy terms:

06/01/2023 to 06/01/2024 – 1.26
06/01/2022 to 06/01/2023 – 1.26
06/01/2021 to 06/01/2022 - 1.03

If you have any questions, please let me know. Thank you!

Respectfully

Tammy VanderStelt
Senior Account Manager

ANLAAN
CORPORATION
P.O. Box 599 • Grand Haven, MI 49417 • Phone 616.846.8442 • Fax 616.846.6761

City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

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Responsible Contractor Ordinance

Criteria 26:

Journeyman classification of Operators Union 324 and 355.

Dave Henry – Journeyman Operator 324
Eric Enz – Journeyman Operator324
Richard Hall – Journeyman Operator 324
Austin Mckenely – Journeyman Laborer 355

Nate Wagenmaker, Controller
Anlaan Corporation

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City of Jackson

MLK Equality Trail Reconstruction From Optimist Shelter to West Ave

Bid Due: Thursday, January 18, 2024 by 10:00am

Responsible Contractor Ordinance

Criteria 27:

Anlaan Corporation will take applications from qualified area residents for this project and other projects we are currently working on in the Jackson Area.

Nate Wagenmaker, Controller
Anlaan Corporation

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Anlaan Corporation
16750 Lincoln Street,Grand Haven, MI 49417

as Principal, hereinafter called Principal, and

Hartford Accident and Indemnity Company
One Hartford Plaza,Hartford, CT 06155-0001

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars **(5% of Bid**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

MLK Equality Trail Reconstruction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **January**, **2024**.

Anlaan Corporation

(Witness)

(Principal) (Seal)

(Title) Controller

Hartford Accident and Indemnity Company

(Witness)

(Surety) (Seal)

Nicholas Ashburn (Title) ,Attorney in Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: GUY HURLEY LLC/BOND
Agency Code: 35-354787

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Holly Nichols, Nicholas Ashburn, Jason Rogers, Paul M. Hurley, Michael D. Lechner, Mark T. Madden of ROCHESTER HILLS, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of January 18, 2024.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

ANLAAN CORPORATION

CONSENT RESOLUTION OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the board of directors ("**Board of Directors**") of Anlaan Corporation, a Michigan corporation (the "**Corporation**") pursuant to Section 525 of the Michigan Business Corporation Act, waive all notice of the time, place and purpose of a meeting and hereby consent to and adopt the following resolution and all actions contemplated by this resolution:

> RESOLVED, that the Board of Directors of the Corporation hereby authorize Ryan E. O'Donnell, as President, Nicholas F. Baker, as Vice President, Thomas A. Wagenmaker, as Senior Estimator, and Nathan Wagenmaker, as Controller as persons authorized to bind the Corporation with respect to the Corporation's construction bids, construction proposals, construction contracts, and other commitments of similar nature during the calendar year 2024.

IN WITNESS OF WHICH CONSENT, the undersigned executed this writing effective January 1, 2024.

Dated: 12/11/23

Ryan O'Donnell, Director

Dated: 12/11/23

Nicholas F. Baker, Director

Dated: 12/11/23

Thomas A. Wagenmaker, Director

Dated: 12/11/23

Gerrit TerLaan, Director

Bid Bond

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Rigid Pavement Construction, LLC

9486 S Meridian Road, Clarklake MI 49234

_____ as Principal, hereinafter called the Principal, and the

Merchants National Bonding, Inc., of

PO Box 14498, Des Moines, IA 50306, a corporation duly organized under the laws of

the State of Iowa, 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 5% of the amount bid including alternates

Dollars ($_____), 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

2023-32A7- Jackson - 24-08 MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give 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 18th day of January, 2024

Rigid Pavement Construction, LLC

By _____
Principal

Merchants National Bonding, Inc.

By _____
Sharon Brickman, Attorney-in-Fact
Surety

(Seal)

Agent:
The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
216-328-8080

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel A Fedeli; Edward M Kraine; Jill LaBondano; Kevin S Keller; Logan Liptak; Melanie Blankenburg; R Scott Liptak; Sharon Brickman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 — MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January 2024

MERCHANTS NATIONAL BONDING, INC. -o- 2003 — MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS NATIONAL BONDING, INC.

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

MERCHANTS NATIONAL BONDING, INC. certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $70,501,411, liabilities in the amount of $39,336,743, and surplus of at least $31,164,668.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

MERCHANTS BONDING COMPANY

MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2022
Admitted Assets	
Bonds	$ 43,401,012
Common Stocks	8,611,972
Cash and Short-Term Investments	8,718,689
Other Invested Assets	248,389
Subtotal, Cash and Invested Assets	60,980,062
Investment Income Due and Accrued	245,355
Premiums in the Course of Collection	7,790,741
Amounts Recoverable from Reinsurers	1,093,950
Current Federal Income Taxes Recoverable	4,106
Net Deferred Tax Asset	387,197
Total Admitted Assets	$ 70,501,411
Liabilities & Surplus	
Losses	$ 2,099,869
Reinsurance Payable on Paid Losses and LAE	187,706
Loss Adjustment Expenses	1,834,074
Commissions Payable	420,014
Other Expenses	955,394
Taxes, Licenses, and Fees	91,322
Unearned Premiums	9,732,679
Dividends Declared to Policyholders	899,463
Ceded Reinsurance Premiums Payable	8,668,226
Payable to Affiliate	14,398,285
Other Liabilities	49,711
Total Liabilities	39,336,743
Common Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	6,088,655
Unassigned Funds (Surplus)	22,076,013
Total Surplus	31,164,668
Total Liabilities and Policyholders' Surplus	$ 70,501,411

I, Don Blum, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2022, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

March 2, 2023
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

CHECKLIST FOR BID SUBMITTAL

X _____ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

X _____ PROPOSAL SHEETS – Please fill out and 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: H243BQAE6KA5 if you have received it.

PROPOSAL

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

Date: 1/17/2024

In compliance with your invitation for bids dated **November 27, 2023** to perform **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of Jackson County
   doing business as Rigid Pavement Construction LLC
   at 9486 S. Meridian Rd, Clarklake MI 49234
2. partnership, consisting of William Barratt
   and Julie Barratt
   under the firm name of Rigid Pavement Construction LLC
3. corporation by the name of N/A
   organized and existing under the laws of the State of _____
   with offices at _____
   (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# 47-3760793

(Corporate Seal, if applicable)

Name of Bidder: Rigid Pavement Construction LLC

Signed By: William Barratt

Its: VP

BID SHEET

DATE:

PROPOSAL FOR: 24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE

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	N/A
N/A	N/A
N/A	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	$30,000.00	$30,000.00
002	2010001	Clearing	Acre	1.55	$10,000.00	$15,500.00
003	2040055	Sidewalk, Rem	Syd	19.00	$11.00	$209.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2047011	HMA Surface, Rem, Modified	Syd	2,371.00	$13.00	$30,823.00
005	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	$20.00	$400.00
006	2057011	Geogrid	Syd	240.00	$11.00	$2,640.00
007	2057021	Subgrade Undercutting, 1 x 3	Cyd	80.00	$35.00	$2,800.00
008	2080016	Erosion Control, Gravel Access Approach	Ea	1.00	$2,000.00	$2,000.00
009	2080036	Erosion Control, Silt Fence	Ft	1,697.00	$3.00	$5,091.00
010	2090001	Project Cleanup	LSUM	1.00	$18,000.00	$18,000.00
011	3027011	Aggregate Base, 6 inch, Modified	Syd	3,539.00	$15.75	$55,739.25
012	3060020	Maintenance Gravel	Ton	20.00	$50.00	$1,000.00
013	8060020	Shared Use Path, Conc	Syd	3,539.00	$54.00	$191,106.00
014	8060030	Shared Use Path, Grading	Ft	2,637.00	$12.50	$32,962.50
015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	3.00	$153.00	$459.00
016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	3.00	$3.00	$9.00
017	8120170	Minor Traf Devices	LSUM	1.00	$3,000.00	$3,000.00
018	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	53.00	$4.80	$254.40
019	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	53.00	$0.05	$2.65
020	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	$4.90	$88.20
021	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	$0.05	$0.90
022	8120370	Traffic Regulator Control	LSUM	1.00	$3,000.00	$3,000.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
023	8167011	Turf Establishment, Performance	Syd	10,243.00	$8.75	$89,626.25
024	8182363	Wood Pole, Rem	Ea	8.00	$30.00	$240.00
				TOTAL	$484,951.15	
TOTAL BID WRITTEN OUT: Four Hundred Eighty Four Thousand Nine Hundred Fifty One and Fifteen Cents						

Submitted Bid:	$484,951.15
Labor Costs:	$264,213.47
Materials Costs:	$134,350.00
Equipment Costs:	$86,387.68
Possible Change Orders:	N/A

Bidder's Name:	Rigid Pavement Construction LLC
Address:	9486 S Meridian Road
City, State, Zip:	Clarklake, MI 49234
Telephone:	(517)938-5156
Fax:	(517)938-8219
Email Address:	rigidpc@yahoo.com

Federal ID Number:	47-3760793
Bid Signed By:	William Barratt Print or Type
Title:	Owner / Vice President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By William Barratt Its VP

CONTRACT COMPLIANCE

DATE: November 27, 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

William Barratt 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 William Barratt 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: 1-17-2024

By: Rigid Pavement Construction LLC
(Bidder's Name)

By: William Barratt
(Signature)

By: VP/Owner
(Title)

9486 S. Meridian Road
Address

Clarklake
City

Michigan, 49234
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: Rigid Pavement Construction LLC

ADDRESS: 9486 S. Meridian Road, Clarklake, MI 49234

SIGNED BY: William Barratt

TITLE: Owner / Vice President

DATE: 1/17/2024

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: 1/17/2024

By: Rigid Pavement Construction LLC
(Bidder's Name)

By: 
(Signature)

By: Owner / Vice President
(Title)

9486 S. Meridian Rd
Address

Clarklake
City

Michigan, 49230
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

William Barratt, being first duly sworn, deposed and says that:

1. He is Part Owner of, Rigid Pavement Construction LLC the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 1-17-2024
William Barratt

By: Rigid Pavement Construction LLC
(Company)

By: Vice President / Owner, William Barratt
(Title)

Subscribed and sworn to before me, a Notary Public, this 17 day of Jan, 2024.

Natasha Ramsdyer

Notary Public, Jackson County,
My commission expires: 10-12-2029

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.

Spartan Barricading & Traffic Control Inc.

781 Hull Rd, mason, MI 48854

Item # 015, 016, 018, 019, 020, 021

Concord Excavating & Grading Inc

PO BOX 250 Concord, MI 49237

Item # 001, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 014, 017, 022, 023, 024

Natural Enviranmental Reclamation Concep

143 W main st. Hanover, MI 49241

Item # 023, women owned DBE

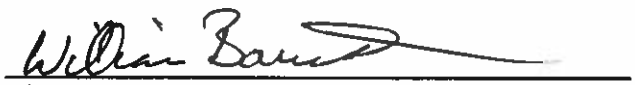
RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, William Barratt an authorized representative of Rigid Pavement Construction I 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 1/17/2024



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
William Barratt	Rigid Pavement Construction LLC
Telephone	Email Address
(517)938-5156	rigidpc@yahoo.com

Contract or matter pending with the City:

24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE

I, William Barratt, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☑ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: Lori Lewis

City Department: IT

☐ 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: 1-17-2024

William Rousseau
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 17th day of Jan, 2024,
By Natasha Rounsifer.

Natasha Rounsifer

NATASHA ROUNSIFER
NOTARY PUBLIC-STATE OF MICHIGAN
JACKSON COUNTY
MY COMMISSION EXPIRES OCT. 12,2029
Acting in the County of Jackson

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

William Barratt, Owner / Vice President

Name and Title of Authorized Representative

Rigid Pavement Construction LLC

Name of Participant Agency or Firm

William Barratt 1-17-2024

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: Rigid Pavement Construction LLC
2. Established: Year 2015 Number of Employees 15
3. Type of organization: Individual ___ Partnership X 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: Top Gun Contracting
Address: 200 N 2nd St Warner Robins, GA 31093-3339
Phone: (478)951-1296
Contact: Johnny Watson
Type of Work: Concrete
Budget: $1.5 million

5.2 Company Name: Michigan Department of Transportation Grand Region Operations
Address: 1420 Front Avenue, NW Grand Rapids, MI 49504
Phone: 616.293.1916
Contact: Jason Guikema
Type of Work: Concrete
Budget: $500,000.00

5.3 Company Name: Rieth-Riley Construction
Address: 1589 Townline Rd Benton Harbor, MI 49022
Phone: (269) 926-1111
Contact: Eric Green
Type of Work: Concrete
Budget: $500,000.00

I certify that all of the information provided is true and answered to the best of my ability.

Signed William Barratt Name William Barratt
Title Owner / Vice President Date 1/17/2024

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:	Rigid Pavement Construction LLC
ADDRESS:	9486 S. Meridian Road
CITY, STATE, ZIP:	Clarklake, MI 49234
TELEPHONE:	(517)938-5156
OFFICERS:	
President: Julie Barratt	Email Address: julie@rigidconst.com
Vice President: William Barratt	Email Address: bill@rigidconst.com
Secretary: N/A	Email Address: N/A
Treasurer: N/A	Email Address: N/A
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 8	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

CRITERIA 3:

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

MDOT 07714
GDOT 15804

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.

Rigid Pavement Construction will maintain records required by law for all licensed subcontractors, employees, and other individuals working on this project.

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.

Rigid Pavement Construction is an E Verified contractor since 2016. Our company ID is 957712

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

Attachments for Criteria 6 & 19

October 10, 2019

To: Mr. Marc Manstronardi, P.E. Chairman
Prequalification Committee Contractors

I had the opportunity to work with Rigid Pavement Construction on M-57 in Montrose, Michigan.

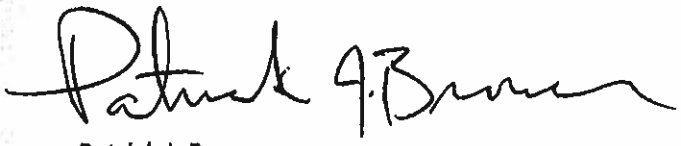
The projects scope of work was reconstruction of 400 Lft of 10" concrete pavement at the intersection of M-13 and M-57. There was also approximately one-half mile of concrete pavement repair (patches).

Rigid also took care of their own temporary traffic control as per the Michigan Manual of Traffic Control. Rigid was very attentive to placement and maintaining of the signs and channelizing devices. Rigid was prompt to address any issues with the temporary traffic control.

Rigid Pavement Construction was very diligent and timely in performing the work they contracted with the Michigan Department of Transportation. Bill Barratt was always looking ahead and planning his next step. I found their work to be of good quality. Rigid Pavement Construction adhered to the plans, specifications and standard plans of the Michigan Department of Transportation. Julie Barratt was very attentive in submitting all necessary documentation as required for the project files and for payment

Rigid worked very hard not to delay the project and stay on schedule. I enjoyed working with Rigid Pavement Construction and would work another project with them again.

Very truly yours,



Patrick J. Brower
Michigan Department of Transportation
Senior Transportation Technician E11

Hillsdale County Road Commission

1919 HUDSON ROAD (M-99)

HILLSDALE, MICHIGAN 49242

(517) 437-4458

FAX (517) 437-0048

hillsdale@hillsdalecrc.org

William L. Watkins, Chairman
Jonesville

Robert R. Godfrey, Vice Chairman
Pittsford

Michael A. Parney, Member
Hillsdale

H. John Sanders
Manager

Marilyn Kilpatrick
Clerk

August 27, 2018

To: Mr. Marc Mastronardi, P.E. Chairman
Prequalification Committee Contractors

Rigid Pavement Construction performed work for the Hillsdale County Road Commission in 2016 and 2017. This work included full depth concrete repairs along with traffic control according to the Michigan Manual of Traffic Control. Rigid was very cooperative in setting and maintaining traffic control for the busy intersection where the work took place. Their workmanship, timely manner in which they performed the work and submitting the required paperwork was excellent. I look forward to working with Rigid Pavement Construction again, in September, on another job with full depth concrete repairs that they were awarded. If you have any questions, please feel free to call our office.

Very truly yours,

HILLSDALE COUNTY ROAD COMMISSION

By _____
H. John Sanders, Manager

HJS/akl

U:Angie\Word\rigid pavement 8.27.18

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
GRAND RAPIDS TRANSPORTATION SERVICE CENTER

KIRK T. STEUDLE
DIRECTOR

February 20, 2018

To Whom It May Concern:

I would like to present this letter of recommendation for Rigid Pavement Construction. I have worked with Bill Barratt (owner) for the last 10 years and we have at times worked side by side on pavement projects in Kent County.

Rigid Pavement Construction has performed numerous concrete pavement repair jobs for the State of Michigan and it is apparent that the work he was hired for has been of high quality because the repairs have been long lasting and have reduced the exposure of our employees performing maintenance in the areas that Rigid Pavement Construction have repaired. Rigid's work is very timely, efficient and cost effective. All of the details are handled by his company and we have never had any issues with his performance or in meeting deadlines.

I have stayed in contact with Bill over the years as we have both moved forward with our career goals and I always look forward to working with Bill on behalf of MDOT because he makes me look good and makes my job easier because I know what I'm getting for a product. High quality. I would highly recommend him for any future projects that I will be coordinating for MDOT

If you have any questions, please feel free to contact me at any time.

Respectfully,

Kurt R. Fritz
Transportation Maintenance Coordinator
Grand Rapids Service Group
State of Michigan

2660 LEONARD STREET, NE • GRAND RAPIDS, MICHIGAN 49525-6907
www.michigan.gov • (616) 464-1800

LH-LAN-0 (01/11)

8/27/18

To Whom It May Concern:

I am the Director of Building, Grounds, and Transportation for Monroe County Intermediate School District in Monroe, Michigan. Rigid Pavement Construction, LLC won our Summer 2018 Concrete Bid.

We are a Special Needs school and required specific wheelchair ramp work, as well as, standard sidewalk/driveway work. Since we are a year round school, our time to complete our summer work is very limited and the time constraints for the contractors are short windows. Rigid Pavement Construction did an outstanding job for us on the bid project.

During the project, their employees on site were very professional, interacted with our staff well, and kept the site clean at all times. Since the bid was awarded to Rigid Pavement Construction the interaction and communication with Julie Barratt, Bill Barratt, and John Brown was excellent. I believe the communication was why the project turned out so well and on time.

I have no concerns recommending Rigid Pavement Construction to you or any other company and I look forward to using them in the future. If you wish to speak to me directly, please feel free to call me at 734-322-2670.

Sincerely,

Eric Hoogendoorn
MCISD Director of Buildings,
Grounds, and Transportation

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
MACOMB TRANSPORTATION SERVICE CENTER

KIRK T. STEUDLE
DIRECTOR

August 27, 2018

Georgia Department of Transportation
Construction Bidding Administration
600 West Peachtree Street NW 11th Floor
Atlanta, Georgia 30308

Attn: Mr. Marc Mastronardi, P.E., Chairman
Prequalification Committee-Contractors

Re: Rigid Pavement Construction LLC Prequalification

Dear Mr. Mastronardi,

As requested by Rigid Pavement Construction, I offer this letter for your consideration during your prequalification review.

In July of 2017, Rigid Pavement Construction was the prime contractor on a bridge slope paving and concrete shoulder patching project on I-696 at the I-696/Mound Rd interchange in Macomb County, Michigan (project 50061-M71720). Rigid Pavement Construction successfully completed the $42,000 two-week long project that included constructing the slope paving subbase, pouring concrete slope paving, concrete shoulder patching, slope restoration and traffic control. On this busy 4-lane stretch of freeway, Rigid Pavement Construction operated safely and efficiently, delivering a high-quality project during a short period of time. Rigid Pavement Construction functioned in a cooperative manner and strived to meet all contract requirements. All personnel on the project were excellent to work with and very professional.

The Michigan Department of Transportation was very pleased with the results of this project and to date, there are no deficiencies related to the work they performed. Therefore, I recommend Rigid Pavement Construction with confidence.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Brian Travis
Brian Travis
Aug 27 2018 5:34 PM
cosign

Brian Travis, P.E. | Project and Contracts Engineer - Construction
Michigan Department of Transportation
Metro Region | Macomb TSC
26170 21 Mile Rd, Chesterfield, MI 48051
810.650.0674 (Cell)

Contractor's Performance Evaluation

MDOT
Michigan Department of Transportation

1/24/2018 8:51 AM
FieldManager 5.3a

Contract: 13082-M51767, Concrete and asphalt pavement repairs and joint sealing.

Report Period	CPE Number	Contractor	
9/11/2017 - 11/3/2017	5	Rigid Pavement Construction LLC	
CPE Date	**Report Type**	**Contractor Type**	**Subcontract Amount**
1/24/2018	Final	Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**
082307	I-69 & I-94	05004	
Location		**Work Type**	
I-69 and I-94 interchange ramps and the collector/distributo		Road Rehabilitation	
Evaluator	**Current Contract Amount**	**Managing Office**	
AS, ANDY STRUPULIS	$504,026.41	Marshall TSC	
Entered By		**Revised By**	**Revision Date** / **Rev. No.**
RCS, ROBERT C SMREK			
County(s)			
Calhoun County			

Project(s)
M51767, Concrete and asphalt pavement repairs and joint sealing.

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?	9	
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	

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

1/24/2018 8:51 AM
FieldManager 6.3a

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		
16. 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?	9	

Andy Strupulis — Andy Strupulis Jan 24 2018 9:23 AM — (Date)
Evaluator

Andy Strupulis — Andy Strupulis Jan 24 2018 9:23 AM — (Date)
Construction/Project Engineer

Mark A Dionise — Mark Dionise Jan 30 2018 12:14 PM — (Date)
TSC Manager: Mark Dionise

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

1/24/2013 8:51 AM
FieldManager 6.3a

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.	8	
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?	9	
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?	9	
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?	9	
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	9	
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?	9	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	9	
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?	9	

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

6/20/2019 3:02 PM
FieldManager 5.3c

Contract: 11000-202249, Hot mix asphalt overlay, concrete repairs, parking lot rehab

Report Period	CPE Number	Contractor	
12/19/2018 - 6/11/2019	8	Rigid Pavement Construction LLC	
CPE Date	**Report Type**	**Contractor Type**	**Subcontract Amount**
6/20/2019	Final	Subcontractor	$163,910.00
Form Version	**Route**	**District**	**Business Enterprise Type**
082307		05023	
Location		**Work Type**	
Warren Dunes State Park on State Park Road.		Roadside Facilities	
Evaluator	**Current Contract Amount**	**Managing Office**	
MC, Melissa Corwin	$1,097,306.34	Coloma Business Office	
Entered By		**Revised By**	**Revision Date** / **Rev. No.**
MC, Melissa Corwin			
County(s)			
Berrien County			
Project(s)			
202249A, Hot mix asphalt resurfacing, concrete pavement repairs, park			
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	

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

6/20/2019 3:02 PM
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.	10	
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?	N/A	
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?	10	
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	10	

Contractor's Performance Evaluation

Michigan Department of Transportation

6/20/2019 3:02 PM
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?	10	
14. To what degree does the Contractor meet the environmental requirements of the contract?	10	
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?	N/A	

Melissa Corwin Melissa Corwin Jun 21 2019 8:37 AM

Evaluator (Date)

Christopher Jacobs Christopher Jacobs Jun 21 2019 2:05 PM

Construction/Project Engineer (Date)

Pete Pfeiffer Pete Pfeiffer Jun 25 2019 4:12 PM

TSC Manager: Pete Pfeiffer (Date)

Criteria 7

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:	HUB International, Agt Bradford Bush
Type of Coverage:	Umbrella, Auto, Workers Comp, Liability
Telephone:	904-858-4190

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 11

CNA

Workers Compensation And Employers Liability Insurance

Insured Name

RIGID PAVEMENT CONSTRUCTION LLC
179 GOLFVIEW DR
BROOKLYN, MI 49230-9731

Producer Information

HUB INTERNATIONAL MIDWEST LTD
10739 DEERWOOD PARK BLVD #200
JACKSONVILLE, FL 32256-4838

Policy Number

WC 7 18644884

Producer Processing Code

770-074821

Policy Period

07/08/2023 to 07/08/2024

CNA Branch

FLORIDA
500 Colonial Center Parkway
2nd, 3rd, and 4th Floor
Lake Mary, FL 32746

Renewal

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

The Workers Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers Compensation costs.

- To report a loss go to www.cna.com/claim or send an email to lossreport@cnaasap.com, or call 877-CNA-ASAP (877-262-2727)
- To find a network provider or for a PPO panel request, go to www.cna.com/claim
- To request loss runs send an email to fsrmail@cnacentral.com
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

Risk Control Services

To learn more about our award winning Risk Control Services and how to improve your bottom line, please email us at riskcontrolwebinfo@cna.com, call (866) 262-0540 or visit www.cna.com/riskcontrol and www.cna.com/returntowork.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

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MICHIGAN WORKERS' COMPENSATION DEDUCTIBLE ELECTION FORM

Michigan statutes permit an employer to purchase Workers' Compensation insurance with a deductible. The optional deductible is available for indemnity and medical benefits in amounts of :

$500
$750
$1,000
$1,500
$2,000
or $2,500

Please indicate whether or not you want the deductible by initialing the appropriate choice below.

_____ Yes, I want a deductible of _____ applied to my indemnity and medical benefits under my Workers' Compensation Policy.

_____ No, I do not want the deductible described in this notice.

I understand this coverage selection will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise.

Signed by:

_____
Authorized Representative of Named Insured

_____
Title

RIGID PAVEMENT CONSTRUCTION LLC
Named Insured

WC 7 18644884
Policy Number

_____
Date

© CNA All Rights Reserved.

NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE DEDUCTIBLE FOR WORKERS' COMPENSATION (GEORGIA)

Georgia statutes permit an employer to buy Workers' Compensation insurance with a deductible. The deductible applies to benefits payable under Georgia Workers' Compensation Law. The insurance applies only to benefits in excess of the deductible amount. The deductible applies separately to each accident or disease regardless of the number of people who sustain injury be such accident or disease or as an annual aggregate or as a combination of both. Georgia law requires a benefits deductible in the amount of $100, $200, $300, $400, $500, $1,000, $1,500, $2,000 or $2,500 to be offered to each policyholder except employers who are approved to self-insure and group self-insurance funds established pursuant to Article 5 of Chapter 34. Premium reductions are determined based on the deductible amount selected, and the hazard grade that is given to your classifications on your policy.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the total amount of each claim, but you must reimburse the insurance company within 60 days after they send you notice that payment of reimbursement is due. If you fail to reimburse the insurance company, they may cancel your Workers' Compensation insurance policy, by giving you 10 (ten) days notice. Any resulting premium may be applied to the deductible amount owed.

If a deductible is desired, please indicate below.

_____ Yes, I want a deductible of (Select only one.)

1. $_____ per claim.
2. $_____/$_____ per claim/annual aggregate.

The deductible will be applied to benefits under the Georgia Workers' Compensation Law. I understand that the company will pay the entire claim amount, including the deductible, and then seek reimbursement from me. The deductible plans have been explained to me.

_____ No, I do not want the deductible applied to benefits payable under the Georgia Workers' Compensation Law.

_____ Yes, I want the deductible policy, but am unable to obtain for the following reason:

_____

_____

You will be billed on a quarterly basis for any amounts that you must reimburse to CNA Companies.

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POLICYHOLDER NOTICE - FRAUD NOTIFICATION

IMPORTANT INFORMATION

POLICYHOLDER FRAUD NOTIFICATION

Alabama, Alaska, Arizona, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

Arkansas: Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme or artifice, for the purpose of:

i. Obtaining any benefit or payment;

ii. Defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment; or

iii. Obtaining or avoiding workers compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter will be guilty of a Class D felony.

Fifty percent (50%) of any criminal fine imposed and collected under this subdivision (a)(1) or subdivision (a)(2) of this section shall be paid and allocated in accordance with applicable law to the Death and Permanent Total Disability Trust Fund administered by the Workers' Compensation Commission.

California: For your protection, California law requires the following to appear on this form: Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

© Copyright CNA All Rights Reserved.

Signed by: _____
Authorized Representative of Named Insured

_____
Title

_____
Date

RIGID PAVEMENT CONSTRUCTION LLC
Named Insured

WC 7 18644884
Policy Number

07/08/2023
Effective Date of Policy

Please complete this form by indicating your choice to either accept or reject the deductible offering and by providing your signature and information in the space provided. Please return the completed form to us at: Endorsement Department, 500 Colonial Center Parkway, Lake Mary, FL 32746, or fax it to us at: 877-363-8669.

© Copyright CNA All Rights Reserved.

RIGIPAV-01 LMEYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2024

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

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

PRODUCER	CONTACT NAME: Brad Bush
Hub International Florida 10739 Deerwood Park Blvd Suite 200 Jacksonville, FL 32256	PHONE (A/C, No, Ext): (904) 858-4190 FAX (A/C, No): (904) 396-7432 E-MAIL ADDRESS: Brad.Bush@HUBinternational.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rigid Pavement Construction LLC 9486 S Meridian Rd Clarklake, MI 49234	INSURER A : The Continental Insurance Company	35289
	INSURER B : American Casualty Co of Reading PA	20427
	INSURER C : National Fire Insurance Company of Hartford	20478
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			7033859376	7/8/2023	7/8/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			7033859362	7/8/2023	7/8/2024	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			7033859359	7/8/2023	7/8/2024	AGGREGATE	$
	DED RETENTION $						Aggregate	$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A		7018644884	7/8/2023	7/8/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			7033859376	7/8/2023	7/8/2024	Leased/Rented	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment Deductible: $1,000

CERTIFICATE HOLDER

Proof of Insurance

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

Brad W. Bush

ACORD 25 (2016/03)

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Criteria 12

Criteria 12

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.

Rigid Pavement Construction will follow all state and federal laws when sourcing work out to subcontractors with verification from their company that employees are not misclassified as independent contractors. Rigid Pavement Construction will also follow these laws for any employees.

Signature

William Bauer

Title

VP

Date

1-17-2024

9486 S Meridian • Clarklake MI 49234

office 517.938.5156 fax 517.938.8219 cell 517.574.1362

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:
Rigid Pavement Construction implements drug screens under the federal law for all CDL drivers with an approved DOT testing facility. Rigid Pavement Construction specifies in their company handbook that they have the right to test any employee that is suspicious under the influence of drugs or alcohol.

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.
Rigid Pavement Construction warranties the materials and workmanship for one year from the completed date.

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.
Rigid Pavement Construction follows the Davis Beacon Act on any state, federal, or local fringe and wage laws that require it.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Rigid Pavement Construction will acknowledge and comply with ordinances pertaining to this contract or subcontract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Rigid Pavement Construction understands change orders are possible on some projects, if asked to do change orders they will supply the city of Jackson with the costs before the said changes are began.

CRITERIA 18:

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

Rigid Pavement Construction will have the following management or supervisors on the job site at all times while working. All supervisors and management has at least 8 years of qualifications on projects with Rigid Pavement Construction.

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.

Rigid Pavement Construction will proceed economically, efficiently, and continuously on this project and with out interruption with the City of Jackson on this project in our control.

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 22

Criteria 22

Name	Date	Dollar Value
Kent County 24-03	23-Oct	$430,620.00
MDOT 28011-211394	23-Sep	$1,213,785.00
Hillsdale 0426	23-Jun	$214,935.00
Top Gun B3955	23-Mar	$1,255,917.00
Top Gun UHHZ 210017	22-Jul	$124,375.00
Kent County 22-54	22-Jun	$485,492.00
MDOT 58151-215794	22-Jun	$882,674.00
Top Gun FA8501-21	21-Jul	$50,000.00
Top Gun FA6703-21	21-Jun	$932,475.00
13033-202017	20-Oct	$248,485.00
Kent Co 20 - 74	20-Sep	$222,160.00
MDOT 11031-209929	20-Jul	$415,243
MDOT 190000001451	19-Sep	$415,403.00
MDOT 22057-131808-2	19-May	$219,989.00

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 24

HUB International Florida
10739 Deerwood Park Blvd., Suite 200
Jacksonville, FL 32256

Office: 904-858-4190

November 20, 2023

RE: Rigid Pavement Construction, LLC – Brooklyn, MI
Experience Modification Ratings (EMR)
National Fire Insurance Company of Hartford (CNA)
Policy Number: WC7018644884
Policy Period: July 8, 2023 to July 8, 2024

To Whom it may Concern:

This letter is to confirm the Experience Modification Rate (EMR) history for Rigid Pavement Construction, LLC is as follows:

2019 to 2020: 1.00
2020 to 2021: 0.96
2021 to 2022: 0.93
2022 to 2023: 0.93
2023 to 2024: 0.89

If you have any questions or need any additional information, please let us know.

Sincerely,

HUB International Florida

Bradford W. Bush

Bradford W. Bush
Senior Vice President

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Rigid Pavement Construction workforce is approximately 66.7% inside Jackson County.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

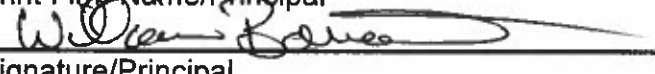
CRITERIA 29:

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:**

Rigid Pavement Construction assures to follow all state, federal, and local law regarding equal employment opportunities for race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability.

Rigid Pavement Construction LLC

Print Firm Name/Principal



Signature/Principal

1/17/2024

Date

Criteria 26

Documentation of master or journeyperson certification or status for masters and journeypersons to
be used on the project, and the source of such certification or status

N/A

Signature
William Bourdo

Title
VP

Date
1-17-2024

9486 S Meridian • Clarklake MI 49234

office 517.938.5156 fax 517.938.8219 cell 517.574.1362

Criteria 28

RIGID PAVEMENT CONSTRUCTION LLC

Criteria 28

EEO Statement

- **Equal employment opportunity to all employees without regards to race, creed, age, color, religion, sex, sexual orientation, national origin, gender identity, disability, protected veteran status or marital status.**

Rigid Pavement Construction appoints Julie Barratt as the EEO officer for the MDOT Project's. Any concerns or questions can be directed to Julie at (517)938-5156.

Signature William Barratt

Title VP

Date 1-17-2024

9486 S Meridian • Clarklake MI 49234

office 517.938.5156 fax 517.938.8219 cell 517.574.1362

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
Name, legal status and address)
All Star Power Excavation, LLC
833 North Brys Drive
Grosse Pointe Woods, MI 48236

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52407-3909

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- 24-08 MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue, City of Jackson, Michigan
(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 18th day of January , 2024

(Witness)

(Witness) Kim Bennett

All Star Power Excavation, LLC
(Principal) (Seal)
(Title)

United Fire & Casualty Company
(Surety) (Seal)
(Title) James N. Slear, Attorney-In-Fact

All Star Power Excavation LLC Corporate Seal

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081110

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONODONO, SHERRY ALTMAN ALEXANDER, IAN T. FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

22nd day of July, 2022

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of July, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of January, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0049 1217

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: REGISTERED BUT HAVE NOT RECEIVED NUMBER if you have received it.

PROPOSAL

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

Date: 01-18-2024

In compliance with your invitation for bids dated **November 27, 2023** to perform **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of N/A
   doing business as _____
   at _____
2. partnership, consisting of N/A
   and _____
   under the firm name of _____
3. corporation by the name of ALL STAR POWER EXCAVATION LLC
   organized and existing under the laws of the State of MICHIGAN
   with offices at 833 N. BRYS DR, GROSSE POINTE WOODS, MI 48236
   (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# 36-4883605

(Corporate Seal, if applicable)

Name of Bidder: ALL STAR POWER EXCAVATION LLC

Signed By: Mark Komeffel

Its: CHIEF ESTIMATOR

BID SHEET

DATE: 01/18/2024

PROPOSAL FOR: 24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE

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	50138.00	50138.00
002	2010001	Clearing	Acre	1.55	9000.00	13950.00
003	2040055	Sidewalk, Rem	Syd	19.00	15.00	285.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2047011	HMA Surface, Rem, Modified	Syd	2,371.00	8.00	18968.00
005	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	75.00	1500.00
006	2057011	Geogrid	Syd	240.00	6.00	1440.00
007	2057021	Subgrade Undercutting, 1 x 3	Cyd	80.00	65.00	5200.00
008	2080016	Erosion Control, Gravel Access Approach	Ea	1.00	3000.00	3000.00
009	2080036	Erosion Control, Silt Fence	Ft	1,697.00	3.00	5091.00
010	2090001	Project Cleanup	LSUM	1.00	4500.00	4500.00
011	3027011	Aggregate Base, 6 inch, Modified	Syd	3,539.00	28.00	99092.00
012	3060020	Maintenance Gravel	Ton	20.00	40.00	800.00
013	8060020	Shared Use Path, Conc	Syd	3,539.00	50.00	176950.00
014	8060030	Shared Use Path, Grading	Ft	2,637.00	29.00	76473.00
015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	3.00	85.00	255.00
016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	3.00	5.00	15.00
017	8120170	Minor Traf Devices	LSUM	1.00	4200.00	4200.00
018	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	53.00	5.00	265.00
019	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	53.00	1.00	53.00
020	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	9.00	162.00
021	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	1.00	18.00
022	8120370	Traffic Regulator Control	LSUM	1.00	4500.00	4500.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
023	8167011	Turf Establishment, Performance	Syd	10,243.00	7.00	71701.00
024	8182363	Wood Pole, Rem	Ea	8.00	250.00	2000.00
				TOTAL		540,556.00
TOTAL BID WRITTEN OUT: FIVE-HUNDRED FORTY THOUSAND FIVE-HUNDRED FIFTY-SIX DOLLARS AND NO CENTS						

Submitted Bid:	540,556.00
Labor Costs:	110,000.00
Materials Costs:	51,000.00
Equipment Costs:	36,000.00
Possible Change Orders:	N/A UNKNOWN

Bidder's Name:	ALL STAR POWER EXCAVATION LLC
Address:	833 N. BRYS DRIVE
City, State, Zip:	GROSSE POINTE WOODS, MI 48236
Telephone:	734-308-1044
Fax:	N/A
Email Address:	MARK@ALLSTARPOWEREX.COM

Federal ID Number:	36-488-3605
Bid Signed By:	Mark Korneffel (Print or Type: MARK KORNEFFEL)
Title:	CHIEF 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 Mark Korneffel Its CHIEF ESTIMATOR

CONTRACT COMPLIANCE

DATE: November 27, 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

MARK KORNEFFEL 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 MARK KORNEFFEL, ALLSTAR POWER EXCAVATION LLC 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: JANUARY 17, 2024

By: ALLSTAR POWER EXCAVATION LLC
(Bidder's Name)

By: Mark Korneffel
(Signature)

By: CHIEF ESTIMATOR
(Title)

833 N. BYRD DRIVE
Address

GROSSE POINTE WOODS
City

MI 48236
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: ALL STAR POWER EXCAVATION LLC

ADDRESS: 833 N. BYRLS
GROSSE POINTE WOODS, MI 48236

SIGNED BY: Mark Komeffo

TITLE: CHIEF ESTIMATOR

DATE: 1/17/24

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: 1/17/24

By: ALL STAR POWER EXPANSION LLC
(Bidder's Name)

By: [signature]
(Signature)

By: CHIEF ESTIMATOR
(Title)

833 N. BYRD
Address

GROSSE POINTE WOODS
City

MI 48236
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)
ss
COUNTY OF LENAWEE)

MARK KORNEFFEL, being first duly sworn, deposed and says that:

1. He is CHIEF ESTIMATOR of, ALL STAR POWER EXCAVATION LLC the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: JANUARY 18, 2024 By: ALL STAR POWER EXCAVATION LLC
(Company)

By: Mark Korneffel
(Title)

Subscribed and sworn to before me, a Notary Public, this 18 day of JANUARY, 2024.

JODY MONICA JAGIELSKI
NOTARY PUBLIC - MICHIGAN
MONROE COUNTY
ACTING IN THE COUNTY OF LENAWEE
MY COMMISSION EXPIRES OCTOBER 14, 2028

Jody Jagielski
Notary Public, MONROE County,
My commission expires: 10/14/2028

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

1) G M & SONS INC 46900 WESTRD NOVI MI 48377 - CONCRETE

2) CHOP 1505 STEELE AVE SW GRAND RAPIDS MI 49507 — CLEARING

3) GIVE EM' BRAKE SAFETY 2610 SANFORD AVE SW GRANDVILLE MI 49418 - TRAFFIC CONTROL

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, MARK KORNEFFEL an authorized representative of ALL STAR POWER EXCAVATION LLC am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 01/18/2024

Signature MARK KORNEFFEL
CHIEF ESTIMATOR

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
MARK KORNEFFEL	ALL STAR POWER EXCAVATION LLC
Telephone	Email Address
734-308-1044	MARK@ALLSTARPOWEREX.COM

Contract or matter pending with the City:

24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE, CITY OF JACKSON, MI

I, MARK KORNEFFEL, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☒ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

ALL STAR POWER EXCAVATION LLC

Additional information regarding any of the above:

N/A

☐ None of the above apply.

Dated:

Mark Komeffy
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2024,
By _____.

JODY MONICA JAGIELSKI
NOTARY PUBLIC - MICHIGAN
MONROE COUNTY
ACTING IN THE COUNTY OF LENAWEE
MY COMMISSION EXPIRES OCTOBER 14, 2028

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;

(2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

MARK KORNEFFEL, CHIEF ESTIMATOR
Name and Title of Authorized Representative

ALL STAR POWER EXCAVATION LLC
Name of Participant Agency or Firm

Signature of Authorized Representative — 01/18/2024 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: ALL STAR POWER EXCAVATION LLC
2. Established: Year 2014 Number of Employees 30
3. Type of organization: Individual___ Partnership ___ Corporation ___ Other LLC
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: SEE ATTACHED LIST
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 Mark Korneffel Name MARK KORNEFFEL
Title CHIEF ESTIMATOR Date 01/18/2024

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:	ALL STAR POWER EXCAVATION LLC
ADDRESS:	833 N. BRYS DR
CITY, STATE, ZIP:	GROSSE POINTE WOODS, MI 48236
TELEPHONE:	734-771-7064
OFFICERS:	
President: ANNE JOSEPH	Email Address: ANNEJOSEPH1@GMAIL.COM
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 10	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

N/A

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

SUPERINTENDENT AND MANAGEMENT ASSESSES SKILLS AND QUALIFICATIONS

CRITERIA 4:

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

YES

CRITERIA 5:

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

YES

CRITERIA 6 (ATTACHMENT REQUIRED) SEE ATTACHED

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED) SEE ATTACHED

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

✓ 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: SEE ATTACHED INSURANCE CERTIFICATE

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:	MOURER FOSTER INC
Type of Coverage:	COMMERCIAL, AUTO, WORK COMP, UMBRELLA LIABILITY
Telephone:	517-371-2300

Are you self-insured for Worker's Compensation Insurance? Yes_____ No ✓

CRITERIA 12 (ATTACHMENT REQUIRED): SEE ATTACHED

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

__✓__ 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.

YES, WARRANTY ALL LABOR, EQUIPMENT AND MATERIALS.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

YES, AGREE TO PAY CURRENT WAGE AND BENEFITS

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

ALL STAR POWER EXCAVATION LLC WILL COMPLY WITH THIS ORDINANCE IN EACH CONTRACT & SUBCONTRACT

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

CHANGE ORDERS UNKOWN AT THIS TIME

CRITERIA 18:

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

SEE ATTACHED SHEETS

CRITERIA 19 (ATTACHMENT REQUIRED): SEE ATTACHED

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

YES

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

YES, AGREE

CRITERIA 22 (ATTACHMENT REQUIRED): SEE ATTACHED

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

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. PERFORMANCE IS EVALUATED BY SUPERINTENDENT AND MANAGEMENT

CRITERIA 24 (ATTACHMENT REQUIRED) SEE ATTACHED

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

✓ Yes IF AWARDED CPR/FIRST AID _____ No

CRITERIA 26 (ATTACHMENT REQUIRED): N/A

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

ALL STAR POWER EXCAVATION IS ACTIVELY HIRING

CRITERIA 28 (ATTACHMENT REQUIRED): SEE ATTACHED

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:** SEE ATTACHED

ALL STAR POWER EXCAVATION LLC
Print Firm Name/Principal

Mark Kornefeel , MARK KORNEFEEL , CHIEF ESTIMATOR
Signature/Principal

01/18/2024
Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
2. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

CITY OF JACKSON

24-08 MLK EQUALITY TRAIL RECONSTRUCTION
FROM OPTIMIST SHELTER TO WEST AVENUE

BID EVALUATION

A. PRICE
- Change Orders unknown

B. CORPORATE ACCOUNTABILITY
- Qualifications are attached
- MDOT Prequalified DBE – Certificate attached
- References are attached
- Project List attached – current and completed
- Current Insurance Certificate attached
- Bonding capabilities attached
- All construction work for this project will proceed economically, efficiently, continuously and without interruption

C. WORKPLACE SAFETY
- No apprentices are anticipated to be used on this project
- EMR Letter attached
- If awarded the project, Foreman will have OSHA 10 Training and current CPR/First Aid Certificate
- Attached - Safety Plan

D. WORKFORCE DEVELOPMENT
- All Star Power Excavation pays current Prevailing Wage Rates
- Health Insurance, Vacation, Paid Leave is included
- Non-union Company, so not registered with an Apprenticeship Program with the US Department of Labor
- Superintendent assesses skills and qualifications along with management

E. SOCIAL EQUITY
- EEO Statement attached

CRITERIA 12

- All Star Power Excavation LLC, has a full force of operators, laborers and management and exceptional subcontractors. Construction workers will not be misclassified as independent contractors.

Disadvantaged Business Enterprise

Disadvantaged Business Enterprise
Unified Certification Program

Acknowledges

All Star Power LLC

As a certified DBE in accordance with 49 CFR Part 26 as published in the Code of Federal Regulations

MDOT
Michigan Department of Transportation

Date of Certification: 11/10/2020

Date Issued: 11/12/2020

Reidar M. Keating, Manager
Office of Business Development

Lisa Thompson, Administrator
DBE Program

MDOT has certified your firm as a DBE on behalf of all Michigan Unified Certification Program (MUCP) partnering agencies.

This certificate is accurate as of the date issued. It remains valid assuming all DBE Program requirements are met, however it is subject to change. For the most up to date information, please visit the MUCP website at: www.michigan.gov/mdotdbe prior to issuing any or all subcontracts.

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

June 8, 2023

All Star Power Excavation LLC
833 N Brys Dr
Grosse Pointe Woods MI 48236

Vendor ID: 02083

Dear Contractor:

Thank you for your interest in doing business with the Michigan Department of Transportation (MDOT) as a prequalified construction contractor. This is to inform you that the application submitted for prequalification by **All Star Power Excavation LLC has been approved.**

In accordance with our Administrative Rules, an **overall financial rating of $8,560,000.00** has been established which covers numerical ratings in the classifications(s) listed below:

4000	($4,000,000.00)	Ea	Grading, Drainage Structures & Agg. Cons
1000	($1,000,000.00)	K	Sewers and Watermains

This prequalification rating is effective until April 30, 2024 ; a renewal application must be submitted by this date to prevent removal of prequalification.

If the assigned rating is not satisfactory, the Prequalification Committee must be notified in writing within 15 days of having been advised of the rating granted. MDOT may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in its opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

If you have any questions or need additional information, please use the following contacts:

Construction Prequalification: MDOTPrequal@michigan.gov , Prequalification Website
Bid Letting (electronic bidding process): MDOT-BidLetting@michigan.gov , Bid Letting Website

Congratulations on your status as an MDOT Construction Prequalified Contractor. MDOT's Construction Prequalification team looks forward to working with you!

Lawrence F. Strzalka
Construction Contracts Section Manager
Contract Services Division

All Star Power Excavation, LLC

833 N. Byrs

Grosse Pointe Woods, MI 48236

Exhibit A statement of qualifications:

Background and Experience

Owner: Anne Joseph, B.S. business, Central Michigan University, 37 years in sales/management.

Operations Manager: Kadry Ebrahim, Masters in Business Administration, University of Michigan, 30 years' experience in construction, earthwork, utilities, general excavation.

Senior Estimator/Project Manager: Mark Korneffel, B.S. Science degree in engineering, Michigan State University, 56 years' experience in heavy construction, earthwork, utilities, demolition, pile driving, site development, explosive demolition.

General Superintendent: Richard Cody, 36 years in the construction industry performing road work, underground utilities, earthwork, wetland development, box culverts, landscape development; current certificate in SWS from DEQ.

Qualifications for Mark Korneffel Senior Estimator/project manager

In the construction business for over 56 years estimating, managing and performing explosive demolition, pile driving, earthwork, mass excavations, site work, storm, sanitary and water lines, box culverts of all types, cmp corrugated arch structures, the largest being 250 lf long x 30 ft wide x 20 feet high. Previously owned and operated two construction companies performing explosive work for utilities, concrete foundations, bridges, smokestacks, rock blasting of all types as far away as Puerto Rico. In the earthwork company managed and estimated industrial site work including foundation excavation and backfill, mass excavations, storm, sanitary and water lines, mass grading and site development for industrial, school, MDOT and municipalities.

List of projects that the employees of All Star Power have completed working for other companies prior to working for All Star Power

Mark Korneffel, senior estimator and project manager

ABC Paving Company 2005-2010

Chief Estimator

MDOT South Huron River Road reconstruction from West Jefferson to Armstrong Road, approximately 1 mile of drainage, earthwork, asphalt pavement, restoration. Approximate value $900,000.00

City of Gibraltar, Michigan; Removal and replacement of 5 miles of asphalt roads, curbs, sidewalks, drainage improvements, restoration. Approximate value 1.5 million.

Lincoln High Schools; Earthwork, drainage, box culvert, remove and replace asphalt roads, signage, striping, restoration. Approximate value $900,000.00

City of Monroe Michigan temporary prison site, building roads, building foundations, underground utilities, installing geogrid, aggregate base, asphalt paving. Approximate value 1 million,

Henry Ford West Bloomfield Michigan; Multi-million addition working for Turner Construction, performing site earthwork, underground storm, sanitary and waterlines, building excavation and backfill, parking lot and roadway construction, approximate value 2.5 million.

Erie Construction 2014-2018

Mark Korneffel Senior Estimator/Project Manager & Rich Cody Superintendent

MDOT Road Wylie Road improvements Dexter, MI. Removing existing pavement, earthwork to new subgrades, underground drainage and edge drains, aggregate base installation, Concrete curbs and approaches, asphalt paving. Work completed in 30 days. Approximate value $400,000.

Monroe County Road Commission; Dean and Monroe Streets; earthwork, drainage, pavement removal, aggregate base asphalt paving o. approximate value $550,000. Reference Steve Bouws, Mannick & Smith 734-755-8273

MDOT Monroe County MI; South Stoney Creek Road, Relocating an existing road involving pavement removal, earthwork, underground utilities, box culvert, removal of old culvert. Approximate Value $500,000. Reference Monroe County Road Commission Engineer Mike Smith 734-625-1413 and Steve Bouws with Mannick & Smith 734-755-8273

MDOT Monroe County MI; 7th street widening and reconstruction, asphalt pavement removal, underground utilities storm and sanitary, aggregate base, concrete curbs and approaches, asphalt paving. Approximate value $350,000. Reference: Mike Smith Monroe County Road Commission 734-625-1413

City of Southgate Michigan; MDOT project installing new walkway in an existing parking lot including pavement removal, earthwork, underground utilities, curbs and decorative crosswalks, concrete sidewalks, Tree installation, restoration and asphalt paving and striping. Approximate Value $425,000.00. Reference: Troy Nuccio Hennessey Engineering 734-759-1600

MDOT from South Huron Road north to the Huron River, installation of walking path work included clearing, earthwork, undercutting, geogrid installation, 1x3 aggregate and 21aa limestone aggregate base, plantings, drainage work, asphalt paving. Approximate value $400,000.

Macomb County Drain Commission; excavation, widening and deepening existing drain, including clearing, culvert cleanout, underground utilities, pavement replacement, CMP bridge culvert. Approximate value $325,000.

MDOT Monroe County US-24 over Little Lake Creek: replacement of existing concrete culvert and installation on a 25'x10'x66 ' concrete 3 sided culvert, including poured in place aprons, drainage improvements, pavement removal, concrete curbs and spillways, guardrail installation, tree removal. All work completed in 60 Calendar days. Approximate value 1.1. Million. Reference Craig Heidelberg and Jim Daavetilla, MDOT Brighton TSC, 810-227-4681

MDOT, Monroe County, MI Construction of two wetlands mitigation areas Morin and Wilmoth Parcels including earthwork, utilities, plantings, snake habitat, overflow structures, dewatering, and Aluminum culvert bridge. Approximate value 1. 2 million.

MDOT, Monroe County, MI Removal and replacement of existing structure over little Swan Creek, Exeter, MI including placement of 12'x10'x 56 long box culvert, earthwork, underground utilities, concrete curb, guardrail installation, asphalt paving, striping. Approximate value $400,000. Reference Steve Bouws with Mannick & Smith Engineers 734-755-8273, Mike Smith Monroe County Road Commission 734-625-1413

Mark Korneffel:

Numerous other projects over 50 years in the construction business doing earthwork, explosive demolition of concrete, rock and buildings, marine blasting, underground storm, sanitary and waterlines, mass grading for schools, auto companies, general contractors, MDOT, various municipalities: worked in Puerto Rico, Texas, Ohio, Indiana, Wisconsin, Kentucky, Missouri, West Virginia, Tennessee, Minnesota.

Richard Cody:

Numerous projects over 36 years in the construction business performing earthwork, underground utilities, mass grading, culvert removals and box culverts, road projects, landscape restoration, wetland construction.

All Star Power Excavation LLC

833 N. Byrs Drive, Grosse Pointe, Woods, MI 48236

Completed projects and work on hand

2018-2020

Ashley Capital Brownstown Facility: North Sanitary and Storm sewer installation working in high traffic area and inside of buildings installing utilities. amount of contract $800,000.00. Project completed early 2019. Ellen Butler 734-637-5985

Ashley Capital Delta Township Demolition Project; demolition of pump house and re-creation of ditch area. Contact Ellen Butler 734-637-5985; amount of contract $250,000.00. Project completed 2019.

Ashley Capital Crossroads Distribution Center Drainage enhancement; excavated and create ditches and parking lot area. Two projects $360,000 and $160,000. Project completed in 2018. Ellen Butler 734-637-5985

City of Farmington Hills, Hathaway Street Reconstruction; Complete removal and replacement of industrial road approximately 2500 feet, consisting of asphalt removal, underground utilities, aggregate base and subbase course, geogrid installation, sidewalk, driveway and curb removals and replacement, asphalt paving, striping, traffic control, restoration of project site. Contract completed June 2020; approximate value 1.1 million. Contacts: Tim Waker chief inspector 248-231-8572; Jim Cubera Chief engineer 248-871-2569 for references. HRC inspector: Mark Gazley 248-535-3357

MDOT roundabout construction, Washtenaw County, consisting of creating a new roundabout intersection at 7 mile road and Pontiac trail; work consists of pulverizing existing asphalt, station grading, underground utilities, aggregate base course, shoulder installation, rip rap installation. Approximate value $315,000. Contract completed July 2020. Working as a sub-contractor to Cadillac Asphalt LLC. Contact Kyle Toteff with Cadillac Asphalt 734-732-5976; Charlie Pauls

inspector for Washtenaw County: 517-882-0383; Mark McCullogh Washtenaw County Road Commission project engineer: 734-327-6679

2021-2023

Benz Creek Drainage project for Washtenaw County Water Resources Commissioner contract 1.0 million. Work involved reconstruction of a drain thru the Huron Hills Golf club including underground utilities, landscape boulders, stone walls, bridge culverts, grading and wetland plantings, shaping and restoration of the drainage area from the front 7 to the back 11 holes of the golf course. Project completed May 2021. For references please contact Jamie Burton Hubbell, Roth & Clark 248-535-3414 or Harry Sheehan with Washtenaw County Water Resources.

Gallup Park for City of Ann Arbor, walking path, drainage, picnic tables, benches, restoration; approximate value $270,000. Work completed May 21, 2021. Adam Fercho 517-281-7810

Cadillac Asphalt, Lawson Drive, Howell, MI; earthwork, utilities, aggregate base; Work completed July 2021. Contact Jim Bliss Cadillac Asphalt 248-388-8509

MDOT I-94 between Dexter and Chelsea, MI performing asphalt removal, earth excavation, underground utilities for Ajax Paving. Contract amount $1.3 million, project completed November 2021. Contact Alex Vasquez 248-925-6284

MDOT Sibley road reconstruction, Chelsea, MI; sub to Cadillac Asphalt; Work completed August 2021. Contact Kyle Totoff with Cadillac Asphalt 734-732-5976.

Gallagher Road Trail, Rochester, MI. Build a 5400 lf walking path, Earthwork, underground utilities, aggregate base, sidewalks, restoration, traffic control. Contract amount $553,000.00. Work Completed October 2021.

Prime contract with Ypsilanti Township, South Huron Pathway, contract $525,000, project completed August of 2022, except for punch list items. OHM Engineers. Contact Phil Mally with OHM 734-474-8018

MDOT Ann Arbor Trail and Beck Road widening. Earthwork, underground utilities, pavement and curb removals, grading, aggregate base. Subcontract with Cadillac Asphalt, Contract amount $325,000. Project completed November 2022. Contact Kyle Toteff 734-732-5976

MDOT Barker Road and Packard Road reconstruction Ann Arbor, MI. Subcontractor to Cadillac Asphalt. Contract amount $535,000. Crushing and shaping and widening existing road, removal and earthwork, utilities, aggregate base, case one structure adjustments. Work completed September 2022. Contact Kyle Toteff 734-732-5976

City of Southfield, Michigan; Southbound Northwestern Highway service drive asphalt path. Building 2300 feet of asphalt path, storm sewers, aggregate base, curbs, sidewalks, restoration. Contact Matt Slicker with Hubbell, Roth and Clark Engineers 248-535-3342. Contract amount $319,000. Work started April 2022, completed July 2022.

Ashley Capital Romulus Michigan, rebuild existing detention pond, underground utilities, aggregate, rip rap installation, restoration with seed, and mulch blankets. Contract amount $650,000.00 completion spring of 2023. Contact Jim Alcorn with Ashley Capital; 734-626-3897

MDOT; City of Dexter, MI, 3rd Street and Broad Street Reconstruction, clearing, HMA removal, earthwork, grading, underground utilities, sidewalk and curb removal and replacement, aggregate base, asphalt paving. Contact OHM Advisors; Adrienne Young 412-398-2427. Contract amount $734,000. Work scheduled to start July 2022 complete October of 2022.

City of Southfield, 2022 pathways. Prime contract $629,000. Project started October 2022, complete spring of 2023. 5,000 lf of asphalt path, clearing, utilities, aggregate base, concrete curbs, walks, striping, traffic control. Contact Cara Parks OHM; 586-817-2424

MDOT; Wayne County Parkland Park renovations; earthwork, site utilities, rain garden construction, boulder walls, asphalt parking lot and pathways, concrete sidewalks and curbs, restoration. Contact OHM Advisors; Jon Daggy 248-867-0419. Contract amount $535,000 started June 2022 complete July 2022 except for turf establishment and landscaping 2024.

Michigan Department of Management and Budget; Belle Isle Driker Trail gravel path improvements. Prime contract; $289,000.00. rebuilding existing trails and installing new trails, kiosk sign, bridge abutment repairs, restoration

MDOT City of Novi, Taft Road Reconstruction, Subcontractor to Cadillac Asphalt, contract amount $1,571,000. Completion summer of 2023. Contact Cherilyn Banas, Cadillac Asphalt 734-447-0219

City of Sterling Heights Plumbrook Road Reconstruction. Sub contract with Cadillac Asphalt $1,077,000. Removal and reconstruction of 1.7 miles of roadway including pavement removal, earth excavation, underground utilities, aggregate base. HMA removal. Completion September 2023. Contact Dale McIntyre with Cadillac Asphalt; 248-388-7074

Canton 2023 Major Roads, Subcontract with Cadillac Asphalt, earth excavation, grading, aggregate base, underground utilities; $393,000.00. Completion summer of 2023. Contact Mike Verklan with Cadillac Asphalt; 734-231-5924

Work on hand; as of January 2024

Washtenaw County Parks and Recreation; B2B Dexter-Chelsea Trail, 3 miles shared-use path, earth excavation, aggregate base, culverts, pedestrian bridge, boardwalks; $3,100,000. September 2023 Start, Spring 2024 Completion. Contact Roy Townsend with Washtenaw County Parks and Recreation; 734-845-1903

Livingston County Road Commission, Gannon Road culvert replacement. Removal of exiting pipe and installation of 53' long box culvert. $537,000 start in July of 2024, complete by October of 2024.

ALLSTAR-07 JSLEAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2024

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

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

PRODUCER	CONTACT NAME: James Slear	
Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933	PHONE (A/C, No, Ext): (517) 371-2300 219	FAX (A/C, No): (517) 371-7121
	E-MAIL ADDRESS: jslear@mourer-foster.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Company	22543
INSURED	INSURER B :	
All Star Power Excavation LLC 833 North Brys Drive Grosse Pointe Woods, MI 48236	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CP3343843	5/20/2023	5/20/2024	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X XCU Included						MED EXP (Any one person)	$ 10,000
	[ ]						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			A3343844	5/20/2023	5/20/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CU3343846	5/20/2023	5/20/2024	EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3343845	5/20/2023	5/20/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			CP3343843	5/20/2023	5/20/2024	Leased/Rented	200,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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MOURER-FOSTER, INC.

615 North Capitol Avenue
Lansing, MI 48933
Phone: 517-371-2300 Fax: 517-371-7121

www.mourerfoster.com

January 11, 2024

All Star Power Excavation, LLC
833 N. Brys Drive
Grosse Pointe Woods, MI 48236

RE: Bonding Capacity

To Whom It May Concern:

This will advise that United Fire & Casualty Company serves as Surety for All Star Power Excavation, LLC. United Fire & Casualty Company stands ready to tender surety credit to All Star Power Excavation, LLC regarding all bid, performance and labor and material payment bonds up to $5,000,000 single project $10,000,000 aggregate work program.

This program is dependent upon the current financial condition of All Star Power Excavation, LLC. Should their financial condition change, this commitment will be altered. As always, United Fire & Casualty Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

United Fire & Casualty Company carries an A.M. Best Rating of A- (Excellent) and a Financial Size Category of X ($500 Million to $750 Million).

If you need additional information, please give me a call.

Sincerely,

James N. Slear
Attorney-In-Fact

MOURER-FOSTER, INC.

615 North Capitol Avenue
Lansing, MI 48933
Phone: 517-371-2300 Fax: 517-371-7121

www.mourerfoster.com

01/11/2024

All Star Power Excavation, LLC

To Whom It May Concern:

RE: All Star Power Excavation, LLC

All Star Power Excavation, LLC's current Workers Compensation policy is placed with Secura Insurance Company, policy number WC 3343845.

Their Experience Rating Modification is/was as follows:

2023-2024: .84
2022-2023: .92
2021-2022: .91

Sincerely,

James N. Slear
Account Executive

ALL STAR
Power Excavation LLC
833 N Brys Drive • Grosse Pointe Woods, MI 48236
www.allstarpowerexcavation.com

CONSTRUCTION OPERATIONS SAFETY PLAN

SUMMARY

The purpose of this document is to address various Safety, Health and Environmental concerns that occur during the course of our normal and usual construction site operations. Specific responsibilities, roles, authority and requirements as they pertain to the safety of our employees will be discussed herein. It is our intent that this plan will identify known potential hazards and to establish communication and control measures to prevent injury or harm. Additionally, we will establish provisions to address the control of potential environmental impact from our activities where applicable.

This plan is intended to be a companywide overview of our safety and health program. Our typical construction operations include; excavation, grading, drainage improvements, site work, environmental compliance (soil erosion control) and traffic control. Also typical for our projects and performed by subcontractors, are paving, either, asphalt or concrete, pavement marking, and landscaping.

These operations present primary physical hazards that may occur including, but not limited to:

- Exposure to vehicular and pedestrian traffic and to construction equipment operations.
- Exposure to noise, dust, uneven terrain and uneven walking surfaces.
- Exposure to excavations and trenches and working at heights.
- Exposure to inclement weather, temperature extremes and high humidity.
- Exposure to overhead hazards (power and communication lines, overhead structures).

The company operations could present chemical hazards that may be encountered. These could include, but are not limited to:

- Exposure to concrete or silica.
- Exposure to petroleum products (gasoline, diesel, hydraulic and motor oils)
- Exposure to paints, solvents and cleaners.
- Exposure to impacted soils.

All company management, staff, supervisors, and workers are to be made aware of the provisions of this Safety Plan and should understand the potential hazards and onsite controls. All personnel are to be provided a Safety Orientation upon hire as defined in this Plan. They shall also be provided with the knowledge of additional Safety Training that is available through industry affiliates.

All Star Power Excavation, LLC Safety Commitment

It is the policy of All Star Power Excavation, LLC, to provide a safe working environment for its employees. To this end, the company, along with all of our employees, will seek to comply with all applicable standards pursuant to the Michigan Occupational Safety and Health Act.

All Star Power Excavation, LLC Corporate Safety Policy

The Occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working conditions. The safety and health of our employees continues to be the first consideration in the operation of our business.

Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels.

It is the intent of All Star Power Excavation, LLC to comply with all laws. To do this we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he or she knows is not safe or healthful. Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct.

The personal safety and health of each employee of All Star Power Excavation, LLC is of primary importance. The prevention of injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum. Our goal is always zero accidents and injuries.

SAFETY PLAN

INTRODUCTION

This Safety Plan will be administered by Mr. Adry Ebrahim.

The Onsite Safety Supervisor will be Mr. Richard Cody or another competent person as designated.

HEALTH AND SAFETY REQUIREMENTS

1.0 Safety Orientation

Prior to commencement of site work activities, all on-site staff, supervisors, and workers will be provided a safety orientation. The Safety Orientation shall include a review of the company Safety Plan, applicable rules and regulations, and the roles and responsibilities of management, staff, supervisors and workers. A general overview of the project site should be presented to hi-light any known, or unusual safety concerns or exposures particular to the project.

2.0 Training

All field staff, supervisors, and site workers will be trained in accordance with applicable regulatory requirements for the tasks they are expected to perform or direct. All personnel are required to remain current in all of their required training and evaluate their need for additional training when a change it the work scope or site conditions are encountered.

In addition to Contractor-required general safety training, field supervisors and site workers may be required to complete, or show evidence of completion of any supplemental task specific training developed for or required for the tasks to be performed. Required supplemental or regulatory training may include, but is not limited to:

Excavation Competent Person
Fall Protection
Lock-out/Tag-out
Ladder Safety
Regulatory-required Competent or Qualified Person training.
MDOT Traffic Regulator training

3.0 Fitness for Duty

All employees, supervisors, managers and field staff are expected to be fit for duty when they report to work and throughout the work shift. Should any employee, supervisor, manager, or field staff be found to demonstrate incapacity because of drugs or the use of alcohol, the Site Supervisor shall immediately remove the worker from the project.

4.0 Safety Meetings

Field Supervisors shall perform on-site safety meetings including, at a minimum, a Weekly Toolbox Talk with their respective personnel. Notes shall be kept for all Toolbox Talks and they shall be signed by all attendees. The notes shall be submitted to the Safety Plan Administrator.

A well-ordered flow of information is essential to a good safety program. The company, through a program of safety meetings at all levels, intends to accomplish the goals of safety awareness, education, and participation.

We are committed to efficient and quality training that increases safety awareness amongst all employees.

Safety meetings for employees will be held on a regular basis to demonstrate management's commitment to accident prevention. Possible agenda items include but are not limited to the review of accidents, safety education, safety inspections, elimination of workplace hazards, new methods of improving job performance, employee training, personal protective equipment, safety incentives, hazard communication, lockout/tagout, respiratory protection, fall protection, and other safety policies.

It is vital to this Workplace Safety Program that all safety training and meetings be carefully documented. Written records of all safety meetings are the responsibility of the Supervisor(s).

5.0 Hazard Communication

Hazardous materials that may be encountered during the course of work operations. The Site Supervisor shall obtain a copy of the pertinent Safety Data Sheet (SDS) for all material brought on site. The copies will be maintained on-site. All personnel shall be briefed on the hazards of any chemical project they use, and shall have access to all SDS.

All containers on site shall be properly labelled to indicate their contents. Labelling shall indicate potential health and safety hazards (flammability, reactivity, etc.).

6.0 Incident Reporting & Notifications

In an emergency/life-threatening situation, use the appropriate local emergency phone numbers and seek immediate medical care. All work-related injuries, illnesses and Incidents, including near miss events, shall be reported to the Field Supervisors immediately.

- **Emergency Phone Number: 911**

Injuries, illness and incidents shall be documented and submitted to the Safety Plan Administrator. All corrective actions and follow-up information will also be documented and submitted to the Safety Plan Administrator. In addition:

- Provide the Owners Representative, or the General Contractors Representative with verbal notification immediately for Incidents involving personal injury and damage to property.
- Submit an Incident investigation report no later than 24 hours following each incident, and include MDOT Damage Claim form if applicable.

Local Law Enforcement should be notified of Incidents and site conditions that involve members of the public. A copy of any prepared Police Report should be requested.

7.0 Housekeeping

During site activities work areas will be policed for identification of excess trash and unnecessary debris. Such material will be collected and placed in an appropriate container for disposal. Intermingling of trash/debris with known or suspected contaminated materials will not be permitted.

8.0 Personal Protective Equipment

The purpose of personal protective equipment (PPE) is to provide a barrier to shield or minimize the risk or exposure from chemical and/or physical hazards that may be encountered during work activities. The minimum standard PPE shall be as listed below:

- Appropriate work clothes, including long pants and shirts.
- Appropriate work gloves (task-dependent)
- Minimum Class C hardhat.
- Appropriate footwear, i.e. work boots with ankle support. Gym shoes, sandals, or open-toed shoes are not appropriate.
- Safety glasses with side shields, safety goggles, goggles or face shields are required when recognized eye hazards exist.
- Minimum high visibility apparel requirement is DOT Class 2 vests, shirts, or jackets with required reflective striping. DOT Class 3 apparel is required for night work.
- Ear plugs or ear muffs are required when workers are exposed to noise levels that exceed 85dB or if required by a documented hazard assessment.

9.0 Personal Hygiene

Personal hygiene is essential to health. The following minimum requirements will be maintained.

WATER SUPPLY An adequate supply of potable water will be available for field personnel consumption. Potable water can be provided in water bottles, canteens, water coolers or other potable water containers. When required, single use cups will be supplied as well as disposal containers. Any potable water container will be properly marked to identify the container.

TOILET FACILITIES A minimum of one toilet/urinal facility will be provided at each job site. Separate facility will be provided for each sex except where there are less than five (5) total personnel on site.

10.0 Stop Work Authority

All employees have the right and duty to order a 'stop work' when conditions are unsafe and to assist in correcting these conditions. In the event the determination is made that workplace conditions present an uncontrolled or unmitigated risk of injury or illness to employees or members of the public, immediate resolution is to be sought in conjunction with the Field Supervisor. Should the Field Supervisor be unable, or unwilling, to correct the unsafe condition(s), the employee is authorized and required to initiate a 'Stop Work'. The stop work shall be immediately binding on all personnel exposed to the hazard.

In the event a 'stop work' is initiated the Safety Plan Administrator is to be notified, and the 'stop work' conditions or hazard shall be documented along with any and all corrective actions taken.

11.0 Routine Safety and Health Inspections

Routine safety and health inspections of all job sites will be conducted as necessary by the Safety Officer or Field Supervisor. The inspection will be conducted to discover conditions and work practices that may lead to job accidents and industrial illnesses, through specific, methodical auditing, checking, or inspection procedures.

A. Inspection elements. The following inspection elements will be checked during safety inspections.

• Floors	Condition, slip, trip, falls
• Aisles	Marking, obstructions
• Stairs	Condition, railings, obstructions
• Ladders	Condition, Metal in electrical areas
• Exits	Obstructions, locked?, lighted?
• Ventilation	Adequate, fans guarded?, maintained
• Hand tools	Grounded, guarded, pressure switches
• Chemicals	MSDS's, labels, storage, separated
• Compressed gas	Storage, heat sources, labels, training
• Guarding	Installed, over, under, around, between
• Lockout Tagout	Procedures, training, devices, tags
• Eye protection	Used, training, Z-87 rated protectors
• Fire protection	Extinguishers, training, locations
• First Aid	Kits, OSHA logs, training
• Confined Spaces	Marked, training, ventilation, equipment

B. Inspection report. The Safety Officer will provide a safety report based on the inspection items noted during the inspection to the appropriate supervisor.

12.0 Hazard Reporting

All employees are required to report potential or known hazards immediately upon identification. If possible, the hazard should be eliminated immediately when found. Otherwise, the immediate supervisor must be notified and all work where employees are exposed to the hazard must be discontinued until the hazard has been removed.

13.0 First Aid Procedures

Serious Injuries

Supervisors will be responsible to ensure all employees report serious accidents or injuries immediately to the Safety Officer. Where employees require professional medical attention, the Supervisor will accompany the employee to the hospital or clinic and observe the employees condition and status. The supervisor will report directly to the Safety Officer the condition of the employee and ensure that proper accident investigation procedures are followed.

Minor injuries

Minor injuries, such as cuts, scratches, bruises, and burns that do not require a doctor's treatment, may be handled by the employee at the jobsite. Recurring first aid injuries will be reported to the Safety Officer to ensure they do not become serious.

First Aid Kits

First aid kits will be maintained at each jobsite by the Supervisor. All employees will be made aware of the location and availability of the first aid kit. The type of first aid kit to be maintained will be for minor emergencies such as cuts and skin abrasions.

14.0 Accident Investigation

Accident investigation is primarily a fact-finding procedure; the facts revealed are used to prevent recurrences of similar accidents. The focus of accident investigation will be to prevent future accidents and injuries to increase the safety and health of all our employees.

A. Immediate concerns.

- Ensure any injured person receives proper care.
- Ensure co-workers and personnel working with similar equipment or in similar jobs are aware of the situation. This is to ensure that procedural problems or defects in certain models of equipment do not exist.
- Start the investigation promptly.

Accident Investigation Form
An investigation form which details specific company requirements for investigation will be used to gather data to determine causes and corrective actions. As a minimum the form will contain the following areas of concern.

B. Accident investigation form data
   - Injured employee's name
   - Date and time of injury
   - Occupation or task being performed when injured
   - Employee's address
   - Time shift started
   - Overtime length when injury occurred
   - Physician's and hospital name (if transported)
   - Type of injury
   - Resulting fatalities
   - Description and analysis of accident
   - Action taken to prevent recurrence and person
   - Employee's statement
   - Witnesses' statement
   - Person completing form and date
   - Person reviewing form and date

C. Supervisors will be responsible to fill out accident reporting/investigation requirement forms and to reinforce the safety program.

15.0 General Safety Rules for all Employees

The following safety rules are established by this company as general safety rules for all Employees.

- Never operate any machine or equipment unless you are authorized and trained to do so.
- Do not operate defective equipment. Do not use broken hand tools. Report them to your supervisor immediately.
- Never start on any hazardous job without being completely familiar with the safety techniques which apply to it. Check with your supervisor if in doubt.
- Make sure all safety attachments are in place and properly adjusted before operating any machine.
- Do not operate any machine or equipment at unsafe speeds. Shut off equipment which is not in use.
- Wear all protective garments and equipment necessary to be safe on the job. Wear proper shoes. Sandals or other open-toed or thin-soled shoes should not be worn.
- Do not wear loose, flowing clothing or long hair while operating moving machinery.
- Never repair or adjust any machine or equipment unless you are specifically authorized to do so by your foreman.
- Never oil, clean, repair, or adjust any machine while it is in motion.
- Never repair or adjust any electrically driven machine without opening and properly tagging the main switch.
- Put tools and equipment away when they are not in use.
- Do not lift items which are too bulky or too heavy to be handled by one person. Ask for assistance.

- Keep all aisles, stairways, and exits clear of skids, boxes, air hoses, equipment, and spillage.
- Do not place equipment and materials so as to block emergency exit routes, fire boxes, sprinkler shutoffs, machine or electrical control panels, or fire extinguishers.
- Stack all materials neatly and make sure piles are stable.
- Keep your work area, machinery and all company facilities which you use clean and neat.
- Do not participate in horseplay, or tease or otherwise distract fellow workers.
- Power-truck operators must safeguard other workers at all times; workers must show courtesy to power-truck operators.
- Floor mounted extension cords should be placed so that they are flush to the ground at all times.
- Frayed or damaged electrical cords should be replaced.
- Never take chances. If you're unsure, you're unsafe!
- Ask for help, if needed.

16.0 Disciplinary Actions for unsafe acts

Employee safety is paramount at All Star Power Excavation LLC. The willful commitment of an unsafe act cannot be condoned. Employees who willfully jeopardize their own or coworkers' safety will be disciplined. The type of discipline can range from a verbal warning to dismissal. The Safety Officer, and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. Disciplinary action other than a release from shift without pay must be reviewed by the company Owner.

Forms of discipline.

- Verbal warning. The company Safety Officer, and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. A second verbal warning in the same shift will be grounds for release from the current work shift without pay. The immediate supervisor will be consulted in all cases and will make the determination for release.
- Written warning. A written warning will be issued automatically for a second verbal warning for an unsafe act. The written warning will become part of the employee's permanent personnel record.
- Retraining. It must be considered that the possibility exists that lack of proper training may be a cause of any unsafe act. Supervisors will review the need for employee remedial training in their job skill to enable them to better accomplish their jobs.
- Dismissal hearing. The employee concerned will be notified of his or her rights in advance of termination. The option of dismissal will be reviewed by the company

Owner before termination. The immediate supervisor will be consulted to determine if a lesser form of discipline is warranted. The employees' rebuttal (if provided) will be considered along with the severity of the act, the supervisor's recommendation and any other supporting information provided at the time of the time of the hearing.

SAFETY PLAN PRIMARY RULES

1) Report all work related injuries, accidents, property damage accidents, equipment damage and any related incidents to your Supervisor immediately.

2) Wear the appropriate personal protective equipment required for the task(s) you are performing. Hardhats and Safety Vests/Shirts are required at all times.

3) Do not enter any excavation unless it is properly sloped or supported. The excavation must also have ladders, ramps or stairways within 25 feet of your work location to provide an exit route from the excavation. NEVER place yourself between a trench box and the exposed bank of an excavation.

4) Do not enter a confined space such as a manhole, pipe or enclosed tank until the interior air has been tested for air quality.

5) Do not walk, or work, under any raised load or under unprotected overhead work.

6) Do not ride on any part of any equipment unless the equipment manufacturer provides a passenger seat as part of the equipment.

7) Maintain clear walkways in, around, to and from all work areas. Clean up as your work progresses.

8) Do not use tools or equipment that you have not been trained to use. Always use the appropriate tool for the task you are performing.

9) Be 100% tied off or protected by guardrails when working at six (6) feet, or greater above the ground.

10) Report any and all unsafe conditions to your Supervisor immediately. ALL injuries must be reported to your Supervisor immediately.

SAFETY PLAN POLICIES

DRUG AND ALCOHOL POLICY

With the goal of providing a safe and lawful working environment, the consumption of, possession of, or being under the influence of alcoholic beverages, controlled substances or illegal drugs on any project site, or in any vehicle used for company business is strictly prohibited. Additionally, the using, selling, buying, making, dispensing or being under the influence of illegal drugs or controlled substances while at work or operating a company vehicle is strictly prohibited.

In our efforts to promote and ensure a safe working environment the company has instituted the following rules and procedures under our drug and alcohol policy.

1. All Star Power Excavation, LLC requires that each employee confirm (by signing for receipt of the safety plan) that they will not begin any work at any site while under the influence of illegal drugs or alcohol. They also confirm that they will not work while under the influence of legal recreational drugs or prescription medications that may impair their ability to work safely.
2. After hire, employees may be subject to random testing for the use of alcohol, controlled substances or illegal drugs, or in the case of reasonable suspicion.
3. Testing will be required in the following instances:
    a. Post-accident testing.
    b. Return to work testing.
4. Employees are also expected to use all prescribed medications in a safe and lawful manner.

All testing conducted under this policy will be done by a third party medical / urgent care facility that is recognized as proficient in the collection and processing of the required tests.

Under this policy it is expected that all employees will be fit for duty when they report to work. Employees who are not fit by reason of illness, injury, drug medication or alcohol use should immediately report their lack of fitness to their supervisor.

PERSONAL CELL PHONES

We recognize the convenience and safety that personal cell phones provide. However, their use in the work place is distracting and subsequently dangerous. Therefore, All Star Power Excavation, LLC has implemented the following policy.

Making or receiving calls during active work hours on the jobsite is prohibited. Break times and lunch periods are obviously excluded from this prohibition. Recognizing that there may be certain situations that are un-planned and need the convenience that a cell phone provides, in these instances the employee should notify their supervisor and permission will be granted to allow calls.

PERSONAL RADIOS – CD-PLAYERS – ELECTRONIC POLICY

Use of any personal electronic equipment for entertainment or pleasure purposes during work hours is prohibited.

EMERGENCY RESPONSE AND PERSONAL INJURY POLICYOLICY

As part of the Safety Plan, it is our policy to make certain that all employees have been instructed as to the proper procedures in case of an emergency or injury.

- The 911 system is hereby designated as the First response in the event of any emergency.
- **All injures**, no matter how small, must be reported to your supervisor immediately. This is for your benefit and to protect the interests of all involved.
- **Initial Treatment** for all injuries must take place by a physician approved by the Company Safety Plan Administrator.

ACCIDENT PREVENTION PROGRAM

It is our goal, with the participation of our employees to provide a workplace that is free from recognized hazards that may, or are likely to, cause injury or death to our employees.

All Star Power Excavation, LLC has designated Adry Ebrahim, the Safety Plan Administrator, as the one responsible for the implementation of the Safety Plan and policies. Additionally, each work site will have an individual designated as the site Safety Supervisor who will be responsible to oversee the implementation of the Safety policies at that work site. Through the cooperation of all involved, it is the intent that these polices will provide a safe work environment.

Employees are urged to periodically read and understand these policies and to be aware of their requirements. Such awareness will assist in monitoring the job sites for safety concerns. All employees should inform and work with their supervisor to correct any conditions that could lead to an un-safe work place.

Please be aware that your involvement and cooperation in the implementation of this program is expected and as a condition of your employment with the company.

TRAFFIC REGULATOR POLICY

An important and integral part of safety in a construction zone is traffic safety. In this regard the responsibilities of the Traffic Regulator are an important aspect. The following are specific principals applicable to anyone who at any time is engaged in regulating traffic on any project. In support of this it is the responsibility of the project supervisor to assure that all required traffic control devices are in place prior to utilizing a Traffic Regulator.

- All Traffic Regulators, whether a company employee or a subcontractor, must, at a minimum, be trained to the standards established by the Michigan Department of Transportation Traffic Regulators Instruction Manual.
- Traffic Regulators must wear hardhats at all times on the project site.
- Safety vests meeting the requirements of this Safety Plan must be worn at all times on the project site.
- Traffic Regulators will use an octagonal combination STOP-SLOW sign mounted on a six-foot staff to control traffic.

EXCAVATION POLICY – 5 FOOT AND DEEPER

It is the policy of this company that all excavation operations are performed in compliance with Part 9 of the MIOSHA Standards governing Excavation, Trenching and Shoring. By definition, Excavation means any man-made cavity or depression in the earth's surface formed by earth removal. The sides of an excavation more than five feet deep shall have a protective system in place. If a support system is utilized it shall be designed by a qualified person. Any changes to the support system shall be approved prior to utilization. The design of the support system shall be available on the project site.

Protective systems may include, but are not limited to:

- Excavation to the appropriate angle of repose for the native material.
- Benching
- Shoring
- Shielding
- Trench box
- Any combination of the above methods

Approval of the worksite Supervisor must be obtained prior to entering an excavation.

Ladders of sufficient length to extend a minimum of three feet above the top of the excavation must be available and placed within 25 feet of an employee working in an excavation. All ladders must be secured.

All materials, including excavated earth, must be stored no closer than two feet from the edge of the excavation.

All employees working in an excavation must always stay within the protective system.

Never climb on the trench walls, shoring or sloped walls.

PROTECTION OF OPEN EXCAVATIONS POLICY

It is our goal to not leave any open excavations at the end of a work shift. However, the nature of the work makes this not possible at times. On-going sewer or water-main installation, and/or manhole or structure excavations may require excavations be left open for a period of time. Part 9, 22 and 45 of the MIOSHA Standards all contain language requiring of excavations and hazards. In view of these requirements the company has instituted the following work rules:

- Excavations should be backfilled as work progresses wherever possible.

- It is mandatory that protective fencing be installed around the perimeter of any excavation that must be left open or contains a hazard that cannot be removed.

- Protective fencing shall be a minimum height of 48 inches and placed six feet back from the edge of the excavation. The fencing shall be installed with sufficient posts to prevent unintended pedestrian entry into the area of the excavation.

- For excavations adjacent to roadways, temporary barrier wall sections must be used to protect the traveling public.

HAND TOOL POLICY

It is the policy of this company that all hand tools be used in conformance with Part 19 of the MIOSHA Standards. The company is responsible to provide training in the use of all tools and to maintain such tools in a fully functional and safe condition. No tool should be operated unless an individual has previously demonstrated a proficiency in the use of the tool, or has been trained in the use. Do not operate any tool that is not is safe working condition.

Below is a list of tool use rules. The rules include, but are not limited to:

- Use of the appropriate personal protective equipment, as described elsewhere in this Safety Policy, is required.
- No tool should be used for any purpose other than the designated or approved use as stated by the manufacture.
- Safety devices and or guards shall not be removed of altered.
- All tools shall be inspected prior to use. Any defects shall be reported to your supervisor and the tool removed from service.
- All pneumatic tools shall have safety fasteners at all connections between tools and hose lines and at all line connection points to prevent accidental disengagement.
- If required, operators of any powder-actuated tools shall be trained in the use and have a current and valid operator's card.

MOTORIZED NON-LICENSED EQUIPMENT POLICY

It is the policy of this company that operation of digging and lifting equipment is performed in conformance with the requirements of Part 10 of the MIOSHA Standards which governs this type of equipment. Part 10 is hereby incorporated as a part of the company policy. The company expects that the operations of all equipment governed under this standard will comply with Part 10.

Below is a list of certain specific rules that govern the operation of equipment. The list includes, but is not limited to:

- Only designated individuals will be permitted to operate or service digging and lifting equipment.

- No employee is permitted to ride on any part of any equipment unless a passenger seat has been provided by the equipment manufacturer.
- Back-up alarms must be operational on all equipment if equipped. It is the responsibility of the employee operating the equipment to make certain that the back-up alarm is working on the equipment being operated. If a back-up alarm is found to be in-operative your supervisor must be notified immediately. If the equipment is a rental, the owner of the equipment must be notified immediately.
- Daily inspections shall be performed, more frequently if circumstances require. All maintenance and/or operation issues shall be reported to your supervisor. This includes any broken glass or shields that may be damaged or missing.
- Maintain a minimum distance of 10 feet from all energized lines. The use of a spotter in difficult areas may be required. High voltage lines may require more than a 10-foot distance. Notify your supervisor if you have any questions or concerns regarding the safe isolation distance.
- Always make eye contact with the operator of any equipment before approaching the machine.
- Direction to operators of equipment must be given by the use of approved hand signals. Know and understand the signals and always remain in a position where the operator can clearly see you.
- Rotating equipment with "pinch points" that is used in a stationary position must have the swing radius roped off and guarded per the Part 10 Standards.
- All hoisting equipment must have a legible lift chart either printed directly on the machine or in a separate form inside the cab of the machine. Attempting to utilize the equipment outside of the permitted parameters of the lift chart is not permitted. All excavators and hoisting equipment must have an annual inspection form attached inside the cab.

CONFINED SPACE POLICY

Definition of a confined space:

- Confined space means any space having a limited means of entry and exit, which may be subject to the accumulation of toxic or flammable contaminants or may have an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, tunnels, pipelines, manholes, gate wells, catch basins and open spaces more than 4 feet in depth such as pits, tubs, vaults and vessels.

It is the policy of this company that all employees required to enter into a confined space shall be instructed as to the nature of the hazards involved, the necessary precautions to be taken, and in the use of protective and emergency equipment required. The company shall comply with any specific regulations that apply to work in a confined space.

The atmosphere of the confined space that must be entered will be tested for oxygen deficiency and gaseous conditions, which are possible in confined spaces. The results of testing will be recorded. The testing will meet the guidelines set up by MIOSHA. In testing the air quality of a confined space there are minimally acceptable requirements for the atmosphere. These are as follows:

- Oxygen: 19.5%
- Combustible gas: 5% of the lower explosive limit for each gas.

Use of a positive type-reading instrument for testing of a confined space will be required before entry. All readings will be recorded. A qualified person who has been trained in the use, operation and calibration procedures on the instrument in use will do the testing.

Ventilation may be required to assure air quality. If natural ventilation is not adequate, ventilation equipment will be used to maintain respirable atmosphere in the confined space during the time employees are inside.

Local 911 responders will be the first resource for emergency response for a confined space issue. If local emergency units are not readily available, safety and emergency equipment will be on site and ready to use at the confined space.

General considerations prior to entering a confined space:

- If artificial ventilation equipment interferes with traffic the appropriate warning signs and barricades shall be in place before the covers of manholes, hand holes, gate wells, etc are removed. The wording of warning signs will depend on the type and location of the confined space entry location. Prior to an employee entering an opening in a street, it shall be protected with adequate barriers, a temporary cover or other suitable arrangements.
- When access to a confined space requires a safety harness a lifeline shall be attached to the harness. The lifeline shall be attached to the harness to prevent the body from becoming lodged in the exit opening. If the circumstances require company employees to be ready to perform rescue procedures, proper equipment will be provided for quick removal of the individual entering the confined space. A reserve employee with a pre-plan rescue procedure shall be stationed outside the entrance to the confined space to observe and communicate with the person entering the confined space. The reserve employee shall be trained and equipped to initiate a rescue operation. It should never be assumed that one person can raise an unconscious body without mechanical assistance. Therefore, without such a device on hand, additional personnel must be within summing distance. Additionally, approved self-contained breathing apparatus, or an escape type respirators must be available for any additional personnel who may have to enter the confined space to initiate a rescue.

HAZARD COMMUNICATION POLICY

Under the provisions of OSHA/MIOSHA individuals have the right to know and obtain information on the substances and agents in the work place. The information includes:

1. The identity of any substance or agent you work with or can be exposed to.
2. A description of the hazardous effects of the substance or infectious agent.
3. Precautions to be taken when handling the substance.
4. Emergency treatment procedures in the event of over exposure to the substance or agent.

The purpose of this policy is to assist our employees in becoming more aware of the safety and health hazards that can be associated with the chemicals and other substances utilized in the performance of our work operations. And, further to learn why it is important that the appropriate safety measures are followed to assure the health of each employee. This policy

will ensure that chemicals and hazardous substances encountered on the jobsite are identified and labeled. Employees will have access to information on the chemicals and on how to prevent injuries and illness due to chemical exposure.

For the purpose of this policy, determination of the hazardous classification of a substance used on our projects will be made by the product manufacturers and suppliers. The manufacturers and suppliers must provide to All Star Power Excavation, LLC with current, correct and lawfully completed MATERIAL SAFETY DATA SHEETS (MSDS) for each product manufactured and, or sold. The manufactures must also label all containers of products in compliance to the current laws governing these standards.

Through this procedure, the company and our employees will be able to identify hazardous chemicals and substances and protect themselves from over exposure.

Each time a new chemical or hazardous substance is introduced into a project site, the current MSDS must be thoroughly reviewed before the product can be used. Before the product is used, the project supervisor will verify that the MSDS has been reviewed and all required are aware of any special circumstances regarding the material.

Material Safety Data Sheets are typically broken down into eight (8) sections to identify the following:

1. Name, address and telephone number of the manufacturer that makes the product.
2. The chemical name and the hazardous ingredients contained in the chemical.
3. The physical and chemical characteristics of the chemical such as appearance and odor.
4. The flash point and information regarding the fire extinguishing methods to be used.
5. Lists the reactivity data and safe storage procedures.
6. Lists the health hazards associated with the improper use of the chemical.
7. Lists the precautions to be used for safe use and handling.
8. Lists the control methods for protection of yourself from overexposure and dangers of the chemical.

A complete inventory of MSDS's for all chemicals and hazardous substances used will be maintained in the office and each project supervisor will have a complete inventory.

PRODUCT LABELING – All Star Power Excavation, LLC will rely on our suppliers to ensure that all chemical and hazardous substances are properly labeled. Should a product ever be decanted into a secondary container, a secondary label will be immediately attached to that container. Product labels will contain the following information:

- Identify the product by name.
- The appropriate hazard warnings and precautions for safe use and handling will be included.
- The name and address of the manufacturer or other responsible party.

EMPLOYEE TRAINING – Periodic training will be provided and all new employees will receive basic training that will include:

- Understanding of the Hazard Communication Program and the associated requirements.
- Reading, interpreting and understanding a material safety data sheet and knowing where to find them and how they can obtain additional information.

- Reading, interpreting and understanding chemical and substance container labels.
- Methods by which employees can identify chemicals and physical and health hazards they may present.
- Measures which employees can take to protect themselves from chemical overexposure through the use of safety equipment and alternate work practices.

EMPLOYEE RESPONSIBILITIES – In order to have an effective Hazard Communication Policy the employees must be a part of the effort. As such the employees have the following responsibilities:

- Know that, by law, you have the right to be informed of hazardous substances used on the jobsite.
- Read and understand the Hazard Communication Policy including attending all weekly toolbox talks for training on this and other safety topics.
- Know where and how to get information about jobsite hazardous substances.
- Know how to read and understand material safety data sheets and labels.
- Learn the proper safety procedures and follow them for handling, using and storing hazardous substances including wearing the appropriated personal protective equipment.
- Follow all safety requirements on all work sites at all times.
- Do not work in unsafe conditions, perform unsafe acts, or allow others to work in this manner.

ALL STAR POWER EXCAVATION LLC
CONSTRUCTION SAFETY PLAN

EMPLOYEE ACKNOWLEDGEMENT

I, _____ an employee of All Star Power Excavation, LLC agree to read and abide by the policies outlined in this Construction Operations Safety Plan.

I understand that my involvement and cooperation with these policies is expected as a condition of my employment with All Star Power Excavation, LLC.

I understand that All Star Power Excavation, LLC is committed to providing a safe working environment for all its employees.

I understand that should I have any questions concerning this Plan, I may contact the Safety Plan Administrator for clarification.

I was provided an opportunity to examine the Safety Plan on site. A copy for my personal files will be provided upon request

Please check one of the following statements:

____ I WOULD like a copy of the Safety Plan to be given to me. Please email it to me at

_____

____ I DO NOT need a copy of the Safety Plan for my records at this time.
I understand that I may request a copy for myself at any time in the future.

_____ _____
Employee Signature Supervisor Signature

Date: _____

ALL STAR POWER EXCAVATION LLC

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

All Star Power Excavation LLC reaffirms its commitment to the principles of Equal Employment Opportunity (EEO). All employees and applicants for employment are to be treated with respect, dignity, fairness, and equality regardless of race, color, national origin, religion, age, gender, mental or physical disability, sexual orientation, marital, family, or parental status, and political beliefs. Employees must abide by this policy regardless of personal opinions.

Managers and supervisors must fully ensure that they base their employment decisions and actions on equal employment opportunity laws and policies. They are responsible for providing leadership, educating and updating employees on EEO and civil rights issues in the workplace, and ensuring that lines of communication are open at all levels.

As the company's mission evolves, we must continue to demonstrate our commitment to attain and maintain a diverse workforce. Continuing to attract a talented, universal, and gender-diverse workforce in all occupations and grade levels, and demonstrating fairness, cooperation, and respect toward all employees is critical. Therefore, discriminatory actions in the workplace will not be tolerated. Company policy mandates equal opportunity and prohibits discrimination in all policies, practices, and operations.

Anne Joseph

All Star Power Excavation LLC

Know Your Rights:
Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal: *https://publicportal.eeoc.gov/Portal/Login.aspx*

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at *www.eeoc.gov/field-office*)

E-Mail *info@eeoc.gov*

Additional information about the EEOC, including information about filing a charge of discrimination, is available at *www.eeoc.gov.*

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1–800–397–6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7–1–1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at *https://ofccphelpdesk.dol.gov/s/*, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at *https://www.dol.gov/agencies/ofccp/contact*.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 6/27/2023)

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Contractor's Performance Evaluation

Michigan Department of Transportation

12/4/2023 5:56 PM

FieldManager 5.3c

Contract: 82000-204928, Hot mix asphalt shared use path and parking lot and integral

Report Period		CPE Number	Contractor	
9/29/2022 - 12/4/2023		10	All Star Power, LLC	
CPE Date	**Report Type**		**Contractor Type**	**Subcontract Amount**
12/4/2023	Interim		Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**	
082307		07032	DBE/WBE	
Location			**Work Type**	
Edward N Hines Drive ... Ann Arbor Trail with Dearborn Heigh				
Evaluator	**Current Contract Amount**		**Managing Office**	
AJP, Andrew Perez	$514,780.51		OHM	
Entered By			**Revised By**	**Revision Date** / **Rev. No.**
VA, Vanessa Assi				
County(s)				
Wayne County				
Project(s)				
204928A, Hot mix asphalt shared use path and parking lot and integral				
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	Management personel are usually available and comply with the directions of the Engineer.
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?	10	

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.	8	
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?	9	
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?	N/A	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	10	
11. To what degree does the Contractor provide a quality product?	9	The quality of materials and workmanship meets contract requirements.
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?	N/A	

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?	8	
14. To what degree does the Contractor meet the environmental requirements of the contract?	N/A	
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?	N/A	

APPROVED
By Andrew Perez 1:15:24 PM, Dec 05, 2023

APPROVED
By Clay Stokes 4:21:36 PM, Dec 05, 2023

Evaluator (Date)

APPROVED

Construction/Project Engineer (Date)

TSC Manager: Adam Penzenstadler - Taylor TSC (Date)

ALL STAR
Power Excavation LLC
833 N Brys Drive • Grosse Pointe Woods, MI 48236
www.allstarpowerexcavation.com

My name is Kadry Ebrahim, General Manager of All Star Power LLC, EIN #36-4883605. This letter serves to authorize our employee, Mark Korneffel, to engage in any transaction, including signing a lease/contract or proposal or purchasing/selling any assets (including automobiles and machinery) and maintaining vehicles on behalf of myself and/or All Star Power Excavation LLC. Mr. Korneffel has full authorization for these purposes. Please feel free to contact me if any further Information is needed.

Kadry Ebrahim, General Manager

01-14-23
Date

734-216-3128

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
The Isabella Corporation
2201 Commerce Street
Mt. Pleasant, MI 48858

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson
161 W. Michigan Avenue, Jackson, Michigan 49201

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

PROJECT:
(Name, location or address, and Project number, if any)
24-08 MLK Equality Trail Reconstruction

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 18th day of January , 2024

(Witness)	**The Isabella Corporation** *(Principal)* *(Seal)*
	(Title)
(Witness)	**Atlantic Specialty Insurance Company** *(Surety)* *(Seal)*
	(Title) **Susan L. Small , Attorney-In-Fact**

Init.

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OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Wendy L. Hingson, Susan L. Small**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE 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, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON OWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of January 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, 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:_____ if you have received it.

PROPOSAL

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

Date: January 18, 2024

In compliance with your invitation for bids dated **November 27, 2023** to perform **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

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 The Isabella Corporation
   organized and existing under the laws of the State of Michigan
   with offices at 2201 Commerce Drive, Mt. Pleasant, Michigan 48858
   (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# 38-2079974

(Corporate Seal, if applicable)

Name of Bidder: The Isabella Corporation

Signed By: Byron Jubel

Its: Project Manager

BID SHEET

DATE:

PROPOSAL FOR: 24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE

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	$54,985.60	$54,985.60
002	2010001	Clearing	Acre	1.55	$25,548.39	$39,600.00
003	2040055	Sidewalk, Rem	Syd	19.00	$11.00	$209.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2047011	HMA Surface, Rem, Modified	Syd	2,371.00	$7.50	$17,782.50
005	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	$65.00	$1,300.00
006	2057011	Geogrid	Syd	240.00	$11.00	$2,640.00
007	2057021	Subgrade Undercutting, 1 x 3	Cyd	80.00	$35.00	$2,800.00
008	2080016	Erosion Control, Gravel Access Approach	Ea	1.00	$2,000.00	$2,000.00
009	2080036	Erosion Control, Silt Fence	Ft	1,697.00	$2.50	$4,242.50
010	2090001	Project Cleanup	LSUM	1.00	$18,000.00	$18,000.00
011	3027011	Aggregate Base, 6 inch, Modified	Syd	3,539.00	$15.75	$55,739.25
012	3060020	Maintenance Gravel	Ton	20.00	$50.00	$1,000.00
013	8060020	Shared Use Path, Conc	Syd	3,539.00	$65.25	$230,919.75
014	8060030	Shared Use Path, Grading	Ft	2,637.00	$12.50	$32,962.50
015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	3.00	$153.00	$459.00
016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	3.00	$3.00	$9.00
017	8120170	Minor Traf Devices	LSUM	1.00	$15,000.00	$15,000.00
018	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	53.00	$4.80	$254.40
019	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	53.00	$0.05	$2.65
020	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	$4.90	$88.20
021	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	$0.05	$0.90
022	8120370	Traffic Regulator Control	LSUM	1.00	$2,500.00	$2,500.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
023	8167011	Turf Establishment, Performance	Syd	10,243.00	$8.25	$84,504.75
024	8182363	Wood Pole, Rem	Ea	8.00	$250.00	$2,000.00
				TOTAL	$569,000.00	
TOTAL BID WRITTEN OUT: Five Hundred Sixty Nine Thousand Dollars and no Cents						

Submitted Bid:	$569,000.00
Labor Costs:	$225,000.00
Materials Costs:	$269,000.00
Equipment Costs:	$75,000.00
Possible Change Orders:	

Bidder's Name:	The Isabella Corporation
Address:	2201 Commerce Drive
City, State, Zip:	Mt. Pleasant, Michigan 48858
Telephone:	(989) 772-5890
Fax:	(989) 773-2978
Email Address:	bjubeck@isabellacorporation.com

Federal ID Number:	38-2079974
Bid Signed By:	Byron Jubeck Print or Type
Title:	Project Manager

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Byron Jubeck Its Project Manager

CONTRACT COMPLIANCE

DATE: November 27, 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

Byron Jubeck 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 Byron Jubeck 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: January 18, 2024

By: The Isabella Corporation
(Bidder's Name)

By: 
(Signature)

By: Project Manager
(Title)

2201 Commerce Drive
Address

Mt. Pleasant
City

Michigan 48858
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.

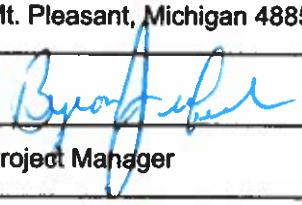
(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(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: The Isabella Corporation

ADDRESS: 2201 Commerce Drive

Mt. Pleasant, Michigan 48858

SIGNED BY: 

TITLE: Project Manager

DATE: January 18, 2024

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: January 18, 2024

By: The Isabella Corporation
(Bidder's Name)

By: _____
(Signature)

By: Project Manager
(Title)

2201 Commerce Drive
Address

Mt. Pleasant
City

Michigan 48858
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Isabella)

Byron Jubeck, being first duly sworn, deposed and says that:

1. He is Project Manager of, The Isabella Corporation 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: January 18, 2024

By: The Isabella Corporation
(Company)

By: Project Manager
(Title)

Subscribed and sworn to before me, a Notary Public, this 18th day of January, 2024.

KATIE TRAVIS
NOTARY PUBLIC
COUNTY OF Isabella
My Commission Expires
September 28, 2024
Acting in the County of
Isabella
STATE OF MICHIGAN

Notary Public, Isabella County,
My commission expires: 9/28/24

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.

Concord Excavating-, Conc

Spartan Barricade-Traffic C

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Byron Jubeck an authorized representative of The Isabella Corporation am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 01/18/24

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Byron Jubeck	The Isabella Corporation
Telephone	Email Address
(989) n772-5890	bjubeck@isabellacorporation.com

Contract or matter pending with the City:

N/A

I, Byron Jubeck, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 18th day of January, 2024,
By Byron Jubeck.

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.

Byron Jubeck, Project Manager

Name and Title of Authorized Representative

The Isabella Corporation

Name of Participant Agency or Firm

Signature of Authorized Representative — Date: 01/18/24

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: The Isabella Corporation
2. Established: Year 1975 Number of Employees 45
3. Type of organization: Individual ___ Partnership X 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: Central Michigan University
Address: Mt. Pleasant, Michigan
Phone: (810) 923-5439
Contact: Steve Clark
Type of Work: Sidewalk Project
Budget: $250,000.00

5.2 Company Name: City of Mt Pleasant
Address: Mt. Pleasant, Michigan
Phone: (989) 824-2327
Contact: Eric Smith
Type of Work: Sidewalk Project
Budget: $150,000.00

5.3 Company Name: City of Midland
Address: Midland, Michigan
Phone: (989) 254-0126
Contact: Lane Self
Type of Work: Streetscape
Budget: $3,400,000.00

I certify that all of the information provided is true and answered to the best of my ability.

Signed Byron Jubeck Name Byron Jubeck
Title Project Manager Date 01/18/2024

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:	The Isabella Corporation
ADDRESS:	2201 Commerce Drive
CITY, STATE, ZIP:	Mt. Pleasant, Michigan 48858
TELEPHONE:	(989) 772-5890
OFFICERS:	
President: Jeremy Zalud	Email Address: jmzalud@isabellacorporation.com
Vice President: Jon Zalud	Email Address: jwzalud@isabellacorporation.com
Secretary: James Zalud	Email Address: jzalud@isabellacorporation.com
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 49	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

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

CRITERIA 4:

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

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.

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:	Mayan Agency-Tom Mayan
Type of Coverage:	General Liability-Equal to or above proposal requirements
Telephone:	(989) 643-7207

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.

We will provide a one year material and workmanship warranty

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

We will pay all employees required wages and benefits

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

We comply with this ordinance

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

We understand the project may require changes

CRITERIA 18:

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

Over 20 years in the business and a Civil Engineer

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.

Provided upon successful bid

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

We will perform in a efficient manner

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

N/A

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

unavailable at this time

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

We are an equal opportunity employee

Print Firm Name/Principal
The Isabella Corporation

Signature/Principal

Date
01/18/24

THE MAYAN AGENCY

140 W. Saginaw St.
(989)643-7207
P.O. Box 578
Merrill, MI 48637

"Insurance Since 1915"

www.mayanagency.com

Toll Free (800) 64-MAYAN
FAX (989) 643-7482

January 15, 2024

The Isabella Corp.
2201 Commerce Dr.
Mt. Pleasant, MI 48858

To Whom It May Concern:

The following summarizes The Isabella Corp.'s EMR Rating history:

- 4/1/21 to 4/1/22: .690
- 4/1/22 to 4/1/23: .700
- 4/1/23 to 4/1/24: .710

Please contact our agency if any additional information is required.

Sincerely,

Thomas J. Mayan
THE MAYAN AGENCY

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

August 3, 2022

The Isabella Corporation
2201 Commerce Dr
Mt. Pleasant MI 48858-9060

Vendor ID: 03260

Dear Contractor:

Thank you for your interest in doing business with the Michigan Department of Transportation (MDOT) as a prequalified construction contractor. This is to inform you that the application submitted for prequalification by The Isabella Corporation has been approved.

In accordance with our Administrative Rules, an overall financial rating of $12,974,000.00 has been established which covers numerical ratings in the classifications(s) listed below:

500	($500,000.00)	B	Concrete Pavement
400	($400,000.00)	Ba	Concrete Pavement Patching And Widening
12974	($12,974,000.00)	Ea	Grading, Drainage Structures & Agg. Cons
500	($500,000.00)	G	Building Moving And Demolition
200	($200,000.00)	I	Sodding And Seeding/Turf Establishment
4000	($4,000,000.00)	J	Concrete C, C&G, Driveways, Sidewalks
12974	($12,974,000.00)	K	Sewers and Watermains
12974	($12,974,000.00)	Ka	Tunneling And Jacking
500	($500,000.00)	N2	Clearing & Grubbing

This prequalification rating is effective until July 31, 2024 ; a renewal application must be submitted by this date to prevent removal of prequalification.

If the assigned rating is not satisfactory, the Prequalification Committee must be notified in writing within 15 days of having been advised of the rating granted. MDOT may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in its opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

If you have any questions or need additional information, please use the following contacts:

Construction Prequalification: MDOTPrequal@michigan.gov , Prequalification Website
Bid Letting (electronic bidding process): MDOT-BidLetting@michigan.gov , Bid Letting Website

Congratulations on your status as an MDOT Construction Prequalified Contractor. MDOT's Construction Prequalification team looks forward to working with you!

Lawrence F. Strzalka
Construction Contracts Section Manager
Contract Services Division

2017 Work Completed

Contractor	Project	Total Project Cost	Self Performed Work	Project Start	Project End
JJZ Contracting	Union Township - Bypass Manhole	$ 37,000.00	$ 37,000.00	7/12/2017	8/10/2017
Isabella Corp.	St. Louis Raw Water Transmission Main Directional Drill	$ 4,214,098.70	$ 140,000.00	1-May-17	10/20/2017
Isabella Corp	CMU Lot 53 Storm Sewer	$ 36,400.00	$ 28,000.00	6/5/2017	8/11/2017
Isabella Corp	CMU Rose Pond Control	$ 24,300.00	$ 24,300.00	4/15/2017	8/11/2017
Isabella Corp.	CMU Barnes Hall	$ 150,000.00	$ 130,000.00	8/1/2017	9/21/2017
Isabella Corp	Clare County - Maintenance Project	$ 134,000.00	$ 46,000.00	after award	30 days
Isabella Corp.	Mt. Pleasant - West Intermediate School	$ 224,000.00	$ 224,000.00	10/10/2016	8/17/2016
Isabella Corp.	Mt. Pleasant - Meijer Sitework	$ 252,100.00	$ 216,000.00	1/1/2017	6/29/2017
Isabella Corp.	Midland County - Shearer Road Crush and Shape_56555-128042 _ 3% DBE	$ 283,753.24	$ 109,000.00	4/1/2017	7/28/2017
Central Asphalt/Isabella Corp	Midland County - Various Roads_ 56555-119903_4% DBE	$ 1,181,393.71	$ 115,000.00	6/12/2017	9/29/2017
Central Asphalt/Isabella Corp	Mt. Pleasant - Three Leaves and Denison Drive	$ 163,184.00	$ 17,000.00	6/19/2017	7/7/2017
Isabella Corp.	Isabella County - Valley Road	$ 39,750.00	$ 39,750.00	4/15/2017	5/15/2017
Isabella Corp.	Midland - Item #61_E. St. Andrews Rd_56415-133084	$ 347,664.23	$ 142,000.00	6/19/2017	8/11/2017
Central Asphalt/ Isabella Corp	Item #63 - Gratiot Co. Crush & Shapes_ 29141-123488 (3% DBE, Cb Prime)	$ 491,196.00	$ 119,000.00	6/5/2017	8/25/2017
Isabella Corp.	Mt. Pleasant - Menards Addition	$ 162,155.00	$ 162,155.00	8/14/2017	11/1/2017
Isabella Corp.	Deerfield Township - Parking Lot	$ 113,847.00	$ 94,700.00	8/22/2017	9/28/2017
Isabella Corp.	1308 Gaylord St.	$ 120,000.00	$ 90,000.00	8/1/2017	9/10/2017
Central Asphalt/Isabella	Clare County-Farwell Paving_18000-200416	$ 548,113.18	$ 24,800.00	4/1/2018	6/29/2017
Isabella Corp.	Midland - Boston St. & Kentwood Water Main/ Street Reconstruction	$ 371,793.60	$ 152,000.00	After Award	7/30/2017
Isabella Corp.	Breckenridge - Force Main	$ 452,105.00	$ 320,000.00	75 days	
Isabella Corp.	Mt. Pleasant - 1040 Broomfield Road	$ 125,540.00	$ 115,000.00	negotiatable	
Isabella Corp.	Ithaca - ZFS Sanitary	$ 638,380.00	$ 411,000.00	after award	10/27/2017
Isabella Corp.	Rosebush - Sanitary Sewer System Improvements	$ 1,158,300.00	$ 1,000,000.00	after award	120 Days
Isabella Corp / Parrish	Coldwater - Sunset Meadows	$ 180,000.00	$ 180,000.00		
Isabella Corp. / Isabella Corp	Meridian Township - Mt. Hope Sidewalk	$ 227,000.00	$ 92,500.00	after award	5/31/2017
Isabella Corp. /Central Asphalt	Mt. Pleasant - Overlay Project	$ 26,769.00	$ 26,769.00		
Isabella Corp. / CL Trucking	Howard City - Shaw Street	$ 58,355.00	$ 58,355.00		
Isabella Corp. / Clark Foundations	Lansing - Dart Bank	$ 30,600.00	$ 30,600.00		
Isabella Corp / Sova	Midland - Bayliss Street	$ 61,539.00	$ 61,539.00	after award	6/30/2017
Isabella Corp / ??	Midland - Lucky's Steakhouse	$ 34,125.00	$ 34,125.00		
Isabella Corp / Pat's Gradall	Midland - Woodcrest & Plymouth Schools	$ 146,130.00	$ 146,130.00	4/1/2017	9/17/2017
Isabella Corp / Crawford	Owosso - Cargill Access Road	$ 64,387.00	$ 64,387.00		
Isabella Corp/ NY Mac Enterprises	MDOT 1701 047 Ingham County Chip Seal Ramps	$ 47,518.00	$ 47,518.00		
Isabella Corp	Jackson - PAKA Trail	$ 833,250.05	$ 302,000.00		
Isabella Corp					
Isabella Corp					

2018 Work Completed

Contractor	Project	Total Project Cost	Self Performed Work	Project Start	Project End
Isabella Corp	Union Township - Pickard and Summerton Rd Watermain	$ 276,325.00	$ 248,000.00	after award	60 Days
Isabella Corp	Mt. Pleasant - Kmart Demo	$ 412,095.00	$ 307,200.00	9/15/2018	10/14/2018
Isabella Corp	Mt. Pleasant - Hobby Lobby Sitework	$ 475,000.00	$ 475,000.00	8/20/2018	11/11/2018
Isabella Corporation	Big Rapids - N. State St Lift Station	$ 288,000.00	$ 250,000.00	after award	210 days
Isabella Corp					
JJZ Contracting	Union Township Bypass Manhole Project	$ 37,000.00	$ 37,000.00	after award	30 days
Crawford/Isabella corp	Shiawassee County - Oliver Street_76000-133015	$ 1,101,263.03	$ 125,600.00	5/14/2018	10/10/2018
Isabella Corp.	Rosebush - Sanitary Sewer System Improvements	$ 1,158,300.00	$ 1,000,000.00	after award	120 Days
Isabella Corp.	Harbor Springs - Beach Road Force Main	$ 328,300.00	$ 300,000.00	after award	11/1/2018
Miller Development/Isabella	Isabella County - Isabella Rd Bridge_37000-129277	$ 575,714.61	$ 51,520.00	1/15/2018	5/18/2018
Isabella Corp	Mt. Pleasant - Sidewalk Project	$ 153,275.81	$ 62,000.00	4/30/2018	6/22/2018
Central Asphalt/Isabella	Clare County-Farwell Paving_18000-200416	$ 548,113.18	$ 24,800.00	4/1/2018	6/29/2018
Isabella Corp	Mt. Pleasant - SCIT Kitchen Addition	$ 108,670.00	$ 108,670.00	4/10/2018	8/10/2018
Isabella Corp	Mt. Pleasant - Mid Michigan Health Park	$ 210,000.00	$ 210,000.00	4/23/2018	11/1/2018
Isabella Corp	Greenville - Elementary School Playgrounds	$ 874,814.00	$ 451,000.00	6/10/2018	8/10/2018
Central Asphalt/Isabella Corp	Mt. Pleasant - 2018 Street Overlay	$ 498,718.22	$ 44,647.50	6/4/2018	8/3/2018
Central Asphalt/ Isabella Corp	Gladwin County - Lyle Road	$ 687,955.25	$ 119,322.00	7/9/2018	10/21/2018
Ron Miller/ Isabella Corp	Isabella County - Loomis Rd Box Culverts	$ 347,172.00	$ 117,500.00	after award	8/31/2018
Isabella Corp	Mt. Pleasant - Mission St Enterprises	$ 287,000.00	$ 180,000.00	8/15/2018	11/1/2018
Isabella Corp	Edmore - South 10th Street Improvements	$ 164,408.60	$ 54,000.00	after award	35 days
Isabella Corp	Clare - John R and 7th Street	$ 285,720.10	$ 140,875.00	7/1/2018	10/1/2018
Isabella Corp	Gratiot County Drain 106 - Bore & Jack	$ 44,400.00	$ 44,400.00	12/10/2017	1/31/2018
Isabella Corp	Gratiot County Drain 101 - Bore & Jacks	$ 54,000.00	$ 54,000.00	3/4/2018	4/29/2018

2019 Work Completed

Contractor	Project	Total Project Cost	Self Performed Concrete Work	Self Performed dirt Work	Project Start	Project End
Isabella Corp	SCIT - Casino Regrading	$ 204,600.00	$ 25,000.00	$ 169,100.00	after award	???
Isabella Corp						
Isabella Corp	Mt. Pleasant - Chipawaters Park and Fisher Lift Stations	$ 90,300.00		$ 80,000.00	after award	5/24/2019
Isabella Corp						
Isabella Corp	CMU - Barnes Hall Decommissioning - Bid Pack #2 Sitework	$ 307,000.00	$ 40,000.00	$ 211,500.00	5/6/2019	8/9/2019
Isabella Corp	CMU - North Quad Infrastructure	$ 290,000.00	$ 140,000.00	$ 130,000.00	6/1/2019	8/1/2019
Isabella Corp	Item #71 - Midland County_Coleman Road_56000-203302	$ 445,879.27		$ 349,000.00	after award	6/28/2019
Central Asphalt/ Isabella Corp	Mt. Pleasant - Overlay Project	$ 227,873.65	$ 26,500.00	$ 28,000.00	6/1/2019	8/9/2019
Central Asphalt/Isabella Corp	Item #75 - Gratiot Co. Buchanan Rd C&S_29000-205128	$ 354,506.38		$ 111,324.50	after award	8/2/2019
Isabella Corp	Item #53 - Isabella Co. - Broadway Bridge_37000-203335	$ 167,663.86		$ 140,000.00	6/1/2019	8/30/2019
Isabella Corp	Harrison - US127 Maintenance Project	$ 63,500.00	$ 16,000.00	$ 20,000.00	after award	8/29/2019
Isabella Corp	Mt. Pleasant - CMCMH Drainage	$ 407,500.00	$ 10,000.00	$ 307,000.00	after award	
Isabella Corp	St. Johns Industrial Park Improvements	$ 2,197,606.12		$ 1,380,000.00	after award	11/15/2019
Isabella Corp	Item #33 - Midland Co - Various Storm Repairs_56000-203306	$ 916,331.70		$ 350,000.00	after award	9/15/2020
Isabella Corporation	Big Rapids - N. State St Lift Station	$ 280,780.00	$ 1,500.00	$ 250,000.00	after award	210 days
Crawford/Isabella	Item #06- Shiawassee Co. - Owosso Washington St_76000-203457	$ 1,121,218.36		$ 32,890.00	6/10/2019	9/13/2019
Isabella Corp	Midland - Bauss Ct and Byrd St	$ 257,600.99		$ 101,000.00	7/1/2019	10/31/2019
Isabella Corp						
Isabella Corp	1902 060-Jackson with Michigan Paving		$ 15,000.00			
Isabella Corp	1902 067-Gladwin with Pyramid Paving		$ 72,000.00		6/2/2019	8/2/2019
Isabella Corp	American One Parking Lot-Michigan Paving		$ 19,000.00			
Isabella Corp	1807 601-Evertt with J. Ranck		$ 23,000.00			
Isabella Corp	Haley Street in Midland with Sova		$ 112,000.00			
Isabella Corp	Portland Schools Bid Pack 2		$ 639,000.00			
Isabella Corp	Item #36 - Lenawee Co- Treat Highway Sidewalk_46000-202714	$ 524,418.95	$ 247,000.00		6/13/2019	9/30/2019
Isabella corp	Item #14 - Ingham Co - School Sidewalks_33000-202716	$ 1,047,300.30				

2020 Work Completed

Contractor	Project	Total Project Cost	Self Performed Concrete Work	Self Performed Work	Project Start	Project End
Isabella Corp						
Isabella Corporation	SCIT -WWTF Modifications	$ 348,900.00		$ 174,000.00	After award	12/15/2020
Isabella Corp	SCIT Education Complex Road and Trails	$ 1,699,737.51	$ 15,750.00	$ 640,000.00	after award	11/15/2020
Isabella Corporation	Mt. Pleasant - Industrial Park Detention Pond Expansion	$ 196,750.00		$ 196,750.00	11/23/2020	12/18/2020
DJ McQuestion/ J&N Conxtruction	Item #901_Ingham Co - I496 Reconstuction_23081-130052	$ 49,657,242.22		$ 105,850.00	4/1/2020	11/15/2020
McGuirk S&G/Isabella Corp	Big Rapids - 2019 Infrastructure Improvements	$ 1,792,913.50		$ 34,250.00	5/28/2019	6/24/2020
Isabella Corporation	Isabella Co - ICRC M20 Drive Improvements	$ 225,582.00	$ 29,920.00	$ 165,000.00	after award	5/29/2020
Isabella Corp	Union Township - Mt. Pleasant Storage	$ 21,000.00		$ 21,000.00	3/1/2020	3/21/2020
Central Asphalt/Isabella Corp	Item #87 - Gratiot Co - Luce Rd Paving_29000-206064	$ 525,760.34			5/18/2020	7/3/2020
Crawford/ Isabella	Gratiot County - #383 Drain	$ 401,005.00		$ 50,000.00		
Isabella Corp	Ithaca - W. Newark St Sidewalk	$ 93,919.25	$ 25,000.00	$ 22,000.00	after award	6/16/2020
Isabella Corp	St. Johns Industrial Park Improvements	$ 600,000.00		$ 100,000.00	after award	11/15/2019
Isabella Corp	SCIT - Casino Regrading	$ 204,600.00	$ 25,000.00	$ 169,100.00	after award	???
Isabella Corp	CMU - 2020 Sidewalk Repair Project	$ 261,000.00			5/20/2010	8/14/2020
Isabella Corp	CMU - WCD Storm Sewer at Motorpool	$ 20,500.00	$ 2,000.00	$ 18,000.00	5/11/2020	8/14/2020
Isabella Corp	CMU - Powers Hall Drainage Improvements	$ 17,250.00	$ 2,000.00	$ 14,000.00	5/11/2020	8/14/2020
Crawford/ Isabella	Owosso - 2020 Street Program Contract 1	$ 2,372,642.00		$ 155,700.00	Apr-20	9/19/2020
Isabella Corp	CMU - 2020 SAC Eliminate Court Flooding	$ 230,000.00		$ 197,000.00	6/1/2020	8/14/2020
Isabella Corp	SCIT - Water Valve Repairs	$ 117,950.00		$ 95,000.00		
Isabella Corporation	Mt. Pleasant - Island Park Fitness Trail	$ 434,287.32	$ 9,800.00	$ 94,000.00	after award	7/18/2020
Isabella Corp	Item #33 - Midland Co - Various Storm Repairs_56000-203306	$ 796,331.70		$ 260,000.00	after award	9/15/2020
Central Asphalt/Isabella Corp	Item #15 - Gratiot Co - US127 BR Alma_29031-208861	$ 836,307.37		$ 65,346.00	9/9/2020	10/8/2020
Isabella Corp	Mt. Pleasant - 2020 .05 MG Elevated Tank Valve & WM Replacement	$ 54,140.00		$ 54,140.00		
Isabella corp	Item #14 - Ingham Co - School Sidewalks_33000-202716	$ 1,047,300.30				
Isabella Corporation	Union Township - Well No. 11 Transmission Main	$ 118,055.00		$ 118,055.00	after award	45 days
Isabella Corp	Item #21 - Livingston Co - Grand River Sidewalk_47000-208958	$ 444,417.95			After Award	10/31/2020
Isabella Corp	Clare Streetscape Maintenance	$ 284,437.50			after award	7/27/2020
Isabella Corp	Mt. Pleasant - CMCMH Drainage	$ 407,500.00	$ 10,000.00	$ 307,000.00	after award	
Isabella Corp	Midland - 2020 Tittabawassee River Crossing	$ 336,837.00	$ 336,847.00	$ 290,000.00	After Award	11/30/2020

2021 Work Completed

Contractor	Project	Total Project Cost	Self Performed Concrete Work	Self Performed Dirt Work	Project Start	Project End
Isabella Corporation	Harrison - Hillside Elementary Demolition Restoration	$ 151,500.00		$ 100,000.00	10/15/2021	12/5/2021
Isabella Corp	Midland - Pere Marquette Rail Trail Repairs	$ 350,000.00		$ 230,000.00	after award	7/1/2022
Isabella Corp	Merrill - NGL Energy Sitework	$ 500,000.00	$ 113,000.00	$ 214,000.00		
Isabella Corporation	SCIT -WWTF Modifications	$ 348,900.00		$ 174,000.00	After award	4/30/2021
Isabella Corporation	Mt. Pleasant - Industrial Park Detention Pond Expansion	$ 196,750.00		$ 196,750.00	5/20/2021	6/4/2021
Isabella Corporation	Mt. Pleasant - 2021 New Sidewalk and Sidewalk Replacement	$ 117,206.05	$ 63,000.00	$ 42,000.00	4/26/2021	6/4/2021
Isabella Corp	SCIT Education Complex Road and Trails	$ 499,737.51	$ -	$ 100,000.00	after award	6/1/2021
Morningstar/Isabella Corp	Ferris State - Vandercook Hall Demo_watermain			$ 166,750.00	5/24/2021	6/25/2021
C&R Electric/ Isabella Corp	Mt. Pleasant - CMU P2 Duct Bank Upgrade	$ 98,000.00		$ 98,000.00	5/1/2020	
Crawford/Isabella Corp	Item #51 - St. Louis - State St_29000-207331	$ 893,084.30		$ 70,200.00	6/1/2021	8/20/2021
Central Asphalt/ Isabella Corp	Mt. Pleasant - 2021 Overlay Project	$ 228,840.18	$ 70,000.00	$ 24,500.00	6/28/2021	7/23/2021
Isabella Corp	Mt. Pleasant - Gaylord St Reconstruction	$ 339,532.00	$ 62,000.00	$ 178,000.00	6/7/2021	8/1/2021
Isabella Corporaiton	CMU - Ronan Hall Sanitary Sewer	$ 62,250.00	$ 12,000.00	$ 46,000.00	6/1/2021	8/6/2021
Isabella Corp	SCIT - Valve Bolt Replacement Project - Phase 2	$ 117,950.00		$ 117,950.00	After award	
Isabella Corp	Mt. Pleasant - MMCP Safety Improvements	$ 279,777.84		$ 130,000.00	6/1/2021	8/21/2021
Isabella Corp	Mt. Pleasant - Sewer Extension Project	$ 98,990.00		$ 98,990.00	7/26/2021	8/13/2021
Isabella Corporation	SCIT - Ogemaw, Otto, Ojibway Reconstruction	$ 648,560.25		$ 247,000.00	120 days	
Isabella Corp	Mt. Pleasant - CRBE XSA1 Sitework	$ 175,000.00	$ 15,000.00	$ 64,000.00	after award	8/31/2021
Isabella Corp	Alma - Granger Transfer Station	$ 70,775.00		$ 70,775.00	after award	10/15/2021
Isabella Corp	Item #45 - Big Rapids Colburn Ave_54000-208217	$ 697,625.92		$ 440,000.00	60 days	11/8/2021
Isabella Corp	Alma - Garr Tool Electric Line	$ 21,750.00		$ 21,750.00	after award	12/1/2021
Isabella Corporation	Midland - 2021 Greenbelt Water Main	$ 448,849.30		$ 360,000.00	4/1/2021	7/30/2021

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Merlo Construction Co., Inc.
4964 Technical Drive,Milford, MI 48381

as Principal, hereinafter called Principal, and

Great American Insurance Company
301 E. Fourth Street,Cincinnati, OH 45202

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

24-08 MLK Equality Trail Reconstruction from Optimist Shelter to West Avenue

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **January**, **2024**.

Merlo Construction Co., Inc.

(Witness)

(Principal) (Seal)

Kyle Finnerty - PM (Title)

(Witness)

Great American Insurance Company
(Surety) (Seal)

Nicholas Ashburn, Attorney in Fact (Title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
NICHOLAS ASHBURN	ANNE M. BARICK	ALL OF	ALL
PAUL M. HURLEY	MICHAEL D. LECHNER	ROCHESTER HILLS, MICHIGAN	$100,000,000
HOLLY NICHOLS	JASON ROGERS		
ROBERT D. HEUER			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of APRIL , 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of APRIL , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of January , 2024 .

SEAL

Assistant Secretary

S1029AH (03/20)

PROPOSAL

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

Date: 1/18/2024

In compliance with your invitation for bids dated **November 27, 2023** to perform **24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of 4964 Technical Dr., Milford, MI 48381
   doing business as Merlo Construction Co., Inc
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Merlo Construction Co., Inc
   organized and existing under the laws of the State of MI
   with offices at 4964 Technical Dr., Milford, MI 48381
   (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# 38-2987899

(Corporate Seal, if applicable)

Name of Bidder: Kyle Finnerty

Signed By: _____

Its: Estimator/PM

BID SHEET

DATE:

PROPOSAL FOR: 24-08 MLK EQUALITY TRAIL RECONSTRUCTION FROM OPTIMIST SHELTER TO WEST AVENUE

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	3,550.00	3,550.00 ~~$0.00~~
002	2010001	Clearing	Acre	1.55	9,000.00	9,000.00 ~~$0.00~~
003	2040055	Sidewalk, Rem	Syd	19.00	30.00	570.00 ~~$0.00~~

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
004	2047011	HMA Surface, Rem, Modified	Syd	2,371.00	11.00	26,081.00 ~~$0.00~~
005	2050031	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	20.00	1.00	20.00 ~~$0.00~~
006	2057011	Geogrid	Syd	240.00	5.00	1200.00 ~~$0.00~~
007	2057021	Subgrade Undercutting, 1 x 3	Cyd	80.00	170.00	13,600.00 ~~$0.00~~
008	2080016	Erosion Control, Gravel Access Approach	Ea	1.00	5,750.00	5750.00 ~~$0.00~~
009	2080036	Erosion Control, Silt Fence	Ft	1,697.00	3.00	5091.00 ~~$0.00~~
010	2090001	Project Cleanup	LSUM	1.00	1.00	1.00 ~~$0.00~~
011	3027011	Aggregate Base, 6 inch, Modified	Syd	3,539.00	21.00	74,319 ~~$0.00~~
012	3060020	Maintenance Gravel	Ton	20.00	1.00	20.00 ~~$0.00~~
013	8060020	Shared Use Path, Conc	Syd	3,539.00	54.00	191,106.00 ~~$0.00~~
014	8060030	Shared Use Path, Grading	Ft	2,637.00	30.00	79,110.00 ~~$0.00~~
015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	3.00	45.00	135.00 ~~$0.00~~
016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	3.00	0.01	0.03 ~~$0.00~~
017	8120170	Minor Traf Devices	LSUM	1.00	2,500.00	2,500.00 ~~$0.00~~
018	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	53.00	3.25	172.25 ~~$0.00~~
019	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	53.00	0.01	0.53 ~~$0.00~~
020	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	18.00	4.25	76.50 ~~$0.00~~
021	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	18.00	0.01	0.18 ~~$0.00~~
022	8120370	Traffic Regulator Control	LSUM	1.00	900.00	900.00 ~~$0.00~~

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
023	8167011	Turf Establishment, Performance	Syd	10,243.00	11.15	114,209.45 ~~$0.00~~
024	8182363	Wood Pole, Rem	Ea	8.00	400.00	3,200.00 ~~$0.00~~
					TOTAL	~~$0.00~~ 585,561.94

TOTAL BID WRITTEN OUT: FIVE HUNDRED EIGHTY FIVE THOUSAND - FIVE HUNDRED SIXTY FIVE AND NINETY FOUR

Submitted Bid:	585,561.94
Labor Costs:	307,287.32
Materials Costs:	195,218.46
Equipment Costs:	83,056.16
Possible Change Orders:	ADDITIONAL UNDERER CUTS MAY BE NEEDED

Bidder's Name:	Merlo Construction Co., Inc
Address:	4964 Technical Dr
City, State, Zip:	Milford, MI, 48381
Telephone:	248-714-5486
Fax:	248-714-5249
Email Address:	kylef@merlomi.com

Federal ID Number:	38-2987899
Bid Signed By:	Kyle Finnerty Print or Type
Title:	Estimator/Project Manager

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By_____ Its Kyle Finnerty- Estimator/PM

CONTRACT COMPLIANCE

DATE: November 27, 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

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

In connection with this commitment Merlo Construciton Co., Inc understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 1/18/2024

By: Kyle Finnerty
(Bidder's Name)

By: _____
(Signature)

By: Estimator/Project Manager
(Title)

4964 Technical Dr
Address

Milford
City

MI, 48381
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: Merlo Construction Co., Inc

ADDRESS: 4964 Technical Dr

Milford, MI 48381

SIGNED BY: 

TITLE: Kyle Finnerty- Estimator/PM

DATE: 1/18/2024

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: 1/18/24

By: Kyle Finnerty
(Bidder's Name)

By: _____
(Signature)

By: Estimator/Project Manager
(Title)

4964 Technical Drive
Address

Milford
City

MI, 48381
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Oakland)

Kyle Finnerty, being first duly sworn, deposed and says that:

1. He is Estimator/Project Manager of, Merlo Construction Co., 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: 1/18/2024

By: Merlo Construction Co., Inc
(Company)

By: Kyle Finnerty- Estimator/PM
(Title)

Subscribed and sworn to before me, a Notary Public, this 18th day of January, 2024.

LINDSAY GERHARDT
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 16, 2028
ACTING IN COUNTY OF Oakland

Notary Public, Livingston County,
My commission expires: 9-16-28

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.

Clearing & Grubbing - TBD

Tree Removal - TBD

Landscaping - TBD

Traffic Control - TBD

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Kyle Finnerty an authorized representative of Merlo Construction Co., 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 1/18/2024

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Kyle Finnerty	Merlo Construction Co., Inc
Telephone	Email Address
248-714-5486	kylef@merlomi.com

Contract or matter pending with the City:

MLK Equality Trail

I, Kyle Finnerty, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

N/A

Additional information regarding any of the above:

N/A

☒ None of the above apply.

Dated:

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 18th day of January, 2024.

By _____

LINDSAY GERHARDT
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 16, 2028
ACTING IN COUNTY OF Oakland

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.

Kyle Finnerty- Estimator/PM

Name and Title of Authorized Representative

Merlo Construction Co., Inc

Name of Participant Agency or Firm

1/18/2024

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: Merlo Construction Co., Inc
2. Established: Year 1991 Number of Employees 165
3. Type of organization: Individual ___ Partnership ___ Corporation X 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: JB Donaldson
Address: 37610 Hills Tech Dr Farmington Hills, MI 48331
Phone: 248-344-9045
Contact: Bennett Donaldson
Type of Work: Earthwork and Site Utilities
Budget: $3,500,0000.00

5.2 Company Name: Quadrants
Address: 49140 Wixom Tech Dr. Wixom MI 48393
Phone: 248-960-3900
Contact: Bill Clark
Type of Work: Concrete Flatwork
Budget: $1,000,000.00

5.3 Company Name: Choate
Address: 2907 Providence Rd Suite 400, Charlotte, NC 28211
Phone: 704-556-0550
Contact: Matt Stehle
Type of Work: Concrete Flatwork, Foundations, Earthwork, Site Utilities
Budget: $25,000,000.00

I certify that all of the information provided is true and answered to the best of my ability.

Signed _____ Name Kyle Finnerty
Title Estimator/Project Manager Date 1/18/2024

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:	Merlo Construction Co., Inc
ADDRESS:	4964 Technical Dr
CITY, STATE, ZIP:	Milford, MI, 48381
TELEPHONE:	248-714-5486
OFFICERS:	
President: Ray Merlo	Email Address: ray@merlomi.com
Vice President:	Email Address:
Secretary: Brian Misaras	Email Address: brianm@merlomi.com
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 32	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

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

CRITERIA 4:

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

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.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☐ NONE

CRITERIA 9:

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

☐ NONE

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	Guy Hurley, LLC
Type of Coverage:	General Liability, Automobile Liability, Umbrella Liab, Excess Liab, '
Telephone:	248-519-1422

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:
All employees hired undergo a drug test and pre-employment placement physical

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.
We provide a 1 year warranty for all jobs we perform.

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.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Attached

Merlo Construction Co, Inc

Print Firm Name/Principal

Signature/Principal

04/18/2024

Date

An official website of the United States government. Here's how you know

The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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Inspection Detail

Quick Link Reference

1695640.015 | 1676164.015 | 1662465.015 | 1625228.015 | 1483556.015 | 1398221.015

Case Status: CLOSED

Inspection: 1695640.015 - Merlo Construction Company, Inc

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1695640.015

Report ID: 0552651

Date Opened: 09/01/2023

Site Address:
Merlo Construction Company, Inc
1000 Enterprise Drive
Allen Park, MI 48101

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Union Status: NonUnion

SIC:

NAICS: 236210/Industrial Building Construction

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 09/06/2023

Emphasis: S:Construction

Case Closed: 11/20/2023

Related Activity

Type	Activity Nr	Safety	Health
Referral	2074043	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty	$0	$0	$0	$2,700	$0	$2,700
Current Penalty	$0	$0	$0	$2,700	$0	$2,700
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Note
1.	01001	Other	408.22139(2)	09/22/2023	10/02/2023	$2,700	$2,700	$0		Z - Issued	

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1676164.015 - Merlo Construction Company, Inc.

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1676164.015

Report ID: 0552651

Date Opened: 06/07/2023

Site Address:
Merlo Construction Company, Inc.
Corner Of 29 Mile Road & Jewell Road
Washington Township, MI 48094

Union Status: NonUnion

SIC:

NAICS: 237110/Water and Sewer Line and Related Structures Construction

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Inspection Type: Planned

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 06/07/2023

Emphasis: P:Construction, S:Construction

Case Closed:

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	$1,500	$0	$0	$0	$0	$1,500
Current Penalty	$1,500	$0	$0	$0	$0	$1,500
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Not
1.	01001	Serious	408.41526(6)	06/23/2023		$1,500	$1,500	$0	08/01/2023	C - Contested	
2.	02001	Other	408.42223(1)	06/23/2023	07/03/2023	$0	$0	$0	08/01/2023	C - Contested	

Case Status: CLOSED

Inspection: 1662465.015 - Merlo Construction Company, Inc

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1662465.015

Report ID: 0552651

Date Opened: 04/11/2023

Site Address:
Merlo Construction Company, Inc
Woodward And Silman
Ferndale, MI 48220

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Inspection Type: Planned

Safety/Health: Health

Scope: Partial

Advanced Notice: N

Ownership: Private

Close Conference: 06/29/2023

Emphasis: P:Rcs-Nep, N:Rcs-Nep, S:Construction, S:Silica

Case Closed: 12/07/2023

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1		1			2
Current Violations	2					2
Initial Penalty	$4,900	$0	$9,800	$0	$0	$14,700
Current Penalty	$4,900	$0	$0	$0	$0	$4,900
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001A	Serious	19261153 D01	07/26/2023	08/03/2023	$2,450	$4,900	$0		I - Informal Settleme
2.	01001B	Serious	19261153 E01	07/26/2023	08/03/2023	$0	$0	$0		I - Informal Settleme
3.	02001A	Serious	19261153 C01	07/26/2023	08/03/2023	$2,450	$9,800	$0		I - Informal Settleme
4.	02001B	Serious	19261153 D02 I	07/26/2023	08/03/2023	$0	$0	$0		I - Informal Settleme
5.	02001C	Serious	19261153 I01	07/26/2023	08/03/2023	$0	$0	$0		I - Informal Settleme

Case Status: CLOSED

Inspection: 1625228.015 - Merlo Construction Company, Inc

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1625228.015

Report ID: 0552651

Date Opened: 09/29/2022

Site Address:
Merlo Construction Company, Inc
940 E. Grand River Avenue
Brighton, MI 48116

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Inspection Type: Planned

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 09/29/2022

Emphasis: P:Construction, S:Construction

Case Closed: 04/19/2023

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty	$0	$0	$0	$0	$0	$0
Current Penalty	$0	$0	$0	$0	$0	$0
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Note
1.	01001	Other	408.41523(1)	10/28/2022	11/07/2022	$0	$0	$0		Z - Issued	

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1483556.015 - Merlo Construction Company, Inc.

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1483556.015

Report ID: 0552651

Date Opened: 07/14/2020

Site Address:
Merlo Construction Company, Inc.
33355 Glendale Street
Livonia, MI 48150

Union Status: NonUnion

SIC:

NAICS: 237110/Water and Sewer Line and Related Structures Construction

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Inspection Type: Unprog Other
Safety/Health: Safety
Scope: Complete
Close Conference: 07/16/2020
Advanced Notice: N
Emphasis: N:Trench, S:Construction
Ownership: Private
Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1483758	Yes	
Inspection	1483764	Yes	

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			1		3
Current Violations	1			1		2
Initial Penalty	$11,200	$0	$0	$0	$0	$11,200
Current Penalty	$2,800	$0	$0	$0	$0	$2,800
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Serious	408.1011(A)	09/10/2020	09/18/2020	$5,600	$5,600	$0	03/24/2021	F - Formal Settleme
2.	01002	Serious	408.40941(1)	09/10/2020	09/18/2020	$2,800	$5,600	$0	03/24/2021	F - Formal Settleme
3.	02001	Other	408.40933(2)	09/10/2020	09/18/2020	$0	$0	$0	03/24/2021	F - Formal Settleme

Case Status: CLOSED

Inspection: 1398221.015 - Merlo Construction Company, Inc.

Inspection Information - Office: Michigan Safety Cnst

Inspection Nr: 1398221.015

Report ID: 0552651

Date Opened: 05/02/2019

Site Address:
Merlo Construction Company, Inc.
Near 1126 S. Rochester Road
Rochester Hills, MI 48307

Union Status: NonUnion

SIC:

NAICS: 238140/Masonry Contractors

Mailing Address:
4964 Technical Drive, Milford, MI 48381

Inspection Type: Planned

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 05/02/2019

Emphasis: P:Construction, S:Construction

Case Closed: 06/18/2019

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1397935	Yes	
Inspection	1398233	Yes	
Inspection	1398230	Yes	
Inspection	1397914	Yes	
Inspection	1397917	Yes	
Inspection	1398236	Yes	

Case Status: CLOSED

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW

Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

USA.gov

Notification of EEO Violations

No Fear Act Data

U.S. Office of Special Counsel

OCCUPATIONAL SAFETY & HEALTH

Frequently Asked Questions

A - Z Index

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ABOUT THE SITE

Freedom of Information Act

Disclaimers

Plug-Ins Used on DOL.gov

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Recently Completed

Esys - $3,500,000.00 JBD - Bennett Donaldson/bdonaldson@jbdonaldson.com, August 2022/ Not bonded/ Orion Township, MI

Sartorious - $1,500,000 - Ann Arbor MI/ JS VIG/ Joe Vig/ joe@jsvig.com/ July 2022 / not bonded

GR East & West - Wixom, MI/ Quadrants/ Bill Clark/ wclark@quadrants.com/ $1,000,000/ September 2022/ not bonded

Haslett Public Schools – Meridian Charter Twp- 2020 completion - $974,300.00 – Earthwork and Concrete

Stag Industries – Lansing MI – 2020 Completion - $3,027,913.00 – Earthwork and Concrete

Inkster Pine Park – 2020 - $2,200,000.00 - Earthwork and Concrete – City of Inkster

Federal Express Pontiac – 2019 completion - $11,222,383.00 – Earthwork, Concrete and Foundations

Niagara - $25,000,000.00 – Choate – Earthwork, Site Utilities, Foundations, Concrete Flatwork

Merlo Construction Company, Inc.

Equal Employment Opportunity Policy

(December 2023)

Policy Statement – Equal Employment Opportunity (EEO)

It is the policy of Merlo Construction Company, Inc. ("the Company") not to discriminate against any employee or applicant for employment based on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, height, weight, marital status, veteran status, political affiliation, genetic information, or any other factor protected by federal, state, or local law.

The EEO Officer, along with management, is primarily responsible for seeing that the Company's equal employment opportunity policies are implemented, but all employees share in the responsibility for assuring that by their personal actions, the policies are effective and apply uniformly to everyone.

Any employee involved in discriminatory practices will be subject to disciplinary action, up to and including termination.

The Company. encourages employees to report all incidents of harassment or discrimination to a member of management, the HR department or EEO Officer. The Company investigates all complaints of harassment promptly and fairly, and, when appropriate, takes immediate corrective action to stop the harassment and prevent it from recurring.

These policies shall apply to all employment actions, including but not limited to, recruitment, hiring, upgrading, promotion, transfer, working conditions, demotion, layoff, recall, termination, rates of pay or other forms of compensation and benefits, and selection for training, including apprenticeship, at all levels of employment.

Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law regarding individuals with disabilities or protected veterans is prohibited.

Merlo Construction Co., Inc., has identified the EEO Officer committed to the principles of Equal Employment Opportunity. The EEO Officer is Maggie Hodges.

Maggie Hodges

EEO Officer

Phone: 248.210.7652

Email: mhodges@merlomi.com

Merlo Construction Company, Inc.

Responsibilities of the Equal Employment Opportunity Officer

The EEO Officer has the responsibility for designing, disseminating, and ensuring the effective implementation of Merlo Construction Co. Inc.'s EEO Policy. These responsibilities include, but are not limited to, the following:

1. Developing Equal Employment Opportunity (EEO) policy statements.
2. Requiring employees to report concerns of discrimination or harassment immediately to a supervisor, human resources or the EEO Officer.
3. Assisting management in arriving at effective solutions to EEO complaints or concerns.
4. Ensuring leadership participates in an annual EEO review with human resources.
5. Ensuring all job postings include the statement, "Merlo Construction Company Inc. is an Equal Opportunity Employer."
6. Auditing the contents of the Company's bulletin board and project binders in Company vehicles on worksites to ensure compliance information is posted and up to date.
7. Serving as liaison between the Company and enforcement agencies.

GUY HURLEY
INSURANCE & SURETY SERVICES

June 16, 2023

Merlo Construction Compny Inc
4964 Technical Drive
Milford, MI 48381

RE: Workers Compensation
Experience Modification Rating
State of Michigan

To whom it may concern:

Please be advised that the Workers Compensation Modification factor for Michigan for the following terms are:

4/1/23-4/1/24	.73
11/1/22-4/1/23	.73
5/1/22-11/1/22	1.00
5/1/21-5/1/22	1.00
5/1/20-5/1/22	.95

If you need any further information regarding the EMR please contact the undersigned.

Very truly yours,

Heather Beckett

Heather Beckett, CIC, CISR
Account Manager
248-519-1438

GUY HURLEY
INSURANCE & SURETY SERVICES

May 4, 2023

RE: Merlo Construction Co., Inc.

To Whom It May Concern:

It is the privilege of Guy Hurley, LLC and Great American Insurance Company to provide surety bonds on behalf of Merlo Construction Co., Inc. In our opinion, Merlo Construction Co., Inc. remains properly financed, well equipped, and capably managed.

At the present time, Great American Insurance Company provides a $15,000,000 single project / $50,000,000 aggregate surety program to Merlo Construction Co., Inc. If awarded a contract, it is our intention to supply payment and performance bonds in the face amount of the bid. As always, Great American Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or your affiliates if for any reason we do not execute such bonds.

Great American Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A + (FSC XV) by A.M. Best Company.

Very truly yours,
Great American Insurance Company

By: _____
Nicholas Ashburn, Attorney-in-Fact

DIRECT 248.519.1400 | FAX 248.519.1401 | 989 E. South Boulevard, Suite 200 | Rochester Hills, MI 48307

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 20903

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
NICHOLAS ASHBURN	ANNE M. BARICK	ALL OF	ALL
PAUL M. HURLEY	MICHAEL D. LECHNER	ROCHESTER HILLS, MICHIGAN	$100,000,000
HOLLY NICHOLS	JASON ROGERS		
ROBERT D. HEUER			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of APRIL , 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of APRIL , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May , 2023 .

Assistant Secretary

B1029AH (03/20)

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 13, 2024

SUBJECT: Renewal of the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant.

Recommendation:

Renew the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant at the cost of $0.041 per gallon, for an estimated annual cost of $260,000

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: February 13, 2024

RECOMMENDATION: Renew the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant at the cost of $0.041 per gallon, for an estimated annual cost of $260,000

ISSUE STATEMENT

During the wastewater treatment process, biosolids are produced and treated through an anaerobic digestion process, then stored in liquid form or dried in open air drying beds. The biosolids are then used as fertilizer and soil enhancement on agricultural lands. To get the material to the land, we use Michigan Agribusiness Solutions, our hauling contractor.

DESCRIBE THE CONSEQUENCES

Biosolids that are generated at the wastewater treatment plant must be disposed of in a manner that protects the environment and meets state and federal regulations. The biosolids are tested before each application event for contaminates and/or pollutants to ensure they meet State and Federal regulations. If contaminants and/ or pollutants remain above the State and Federal Regulatory levels, the biosolids cannot be land applied and must be hauled to a landfill for proper disposal. As the drying beds and liquid tanks fill up with biosolids, they have to be hauled off, as biosolids are produced daily. Overflow is not an option.

OWNERSHIP

Changes to the total amount of gallons to be hauled in recent years from the Wastewater Treatment Plant were made in the bid specifications going forward to better suit the needs of the Plant. Liquid biosolids hauling was increased from a minimum of 500,000 gallons to 1,000,000 gallons. The dry biosolids hauling was increased from a minimum of 300 cubic yards to 1,500 cubic yards.

SOLUTION

Michigan Agribusiness Solutions of LLC Saginaw, Michigan has done a good job of fulfilling their contract obligations in 2023. In addition, their rate is lower than the competition. Those

rates are: $0.041 per liquid gallon, $25.50 per cubic yard if the plant provides loading and $29.00 per cubic yard if the contractor provides loading.

FACILITATE IMPLEMENTATION

Renew the contract with Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant at the cost of $0.041 per gallon, for an estimated annual cost of $260,000.00. We believe this is the lowest price we can obtain at this time.

ATTACHMENTS

1. Jackson Extension Biosolids

Michigan AgriBusiness Solutions, LLC

"The trusted partner in biosolids management"

January 30, 2024

Mr. Trent Stockman
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

Dear Trent:

Please accept this letter as evidence that Michigan AgriBusiness Solutions (aka MAS) wishes to extend our existing contract from 2023 to 2024 for your biosolids management. The current pricing of $0.041 will remain in effect for this calendar year.

Please do not hesitate to contact me with questions or concerns.

We are pleased to continue to be your biosolids partner.

Regards

James Jurgens
President
Michigan AgriBusiness Solutions