



AGENDA - CITY COUNCIL

Tuesday, February 11, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation will be given by Fifth Ward Councilmember Christy May Davis

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Presentation by Rehmann, LLC, of the City of Jackson's Audit Report for Fiscal Year Ended June 30, 2024.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. January 28, 2025 City Council Meeting Minutes

B. City of Jackson, Michigan Financial Statements for the Six Months Ended December 31, 2024

C. Special Event Application: Fairy Festival

Approve a request from the Jackson School of the Arts to host the Fairy Festival on April 12, 2025, in downtown Jackson.

D. Special Event Application: Jackson Interfaith Shelter Block Party

Approve a request from the Jackson Interfaith Shelter to host the Block Party on Saturday, July 19, 2025, in downtown Jackson

E. Planning Commission Annual Report

Accept and place on file the Planning Commission 2024 Annual Report.

F. Reappointment to the Jackson District Library Board of Trustees

Approve the Mayor's recommendation to reappoint Jacqueline Barber to the Jackson District Library Board of Trustees for a four year term beginning immediately and ending on February 10, 2029.

G. Appointments to Youth Council

Approve the Mayor's recommendation to appoint Jaylah Wilkie and Isabella Perez, each for a term of 2 years, expiring on 5/31/27.

H. A Resolution terminating MERS Health Care Savings Program (HCSP) Division #301289 for members of the International Association of Firefighters hired after July 1, 2016

Authorize the City Manager to execute the MERS Health Care Savings Program Division # 301289 Withdrawal and Asset Transfer Agreement on behalf of the City of Jackson and any other documents necessary to facilitate the termination of Division 301289 of the City's MERS Health Care Savings Program.

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. Approval of the Proposal for Software and Services for BS&A Cloud Upgrade

Approval of the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade for \$135,275 for implementation costs and \$148,340 for the first-year subscription costs and authorize the City Manager and Finance Director to sign the appropriate documents.

B. Approve the award of the Hupp-Morrell Transmission Main contract

Approve the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

- C. Resolution - MDOT contract for Martin Luther King, Jr. Equality Trail construction

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and trail infill construction between the Elmdale Trail in Ella Sharp Park to the MLK Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate documents.

- D. A resolution renaming New Leaf Park to Griffin Park in honor of Michael Griffin, Marty Griffin, and John Griffin

Approve renaming New Leaf Park as Griffin Park in honor of Michael Griffin, Marty Griffin and John Griffin for their decades of dedicated public service and lasting impact on the City of Jackson and the State of Michigan. Request the Parks & Recreation Director to coordinate placing appropriate signage and recognition within the newly named Griffin Park to honor the contributions and legacies of Michael Griffin, Marty Griffin and John Griffin.

- E. Chris Simpson appointment to Police Chief

Consent to the City Manager's appointment of Chris Simpson as Chief of the Jackson Police Department.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



CITY COUNCIL MEETING MINUTES

January 28, 2025

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Fourth Ward Councilmember Conner Wood.

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 Christy Davis, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Police Chief Elmer Hitt, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

SPECIAL BUSINESS:

A. Amendment to Public Hearing Rules for Citizen Comment

Recommendation: *Approve the amendment to public hearing rules for citizen comment, authorize the City Manager and City Attorney to make minor modifications as needed.*

Motion was made by Councilmember Forgrave, seconded for discussion by Councilmember Wood to approve the amendment to public hearing rules for citizen comment, authorize the City Manager and City Attorney to make minor modifications as needed. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. JAG Grant Public Hearing

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

No comments were offered during the 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.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the January 14, 2025 regular meeting of the Jackson City Council

B. Alley Vacation Petition

Receipt of petition to vacate a public alley located in the 1200 Block of Deyo Street and referral to the City Attorney to verify its legality and Planning Commission for review and recommendation.

C. AR Write Off

Approve annual write-off recommendations from the City Attorney and Finance Department

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

OTHER BUSINESS:

A. East Side Economic Development Update

City Manager Jonathan Greene provided Council with an update on the East Side Economic Development plans.

NEW BUSINESS:

A. JAG Grant Memorandum of Understanding

Recommendation: *Authorize the City Manager to sign the Memorandum of Understanding*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to authorize the City Manager to sign the Memorandum of Understanding for the JAG Grant. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Budget Amendment for JAG Grant Funds

Recommendation: *Adopt the resolution to amend the 24/25 fiscal year budget.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to adopt the resolution to amend the 24/25 fiscal year budget for JAG. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

C. Change Order 1 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC

Recommendation: *Approve Change Order 1 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC in the increased amount of \$22,850.00 to remove trees for federally funded projects that will commence construction after seasonal limitations are in place and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Gunn, seconded by Vice Mayor Dancy to approve Change Order 1 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC in the increased amount of \$22,850.00 to remove trees for federally funded projects that will commence construction after seasonal limitations are in place and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

D. Amendment to the Parking Agreement for 113 W. Michigan Avenue transfer to Southern Michigan Bank & Trust

Recommendation: *Approve an amendment to the Parking Permit Purchase Agreement for the property at 113 W. Michigan Avenue to transfer and assign rights and obligations to the new owner, Southern Michigan Bank & Trust, and authorize the City Manager execute amendment.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve an amendment to the Parking Permit Purchase Agreement for the property at 113 W. Michigan Avenue to transfer and assign rights and obligations to the new owner, Southern Michigan Bank & Trust, and authorize the City Manager execute amendment. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

E. Adopt a Public Participation Plan for Recertification as a Redevelopment Ready Community through the Michigan Economic Development Corporation

Recommendation: *Adopt a Public Participation Plan for recertification as a Redevelopment Ready Community through the Michigan Economic Development Corporation.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to adopt a Public Participation Plan for recertification as a Redevelopment Ready Community through the Michigan Economic Development Corporation. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

F. Budget Amendment for MSHDA MICH Grant

Recommendation: *Approve an amendment to the 2024-2025 City of Jackson budget to reflect a revenue increase of \$880,000 and an expenditure increase of \$880,000, both related to the City of Jackson MICH grant award from the Michigan State Housing Development Authority (MSHDA), adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any/all related documents.*

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to approve an amendment to the 2024-2025 City of Jackson budget to reflect a revenue increase of \$880,000 and an expenditure increase of \$880,000, both related to the City of Jackson MICH grant award from the Michigan State Housing Development Authority, adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any/all related documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

G. Budget Amendment for MSHDA MI-Hope Grant

Recommendation: *Approve an amendment to the 2024-2025 City of Jackson budget to reflect a revenue increase of \$250,000 and an expenditure increase of \$250,000, both related to the City of Jackson MI-HOPE grant award from the Michigan State Housing Development Authority (MSHDA), adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any/all related documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve an amendment to the 2024-2025 City of Jackson budget to reflect a revenue increase of \$250,000 and an expenditure increase of \$250,000, both related to the City of Jackson MI-HOPE grant award from the Michigan State Housing Development Authority, adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any related documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

H. Capital Improvements Plan for the City of Jackson

Recommendation: *Adopt the 2025-2029 Capital Improvements Plan for the City of Jackson, as part of the recertification package for the MEDC's Redevelopment Ready Communities designation.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to adopt the 2025-2029 Capital Improvements Plan for the City of Jackson, as part of the recertification package for the MEDC's Redevelopment Ready Communities designation. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave all offered comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene did not offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Mayor Mahoney adjourned the meeting at 7:48 p.m.



Financial Statements

As of and for the Six Months Ended December 31, 2024
(Unaudited and Prepared on the Adopted Budget-Basis)

EXPENDITURE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	December 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
101-000 - CITY COUNCIL	121,212	121,212	\$10,277	\$55,376	45.68%	\$65,836
103-000 - CHARTER REVIEW COMMITTEE	2,500	2,500	–	–	0.00%	\$2,500
172-000 - CITY MANAGER	547,902	547,902	\$40,620	\$270,560	49.38%	\$277,342
191-000 - FINANCE	692,384	692,384	\$47,268	\$387,897	56.02%	\$304,487
215-000 - CITY CLERK	418,878	418,878	\$34,582	\$176,151	42.05%	\$242,727
228-000 - MANAGEMENT INFORMATION SERVICES	462,336	462,336	\$22,371	\$245,767	53.16%	\$216,569
233-000 - PURCHASING	126,943	126,943	\$91	\$103,623	81.63%	\$23,320
253-000 - CITY TREASURER	458,257	458,257	\$23,816	\$171,530	37.43%	\$286,727
254-000 - CITY INCOME TAX ADMINISTRATION	269,322	269,322	\$15,744	\$97,500	36.20%	\$171,822
257-000 - CITY ASSESSOR	536,951	536,951	\$40,022	\$267,621	49.84%	\$269,330
262-000 - CITY CLERK-ELECTIONS	204,033	204,033	\$7,212	\$111,940	54.86%	\$92,093
265-000 - CITY HALL AND GROUNDS	823,267	823,267	\$19,977	\$273,598	33.23%	\$549,669
266-000 - CITY ATTORNEY	870,007	870,007	\$63,318	\$411,390	47.29%	\$458,617
270-000 - PERSONNEL & LABOR RELATIONS	637,912	637,912	\$30,439	\$185,354	29.06%	\$452,559
278-000 - UNALLOCATED	835,290	835,290	\$90,804	\$450,395	53.92%	\$384,895
299-000 - ADMINISTRATIVE HEARINGS BUREAU	218,549	218,549	\$8,188	\$57,656	26.38%	\$160,893
301-000 - POLICE	12,347,317	12,347,317	\$911,617	\$5,479,715	44.38%	\$6,867,602
311-224 - OSHP GRANT	13,114	13,114	–	\$11,204	85.43%	\$1,910
320-000 - CONSORTIUM TRAINING	36,000	36,000	–	\$4,700	13.06%	\$31,300
321-000 - IN SERVICE TRAINING	16,000	16,000	\$820	\$5,313	33.20%	\$10,687
322-000 - MCOLES TRAINING	–	–	–	\$2,550	–	(\$2,550)
340-000 - FIRE SUPPRESSION	6,487,641	6,487,641	\$465,455	\$3,070,252	47.32%	\$3,417,389
350-000 - PUBLIC SAFETY- UNALLOCATED	1,937,698	1,937,698	\$141,126	\$908,997	46.91%	\$1,028,701
442-000 - FORESTRY	873,773	873,773	\$38,966	\$222,433	25.46%	\$651,340
444-000 - SIDEWALK CONSTRUCTION	152,254	152,254	–	\$27,661	18.17%	\$124,593
445-000 - DRAINS AT LARGE	109,921	109,921	–	\$2,345	2.13%	\$107,576
450-000 - STREET LIGHTING	630,230	630,230	\$55,010	\$340,718	54.06%	\$289,512
455-000 - WEED CONTROL	106,644	106,644	\$4,455	\$64,130	60.13%	\$42,514
465-000 - GROUNDS MAINTENANCE	505,346	505,346	\$28,762	\$125,424	24.82%	\$379,922
567-000 - CEMETERIES	533,853	533,853	\$25,070	\$172,997	32.41%	\$360,856
571-000 - TAX PROPERTY MAINTENANCE	229,478	229,478	\$7,016	\$78,222	34.09%	\$151,256
572-000 - CIVIC AFFAIRS	142,987	142,987	\$3,027	\$46,920	32.81%	\$96,067
701-000 - PLANNING	272,477	272,477	\$12,671	\$105,774	38.82%	\$166,703
728-000 - ECONOMIC DEVELOPMENT	140,500	140,500	\$117,041	\$217,865	155.06%	(\$77,365)

Note 2

Note 2

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	December 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	347,158	347,158	(\$8,553)	\$187,677	54.06%	\$159,481
758-000 - LT. NIXON MEMORIAL POOL	116,975	116,975	\$1,982	\$111,678	95.47%	\$5,297
771-000 - PARKS & FACILITIES MAINTENANCE	1,169,290	1,169,290	\$56,018	\$640,302	54.76%	\$528,988
776-000 - MASONIC INCUBATOR	—	—	—	\$306	—	(\$306)
803-000 - HISTORICAL DISTRICT	14,574	14,574	\$245	\$4,326	29.68%	\$10,248
806-000 - DIVERSITY, EQUITY & INCLUSION	409,181	409,181	\$53,591	\$189,431	46.30%	\$219,750
965-000 - CONTRIBUTIONS TO OTHER FUNDS	590,199	590,199	—	—	0.00%	\$590,199
101 - GENERAL TOTAL	34,408,353	34,408,353	\$2,369,048	\$15,287,299	44.43%	\$19,121,054
102 - BUDGET STABILIZATION	30,000	30,000	—	—	0.00%	\$30,000
GENERAL FUND TOTAL	34,438,353	34,438,353	\$2,369,048	\$15,287,299	44.39%	\$19,151,054
151 - CEMETERY PERPETUAL MAINTENANCE	25,000	25,000	—	—	0.00%	\$25,000
155 - ELLA W. SHARP ENDOWMENT FUND	20,550	20,550	—	—	0.00%	\$20,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	5,100	—	—	0.00%	\$5,100
PERMANENT FUND TOTAL	50,650	50,650	—	—	0.00%	\$50,650
202 - MAJOR STREET	14,911,260	14,911,260	\$481,147	\$2,571,368	17.24%	\$12,339,892
203 - LOCAL STREET	2,056,470	2,056,470	\$319,584	\$1,143,501	55.61%	\$912,969
208 - ELLA W. SHARP PARK OPERATING	1,051,718	1,051,718	\$73,110	\$606,685	57.69%	\$445,033
213 - OPIOID SETTLEMENT FUND	62,739	62,739	—	—	0.00%	\$62,739
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	\$35,737	\$449,494	27.10%	\$1,209,306
234 - HCDF MICH GRANT	—	—	—	\$5,312	—	(\$5,312)
245 - PUBLIC IMPROVEMENT	1,335,840	1,335,840	—	\$157,007	11.75%	\$1,178,833
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,621,212	1,621,212	\$269,402	\$1,391,309	85.82%	\$229,903
249 - BUILDING DEPARTMENT	623,988	623,988	\$37,534	\$262,618	42.09%	\$361,370
251 - HOUSING CODE ENFORCEMENT	1,500,661	1,500,661	\$77,692	\$504,139	33.59%	\$996,522
252 - BUILDING DEMOLITIONS	393,000	393,000	\$300	\$62,075	15.80%	\$330,925
265 - DRUG LAW ENFORCEMENT	35,432	35,432	\$2,034	\$10,712	30.23%	\$24,720
272 - SAFER GRANT	301,801	301,801	\$40,869	\$217,997	72.23%	\$83,804
273 - PROJECT SAFE NEIGHBORHOOD	143,028	277,871	\$13,868	\$50,667	18.23%	\$227,204
275 - BYRNE/JAG PROGRAMS	—	0	—	\$25,000	—	(\$25,000)
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%	\$75,000
280 - HOUSING REDEVELOPMENT	—	—	\$50,343	\$110,049	—	(\$110,049)
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	\$12,649	\$110,456	110.46%	(\$10,456)
296 - RECREATION ACTIVITY	268,824	268,824	\$45,511	\$271,614	101.04%	(\$2,790)
297 - RECREATION MILLAGE	911,550	911,550	\$45,072	\$367,590	40.33%	\$543,960
SPECIAL REVENUE FUND TOTAL	27,051,323	27,186,166	\$1,504,852	\$8,317,593	30.59%	\$18,868,573
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	—	\$12,896	5.76%	\$210,896
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	—	\$58,443	7.67%	\$703,443
353 - 2024 MTF BONDS D/S FUND	—	0	—	\$79,583	—	(\$79,583)
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	763,691	763,691	—	\$11,345	1.49%	\$752,346
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%	\$1,631
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	\$249,750	17.84%	\$1,150,500
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	—	\$102,300	5.80%	\$1,662,300
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	—	\$19,296	50.00%	\$19,297
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	3,032,403	—	—	0.00%	\$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	207,157	—	\$83,579	40.35%	\$123,579
DEBT SERVICE FUND TOTAL	8,338,114	8,338,114	—	\$761,303	9.13%	\$7,576,811
401 - CAPITAL PROJECTS	330,000	330,000	—	\$31,173	9.45%	\$298,827
402 - WATER EQUIPMENT & REPLACEMENT	28,677,405	28,677,405	\$236,462	\$1,186,652	4.14%	\$27,490,753
403 - LEAD SERVICE LINE REPLACEMENT	1,696,998	1,696,998	\$48,896	\$565,697	33.34%	\$1,131,301
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$21,384	\$244,007	36.24%	\$429,274

Note 2

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	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	December 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
405 - SANITARY SEWER REPLACEMENT	6,214,142	6,214,142	\$88,523	\$1,814,754	29.20%	\$4,399,388
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,304,666	13,304,666	\$470,525	\$1,696,443	12.75%	\$11,608,223
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	\$248,848	\$2,966,326	119.03%	(\$474,139)
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	\$588,641	\$3,426,533	35.29%	\$6,284,366
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	-	-	\$5,366	\$265,803	-	(\$265,803)
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	1,541,772	1,541,772	-	-	0.00%	\$1,541,772
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,832,100	3,832,100	\$85,682	\$330,361	8.62%	\$3,501,739
489 - BROWNFIELD REDEVELOPMENT	2,312,552	2,312,552	\$245	\$139,190	6.02%	\$2,173,362
494 - DDA PROJECT	3,239,560	3,239,560	-	\$83,579	2.58%	\$3,155,982
CAPITAL PROJECTS FUND TOTAL	74,025,562	74,025,562	\$1,794,572	\$12,750,517	17.22%	\$61,275,045
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	-	\$155,055	95.71%	\$6,953
895 - SPECIAL ASSESSMENT	2,309,081	2,309,081	-	\$155,055	6.72%	\$2,154,026
SPECIAL ASSESSMENT FUNDS TOTAL	2,471,089	2,471,089	-	\$310,110	12.55%	\$2,160,979
514 - AUTO PARKING SYSTEM	282,147	282,147	\$827	\$1,654	0.59%	\$280,493
518 - PARKING ASSESSMENT	387,051	387,051	\$22,583	\$128,460	33.19%	\$258,591
519 - COOPER/FRANCIS PARKING DECKS	282,906	282,906	\$3,095	\$40,929	14.47%	\$241,977
590 - SEWER	26,884,143	26,884,143	\$1,173,916	\$10,737,227	39.94%	\$16,146,916
591 - WATER	47,408,410	47,408,410	\$2,060,396	\$15,761,515	33.25%	\$31,646,895
ENTERPRISE FUND TOTAL	75,244,657	75,244,657	\$3,260,818	\$26,669,785	35.44%	\$48,574,872
641 - PUBLIC WORKS ADMINISTRATION	522,909	522,909	\$26,790	\$197,920	37.85%	\$324,989
642 - ENGINEERING ADMINISTRATION	412,933	412,933	\$19,492	\$179,802	43.54%	\$233,131
643 - LOCAL SITE REMEDIATION REVOLVING	200,000	200,000	-	-	0.00%	\$200,000
661 - MOTOR POOL & GARAGE	1,808,820	1,808,820	\$133,446	\$654,772	36.20%	\$1,154,048
676 - WORKERS COMPENSATION	255,075	255,075	\$5,244	\$129,346	50.71%	\$125,729
677 - SELF-INSURED HEALTHCARE	6,481,950	6,481,950	\$428,471	\$2,820,719	43.52%	\$3,661,231
INTERNAL SERVICE FUND TOTAL	9,681,687	9,681,687	\$613,443	\$3,982,559	41.13%	\$5,699,128
703 - COUNTY & SCHOOL TAX	28,860,000	28,860,000	-	-	0.00%	\$28,860,000
CUSTODIAL FUND TOTAL	28,860,000	28,860,000	-	-	0.00%	\$28,860,000
731 - EMPLOYEES RETIREMENT SYSTEM	4,225,000	4,225,000	\$331,546	\$2,234,107	52.88%	\$1,990,893
732 - POLICE & FIRE PENSION	415,000	415,000	\$36,077	\$205,469	49.51%	\$209,531
734 - POLICE & FIRE ACT 345	6,240,000	6,240,000	\$501,113	\$2,722,526	43.63%	\$3,517,474
736 - PUBLIC EMPLOYEE HEALTH CARE	30,000	30,000	-	\$2,936	9.79%	\$27,064
PENSION TRUST FUND TOTAL	10,910,000	10,910,000	\$868,736	\$5,165,037	47.34%	\$5,744,963
FUND TYPE/FUND NAME TOTAL	271,071,435	271,206,278	\$10,411,470	\$73,244,204	27.01%	\$197,962,074

Note 2

Note 2

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	December 2024	FY2025	Percent Expended
FUND TYPE/FUND NAME					
PROPERTY TAXES	11,585,297	11,585,297	\$460,704	\$10,278,747	88.72%
INCOME TAXES	10,900,000	10,900,000	\$116,381	\$4,797,874	44.02%
STATE REVENUE SHARING	5,787,831	5,787,831	\$880,724	\$1,843,734	31.86%
LICENSES AND PERMITS	352,015	352,015	(\$459)	\$100,316	28.50%
FEDERAL GRANTS	293,407	293,407	\$42,374	\$64,513	21.99%
STATE GRANTS	136,000	136,000	—	\$154,985	113.96%
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	\$6,009	\$6,009	48.07%
CHARGES FOR GOODS AND SERVICES	1,423,349	1,423,349	\$33,970	\$270,139	18.98%
FINES AND FORFEITS	355,640	355,640	\$14,181	\$242,776	68.26%
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,100	30,100	\$2,140	\$1,469,168	4,880.96%
INVESTMENT INCOME	390,000	390,000	\$28,836	\$310,728	79.67%
MISCELLANEOUS	336,136	336,136	\$12,154	\$162,393	48.31%
CONTRIBUTIONS FROM OTHER FUNDS	190,000	190,000	\$2,142	\$7,826	4.12%
GENERAL FUND TOTAL	31,792,275	31,792,275	\$1,599,157	\$19,709,209	61.99%
FUND TYPE/FUND NAME TOTAL	31,792,275	31,792,275	\$1,599,157	\$19,709,209	61.99%
CONSOLIDATED WITH GENERAL FUND					
102 - BUDGET STABILIZATION	30,000	30,000	\$2,884	\$31,960	106.53%
CONSOLIDATED WITH GENERAL FUND TOTAL	30,000	30,000	\$2,884	\$31,960	106.53%
ALL OTHER FUNDS					
151 - CEMETERY PERPETUAL MAINTENANCE	45,000	45,000	\$4,352	\$12,002	26.67%
155 - ELLA W. SHARP ENDOWMENT FUND	30,550	30,550	—	—	0.00%
160 - LLOYD E. MOUNT ENDOWMENT	5,100	5,100	—	—	0.00%
PERMANENT FUND TOTAL	80,650	80,650	\$4,352	\$12,002	14.88%
202 - MAJOR STREET	14,517,772	14,517,772	\$148,727	\$2,352,902	16.21%
203 - LOCAL STREET	1,491,453	1,491,453	\$93,764	\$519,236	34.81%
208 - ELLA W. SHARP PARK OPERATING	1,098,750	1,098,750	\$10,361	\$383,778	34.93%
213 - OPIOID SETTLEMENT FUND	—	0	—	\$66,647	—
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	\$120,905	\$120,905	7.29%
245 - PUBLIC IMPROVEMENT	1,461,000	1,461,000	\$51,374	\$1,279,260	87.56%
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,597,500	1,597,500	\$440,681	\$443,808	27.78%
249 - BUILDING DEPARTMENT	520,900	520,900	\$39,093	\$367,170	70.49%
251 - HOUSING CODE ENFORCEMENT	1,021,400	1,021,400	\$34,601	\$299,788	29.35%
252 - BUILDING DEMOLITIONS	196,000	196,000	\$132	\$109,069	55.65%
265 - DRUG LAW ENFORCEMENT	20,000	20,000	\$75	\$1,691	8.46%
272 - SAFER GRANT	301,801	301,801	\$40,869	\$212,415	70.38%
273 - PROJECT SAFE NEIGHBORHOOD	143,028	277,871	—	\$2,603	0.94%
275 - BYRNE/JAG PROGRAMS	—	0	—	\$25,000	—
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	\$194,813	\$305,269	305.27%
296 - RECREATION ACTIVITY	353,000	353,000	\$16,067	\$288,640	81.77%
297 - RECREATION MILLAGE	1,020,000	1,020,000	(\$354)	\$4,377	0.43%
SPECIAL REVENUE FUND TOTAL	25,576,404	25,711,247	\$1,191,108	\$6,782,557	26.38%
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	—	\$12,896	5.76%
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	—	\$58,443	7.67%
353 - 2024 MTF BONDS D/S FUND	—	0	—	\$78,083	—
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	722,000	722,000	\$25,333	\$692,617	95.93%
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	—	0.00%
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	—	\$102,300	5.80%
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	—	\$19,296	50.00%
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	3,032,403	—	—	0.00%
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	207,157	—	\$83,579	40.35%
DEBT SERVICE FUND TOTAL	8,296,423	8,296,423	\$25,333	\$1,191,325	14.36%
401 - CAPITAL PROJECTS	309,020	309,020	\$472	\$3,842	1.24%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	December 2024	FY2025	Percent Expended
402 - WATER EQUIPMENT & REPLACEMENT	24,750,198	24,750,198	\$490,445	\$9,135,249	36.91%
403 - LEAD SERVICE LINE REPLACEMENT	2,826,515	2,826,515	\$207,678	\$958,219	33.90%
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$10,681	\$233,305	34.65%
405 - SANITARY SEWER REPLACEMENT	3,244,005	3,244,005	\$265,032	\$1,651,858	50.92%
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,394,032	13,394,032	(\$43,231)	\$4,157,892	31.04%
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	\$867,849	\$2,717,478	109.04%
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	\$1,063,850	\$2,836,396	29.21%
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	—	—	\$1,542	\$260,437	—
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	—	0	\$3,140	\$57,482	—
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,833,300	3,833,300	\$119,429	\$119,429	3.12%
489 - BROWNFIELD REDEVELOPMENT	1,721,830	1,721,830	\$2,285	\$76,577	4.45%
494 - DDA PROJECT	3,559,000	3,559,000	\$8,873	\$244,867	6.88%
CAPITAL PROJECTS FUND TOTAL	66,514,267	66,514,267	\$2,998,043	\$22,453,029	33.76%
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	—	\$155,055	95.71%
895 - SPECIAL ASSESSMENT	2,387,073	2,387,073	\$2,117	\$20,918	0.88%
SPECIAL ASSESSMENT FUNDS TOTAL	2,549,081	2,549,081	\$2,117	\$175,973	6.90%
514 - AUTO PARKING SYSTEM	95,443	95,443	\$405	\$3,534	3.70%
518 - PARKING ASSESSMENT	352,297	352,297	\$220,308	\$296,156	84.06%
519 - COOPER/FRANCIS PARKING DECKS	15,550	15,550	\$6,143	\$18,529	119.16%
590 - SEWER	22,154,210	22,154,210	(\$7,221)	\$3,076,327	13.89%
591 - WATER	39,510,527	39,510,527	\$365,306	\$9,414,359	23.83%
ENTERPRISE FUND TOTAL	62,128,027	62,128,027	\$584,940	\$12,808,905	20.62%
641 - PUBLIC WORKS ADMINISTRATION	378,106	378,106	\$28,977	\$191,836	50.74%
642 - ENGINEERING ADMINISTRATION	323,476	323,476	\$16,791	\$136,702	42.26%
643 - LOCAL SITE REMEDIATION REVOLVING	70,555	70,555	\$594	\$7,671	10.87%
661 - MOTOR POOL & GARAGE	1,458,576	1,458,576	\$152,098	\$791,928	54.29%
676 - WORKERS COMPENSATION	210,000	210,000	\$14,179	\$109,247	52.02%
677 - SELF-INSURED HEALTHCARE	6,505,000	6,505,000	\$483,490	\$3,083,276	47.40%
INTERNAL SERVICE FUND TOTAL	8,945,713	8,945,713	\$696,129	\$4,320,659	48.30%
703 - COUNTY & SCHOOL TAX	28,860,000	28,860,000	\$12,517	\$98,864	0.34%
CUSTODIAL FUND TOTAL	28,860,000	28,860,000	\$12,517	\$98,864	0.34%
731 - EMPLOYEES RETIREMENT SYSTEM	6,507,820	6,507,820	(\$1,115,972)	\$2,209,204	33.95%
732 - POLICE & FIRE PENSION	259,455	259,455	(\$91,603)	\$197,873	76.26%
734 - POLICE & FIRE ACT 345	10,829,381	10,829,381	(\$1,168,368)	\$5,967,539	55.11%
736 - PUBLIC EMPLOYEE HEALTH CARE	230,000	230,000	—	\$309,643	134.63%
PENSION TRUST FUND TOTAL	17,826,656	17,826,656	(\$2,375,943)	\$8,684,258	48.72%
ALL OTHER FUNDS TOTAL	220,777,221	220,912,064	\$3,138,596	\$56,527,573	25.59%

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

Note 2: Unfavorable budget variances related to expenditures will be addressed through a formal budget amendment.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 11, 2025
SUBJECT: Special Event Application: Fairy Festival

Recommendation:

Approve a request from the Jackson School of the Arts to host the Fairy Festival on April 12, 2025, in downtown Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: February 11, 2025

RECOMMENDATION: Approve a request from the Jackson School of the Arts to host the Fairy Festival on April 12, 2025, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None.

OWNERSHIP

Insurance: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson School of the Arts to host the Fairy Festival on April 12, 2025, in downtown Jackson.

ATTACHMENTS

1. SEA-Fairy Festival 2025



By:	Date:
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

☒ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

☒ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map -Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: Fairy Festival

Sponsoring Organization Legal Name : Jackson School of the Arts

Street Address : 135 W Cortland St Jackson MI 49201

Tax ID# : 38-3581314

Website : jacksonarts.org

Contact Name 1 : Jode Piotrowski

Email: jode@jacksonarts.org Phone: 517-704-2389

Contact Name 2 : Brandi Kinch

Email: brandi@jacksonarts.org Phone: 517-704-2389

Contact Name/Phone# During Event:

Event Details

Event Date(s):

04/12/2025

Set up Time:

7:30am

Start Time:

10:00am

End Time:

5:00pm

Tear Down Time:

5:30pm

Has this event occurred before?

☒ Yes

No

If yes, how many previous years? 17 yrs. (3 yrs @ current location)

What is the expected attendance?

Do you expect to do this event next year?

☒ Yes

No

Type of Event Please check all that apply

☒ Festival ☐ March/Parade ☐ Walk/Run* ☐ Other

*Downtown 5K/10K's: Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event This description will be posted on the Special Events Calendar

Event Location Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location

Jackson School of the Arts, 135 W Cortland St.

Requested Street Closure(s) Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
Start Date:

Time:

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options?

7+ multistall

Service Provider: Who will supply and service the restrooms (name/contact)?

Jackson School of the Arts

Placement: Where will restrooms be located? **Please include locations on the map*

Inside of JSA.

Additional Notes:

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event? JSA private dumpster

Service Provider: Who is responsible for waste removal (name/contact)? Granger -private dumpster

Reciprocals: How many bins will be provided? *Please include locations on the map
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes

☒ No

****All electrical lines MUST be properly covered to minimize tripping hazards ****

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

No

If yes, how many food trucks do you anticipate?

2-4 - in our parking lot

If yes, how many?

Using generators?

Yes

☒ No

Do you need to rent power boxes for the food trucks?

Yes

☒ No

\$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site?

☒ Yes

No

If yes, how many?

Indoors

If yes, how many?

Using generators?

Yes

☒ No

Do you need to rent power boxes for the food trucks?

Yes

☒ No

\$25 per box rental cost (adapters included)

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

☒ Yes

No

If yes, what?

Bounce House/pony rides our parking lot

Using generators?

Yes

☒ No

Do you need to rent power boxes for the food trucks?

Yes

☒ No

If yes, how many?

\$25 per box rental cost (adapters included)

Other electrical power needed?

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

☒ No

**If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance?

Yes

☒ No

If yes, please explain:

Alcohol Sales:

Yes

☒ No

**If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area:

Yes

☒ No

**If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing



Insurance Please request the following documentation from your insurance carrier.

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

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



Event Map Please include **all event details** and activities on the map for review and processing.

Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

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

*I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):*

***Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

Special Event Application Policy

Additional charges may incur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

Special Event Application

Certification and Signature

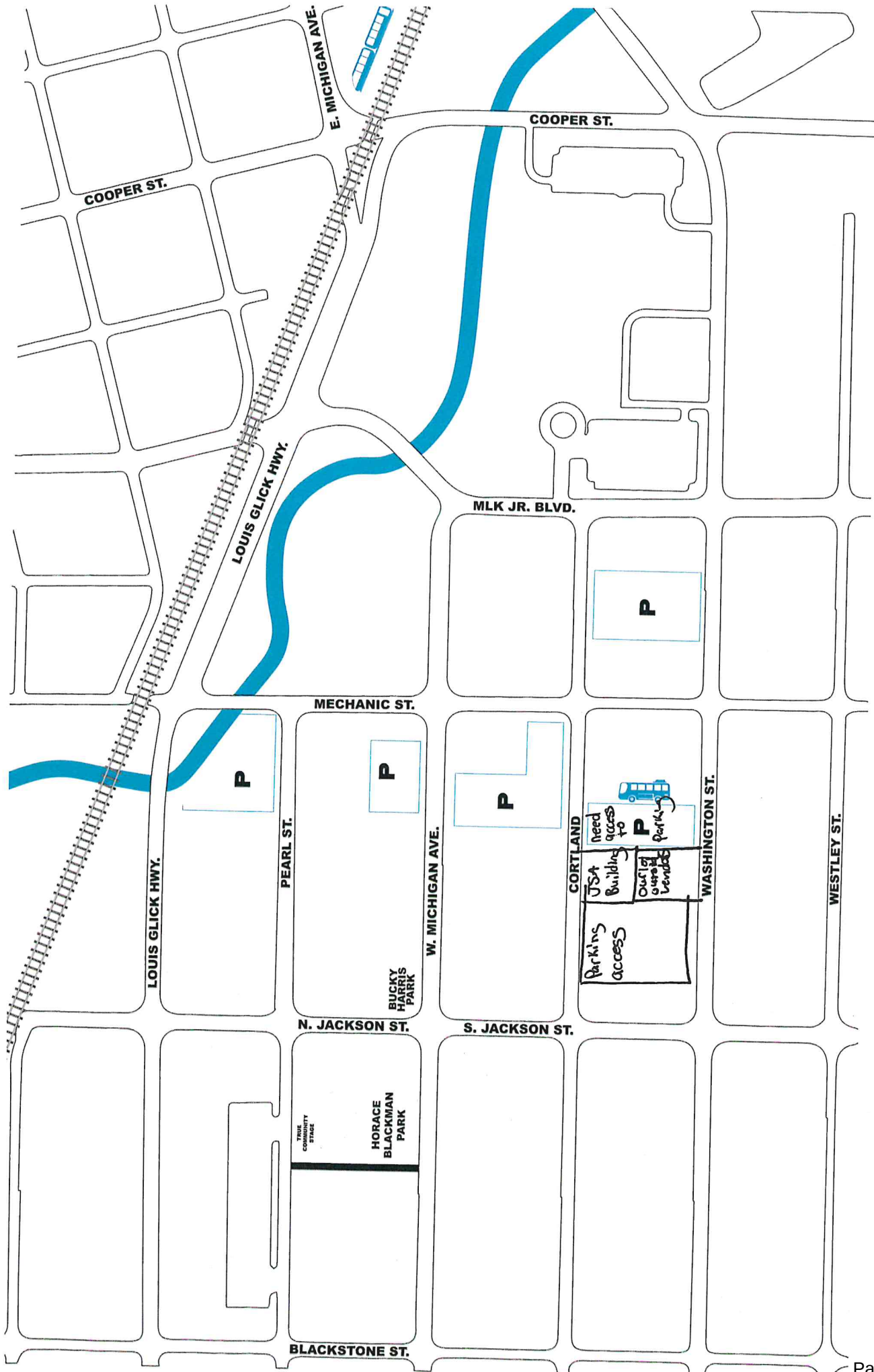
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will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

Signature:



Date:

1/13/2025





MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 11, 2025

SUBJECT: Special Event Application: Jackson Interfaith Shelter Block Party

Recommendation:

Approve a request from the Jackson Interfaith Shelter to host the Block Party on Saturday, July 19, 2025, in downtown Jackson

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Interfaith Shelter Block Party.

I recommend approval of the special event application for the Jackson Interfaith Shelter Block Party. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: February 11, 2025

RECOMMENDATION: Approve a request from the Jackson Interfaith Shelter to host the Block Party on Saturday, July 19, 2025, in downtown Jackson

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

OWNERSHIP

Insurance Status: The insurance is on file with the City Attorney and the Downtown Development Authority.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Interfaith Shelter to host the Block Party on Saturday, July 19, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Interfaith Shelter Block Party

By:	Date:
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

☒ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

☒ Level 1: \$75 (0-1 city resources)

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

☐ Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☒ Insurance documentation for sponsoring organization

☒ Event Map -Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

☒ Applicant Information

EVENT NAME: Jackson Interfaith Shelter Block Party

Sponsoring Organization Legal Name : Jackson Interfaith Shelter

Street Address : 414 S Blackstone St

Tax ID# : 38-2117378

Website : www.interfaithshelter.com

Contact Name 1 : Bekah Zraik

Email: bekah@interfaithshelter.com

Phone: (517) 789-8735 x8

Contact Name 2 : Steve Castle

Email: steve@interfaithshelter.com

Phone: (517) 789-8735 x9

Contact Name/Phone# During Event: Bekah Zraik / (810) 348-4896

☒ Event Details

Event Date(s): Set up Time: Start Time: End Time: Tear Down Time:

Saturday, July 19, 2025

8:00 AM

11:00 AM

2:00 PM

2:00 PM

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 4

What is the expected attendance? 500-750

Do you expect to do this event next year?

☒ Yes ☐ No

☒ Type of Event Please check all that apply

☒ Festival ☐ March/Parade ☐ Walk/Run* ☐ Other

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.



Description of Event

This description will be posted on the Special Events Calendar

The Jackson Interfaith Shelter will be hosting its 5th annual Block Party on Saturday, July 19 from 11am - 2pm, as a way to celebrate this community, its people, and the transformative experience that takes place at the shelter. This free event includes lunch, live music, lawn games, inflatables, and other family fun. Everyone is invited - we hope you'll join us!



Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*



Other Location Jackson Interfaith Shelter Parking Lot



Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Franklin St	Cross Street 1: Blackstone St	Cross Street 2: Alley next to our parking lot
Closure Start Date: 7/19/25	Time: 9:00 AM	Closure Start Date: 7/19/25
		Time: 3:00 PM

Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure Start Date:
		Time:

Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure Start Date:
		Time:

Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure Start Date:
		Time:

Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure Start Date:
		Time:

Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure Start Date:
		Time:



Bathroom Plan

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? See below in additional notes

Service Provider: Who will supply and service the restrooms (name/contact)? Jackson Interfaith Shelter

Placement: Where will restrooms be located? **Please include locations on the map* Inside Jackson Interfaith Shelter

Additional Notes: We have multiple restrooms: 2 single-use; a men's restroom with 4 stalls, and a women's restroom with 4 stalls

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.



Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event? We will provide trash cans and our team will take care of it

Service Provider: Who is responsible for waste removal (name/contact)? Jackson Interfaith Shelter

Reciprocals: How many bins will be provided? *Please include locations on the map 4 + multiple inside the shelter
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? Jackson Interfaith Shelter

Additional notes:



Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes ☒ No ****All electrical lines MUST be properly covered to minimize tripping hazards ****

Will you have food trucks?

Please add food truck names and locations on the map.

Yes ☒ No If yes, how many food trucks do you anticipate?

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site?

Yes ☒ No If yes, how many?

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

☒ Yes No If yes, what? Foam machine, inflatable

Using generators? Yes ☒ No Do you need to rent power boxes for the food trucks? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Other electrical power needed? Yes ☒ No If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? Yes ☒ No If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes ☒ No *If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.

Police Department: Do you require police assistance? Yes ☒ No If yes, please explain:

Alcohol Sales: Yes ☒ No *If yes, attach liquor license and liquor liability insurance

Cannabis Consumption Area: Yes ☒ No *If yes, attach Cannabis Consumption License and liability insurance

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

☒ Other Traffic blockades for road closure. If we can get 4, that would be great!

Other

Required Attachments for Application Processing

☒ Insurance *Please request the following documentation from your insurance carrier.*

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

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

☒ Event Map *Please include **all event details** and activities on the map for review and processing.*

- | | | | |
|--|--|---|--|
| ☒ Route plan | ☒ Emergency vehicle access | ☒ Requested street closures | ☒ Food Truck Locations |
| ☒ Vendor locations | ☒ Dispersal locations | Requested reserved parking | |
| ☒ Tent locations | ☒ Trash Receptacle locations | ☒ Requested electrical location | |
| ☒ Assembly locations | ☒ Bathroom locations | Alcohol/Cannabis sales locations | |

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

- ☒ I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

Per email with Melissa Evans, the DDA is reducing our application fee to \$75. Thank you for this exemption!

***Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

Special Event Application Policy

Additional charges may incur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

Special Event Application

Certification and Signature

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

Signature:



Date:

1/23/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2025

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 Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202		CONTACT NAME: Ashly L. Cutler PHONE (A/C, No, Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: acutler@richmondagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20250123081508878 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		A699472	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A699472	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			A699472	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	B900114	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

City of Jackson included as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
161 W. Michigan Ave
Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE

Ashly Cutler



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2025

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PRODUCER Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202		CONTACT NAME: Ashly L. Cutler PHONE (A/C, No, Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: acutler@richmondagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20250123081509571 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		A699472	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			A699472	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	B900114	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

Jackson Downtown Development Authority included as Additional Insured.

CERTIFICATE HOLDER

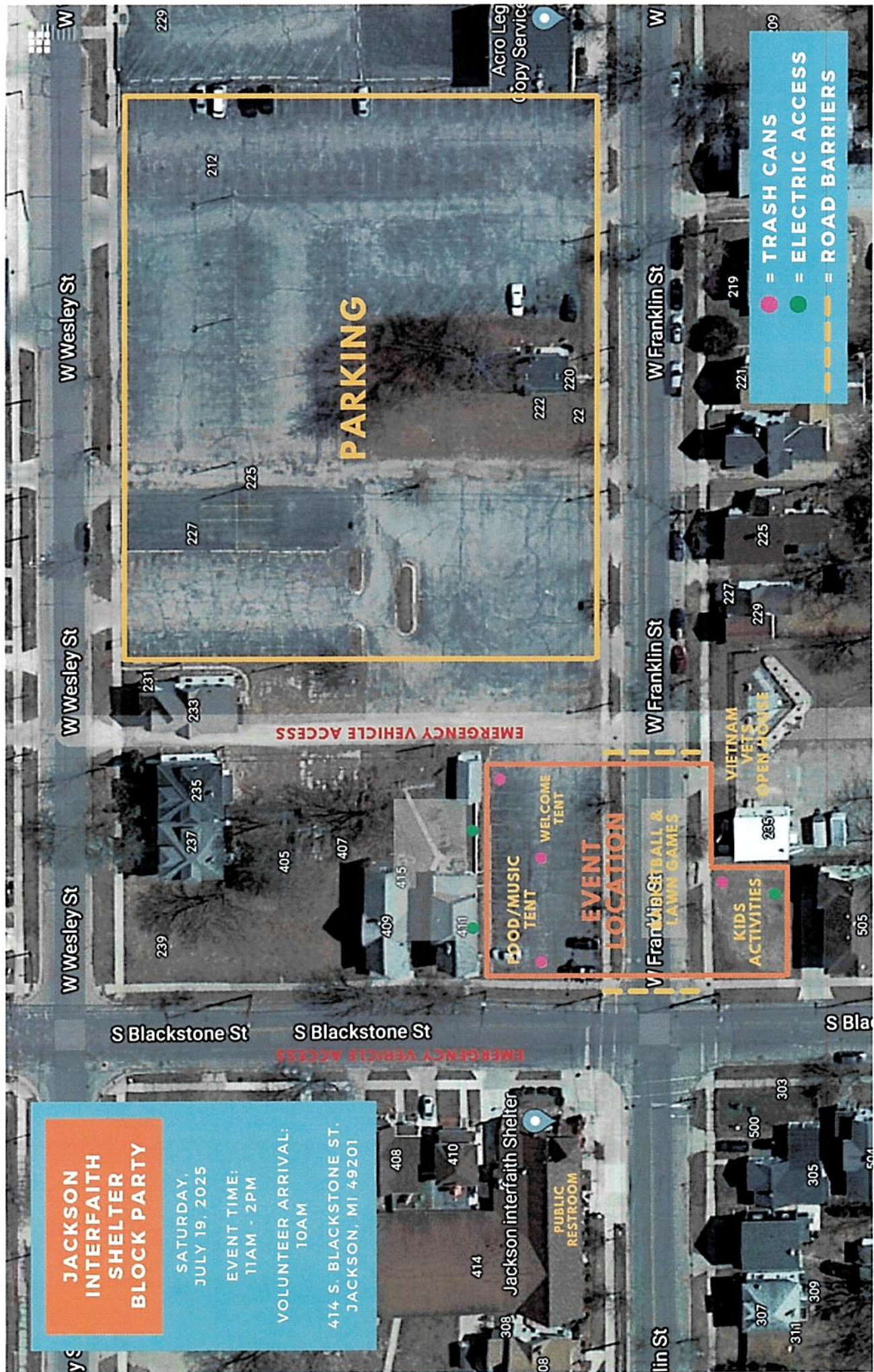
Jackson Downtown Development Authority
161 W Michigan
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ashly Cutler



**JACKSON
INTERFAITH
SHELTER
BLOCK PARTY**

SATURDAY,
JULY 19, 2025

EVENT TIME:
11AM - 2PM

VOLUNTEER ARRIVAL:
10AM

414 S. BLACKSTONE ST.
JACKSON, MI 49201

Jackson interfaith Shelter

PUBLIC
RESTROOM

EMERGENCY VEHICLE ACCESS

EMERGENCY VEHICLE ACCESS

PARKING

FOOD/MUSIC
TENT

WELCOME
TENT

**EVENT
LOCATION**

STREETBALL &
LAWN GAMES

KIDS
ACTIVITIES

VIETNAM
VETS
OPEN HOUSE

- = TRASH CANS
- = ELECTRIC ACCESS
- = ROAD BARRIERS



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 11, 2025
SUBJECT: Planning Commission Annual Report

Recommendation:

Accept and place on file the Planning Commission 2024 Annual Report.

Accept and place on file the Planning Commission 2024 Annual Report.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council accept and place on file the Planning Commission 2024 Annual Report.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: February 11, 2025

RECOMMENDATION: Accept and place on file the Planning Commission 2024 Annual Report.

ISSUE STATEMENT

The Planning Commission prepares and submits an annual report, with presentation to City Council each year in the winter/spring.

DESCRIBE THE CONSEQUENCES

The Planning Commission annual report provides details of Planning Commission activities during the previous year. It also serves as a means of transparency, providing valuable information to City Council and the community. The Planning Commission annual report is also a required part of the MEDC's Redevelopment Readiness Communities (RRC) designation.

OWNERSHIP

The Planning Commission annual report is prepared by the staff liaison for the Planning Commission (Planning & Zoning Administrator), in collaboration with commission members.

SOLUTION

City Council should accept and place on file the Planning Commission 2024 Annual Report.

FACILITATE IMPLEMENTATION

Accept and place on file the Planning Commission 2024 Annual Report.

ATTACHMENTS

1. Planning Commission 2024 Annual Report

2024 ANNUAL REPORT PLANNING COMMISSION

1. Membership and Terms

<u>MEMBER</u>	<u>TERM</u>
Jonathan Greene	City Manager (ex officio)
Mayor Daniel Mahoney	Runs with elected term (ex officio)
Councilman Connor Wood	Runs with elected term (ex officio)
Clyde Mauldin (ZBA Liaison)	12/31/26
Sarah Saucedo	12/31/26
James Johnson	12/31/25
Chelsea Poole	12/31/25
David Hammontree	12/31/26

2. Meetings

The Michigan Planning Enabling Act (PA 33 of 2008), as amended, requires a minimum of four (4) annual meetings; the City of Jackson Planning Commission met seven (7) times in 2023, fulfilling the MPEA requirements.

3. Master Plan Review

The City of Jackson Planning Commission reviewed the 2016 Master Plan for the purpose of reaffirming the relevancy and goals of the existing master plan; amend/update the existing master plan; or draft a new master plan.

At the May 1, 2024 regularly scheduled planning commission meeting, the members agreed the 2016 Master Plan goals and strategies remain relative and should continue to be followed.

4. Zoning Ordinance Text and Map Amendment Recommendations

A. TEXT AMENDMENTS

- **September 4, 2024**

Article I. – In General, Section 28-5. – Definitions. Add “Resource center with group and/or family shelter.”

Article III. – Zoning District Regulations, Section 28-71. – Permitted and conditional uses. Add “Resource center with group and/or family shelter” as a conditional use in the R-1 through R-4 and R-6 zoning districts.

Article IV. – Site and Building Design Standards, Section 28-100. – Off-street parking, loading, and access design standards, Subsection (c) (1) General off-street parking requirements. Add parking standards for “Resource center with group and/or family shelter” to table.

Article V. – Development Approval Procedures, Section 28-145. – Conditional uses, Subsection (d) Additional development requirements for certain conditional uses. Add (15) Resource center with group and/or family shelter.

Recommendation to City Council approved.

B. MAP AMENDMENTS (REZONE)

- **January 3, 2024** – 509 Detroit Street (Parcel #7-04480); 511 Detroit Street (Parcel #7-0448.1); and 208 N. Park Avenue (Parcel #7-04470) Zoning Map Amendment from R-4, High Density Apartment and Office to C-4, General Commercial. Recommendation to City Council approved.
- **May 1, 2024** – 1100 Clinton Road (Parcel #2-2005) Zoning Map Amendment of a forty (40) foot wide by three hundred and thirty (330) foot long (0.30 acres) strip of land from R-6, Residential and Low Density Office to C-4, General Commercial with the condition the said portion of land be combined with 971 N. West Avenue (Parcel #2-2005.1). Recommendation to City Council approved.
- **August 7, 2024** – 604 Page Ave. (Parcel # 6-07520) and 612 Page Ave. (Parcel # 6-07530) Zoning Map Amendment from C-4, General Commercial to R-4, One-Family Residential. Recommendation to City Council approved.

5. Development Reviews

- **April 3, 2024** – 754 Beverly Park Pl. – Conditional Use Permit – Home Occupation/Business. Request approved.
- **May 1, 2024** – 324 E. High St. – Conditional Use Permit – Day Care Center. Request approved
- **May 1, 2024** – 971 N. West Ave. – Conditional Use Permit – Auto Wash Station. Request approved.
- **August 7, 2024** – 625 N. State St. – Conditional Use Permit – Home Occupation/Business. Request postponed due the applicant absence.
- **August 7, 2024** – 1021 S. Milwaukee St. – Conditional Use Permit – Ministry Hub. Request denied based on the following findings:
 - 1. Disruptive to the neighborhood;
 - 2. Negative impact to surrounding properties;
 - 3. Uncharacteristic of surrounding uses and neighborhood.
- **September 4, 2024** – 625 N. State St. – Conditional Use Permit – Home Occupation/Business. Request denied due the applicant absence.

*Most site plans Jackson are reviewed administratively with select reviews done by the Planning Commission, per the zoning ordinance.

6. Actions by Legislative Body (actions taken by the legislative body related to planning commission recommendations.)

- The City Council approved all zoning ordinance text and map amendments, as recommended by Planning Commission.

7. Trainings/Joint Meetings

- There were no joint meetings held in 2024.

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: February 11, 2025

SUBJECT: Reappointment to the Jackson District Library Board of Trustees

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Jacqueline Barber to the Jackson District Library Board of Trustees for a four year term beginning immediately and ending on February 10, 2029.

Pursuant to provisions of Act 24 of the Public Acts of 1989, City/County District Library System resolution adopted August 23, 1977, and the City/County amendment dated January 4, 1993, a seven member voting board is appointed serving four-year terms. Three members appointed by City Council, three members appointed by the County Commission and a seventh member appointed alternately by City and County.

It is my desire, therefore, to reappoint Jacqueline Barber to the Jackson District Library Board of Trustees for a four-year term beginning immediately and ending on February 10, 2029.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, February 3, 2025 9:44 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	Jacqueline
Last Name	Barber
Address	914 S. West Ave.
City	Jackson
State	MI
Zip	49203
Phone Number	5175134069
Email	jbarber651@outlook.com
Last four digits of Social Security Number	
Occupation	Retired
Describe your community involvement.	Member of Lily Missionary Baptist Church, also volunteer my time as the church Administrator Assistant. Current member of the Racial Equity Commission, Lily Missions Center Board member, and Woodland Library Board member.
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? 69 years

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions> Jackson District Library Board of Trustees

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. Yes

Why do you want to serve on your selected board or commission? I spent 43 years in education and know the value of having a public library available, to educate our community as well as providing other services.

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

Jacqueline Barber

Date of Submission

02/03/2025

Email not displaying correctly? [View it in your browser.](#)

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: February 11, 2025
SUBJECT: Appointments to Youth Council

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Jaylah Wilkie and Isabella Perez, each for a term of 2 years, expiring on 5/31/27.

Your consideration and concurrence is appreciated.

DJM:lmm

Application to serve on the City of Jackson Youth Council

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

Name: Jaylah Willie
Address: 901 Rimrock trail
City: Jackson State: Michigan Zip: 49203
Do you reside in the City of Jackson: ☒ If NO, township where you reside: Summit
Phone Number: 517-474-8771 Email Address: Jaylah-nw@icloud.com
Parent/Legal Guardian: Rob Willie
Parent/Legal Guardian Phone Number: 517-990-7222
School Name: Jackson High School Grade: 11 Junior Graduation Year: 2026

Please list all academic, extracurricular activities, or work commitments. Include the time required for each activity every day of the week:

I work at RJ's metropolitan ice cream co. 20 hours (weekly)
I volunteer at parkside (Summer)
I also help with the Jackson black excellence awards (winter)
Health tech at JACC - 3 hours

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

Student Signature: Jaylah Willie Date: 11/14/24
Parent Signature: Rob Willie Date: 11/19/24

Application to serve on the City of Jackson Youth Council

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

Name: Isabella Perez

Address: 128 W Mason

City: Jackson State: Michigan Zip: 49203

Do you reside in the City of Jackson: Yes If NO, township where you reside: _____

Phone Number: 517-867-3093 Email Address: Isabella.Perez11358@gmail.com

Parent/Legal Guardian: Rachel Perez

Parent/Legal Guardian Phone Number: 517-936-8425

School Name: Jackson high Grade: 11th Graduation Year: 2026

Please list all academic, extracurricular activities, or work commitments. Include the time required for each activity every day of the week:

~~work, social, sports, academic, business, community service, volunteer, part-time job, summer job, seasonal work, medical, marketing, performance, independent, travel, family, high school team, online, etc.~~

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

Student Signature: [Signature] Date: 11/14/24

Parent Signature: [Signature] Date: 11/14/24

**CITY OF JACKSON RESOLUTION
TO TERMINATE MERS HEALTH CARE SAVINGS PROGRAM (HCSP)
DIVISION #301289 FOR MEMBERS OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS HIRED AFTER JULY 1, 2016**

AT A MEETING OF THE Governing Body of the CITY OF JACKSON, MICHIGAN, HELD ON December 20, 2024,

RESOLUTION TO TERMINATE MERS HCSP DIVISION #301289 FOR MEMBERS OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS HIRED AFTER JULY 1, 2016

WHEREAS, the Governing Body of the City of Jackson ("Board") have reviewed applicable the MERS HCSP and RHFV Plan Document and pertinent MERS Policies and Procedures, and

WHEREAS, the Board has conducted appropriate due diligence and determined that it is in the best interest of the City of Jackson to terminate Division #301289 of the City's MERS Health Care Savings Program, and

WHEREAS, the Board has designated the IAFF MERP (the "Plan") as the Successor Plan for its Division #301289 of the MERS Health Care Savings Program pursuant to its authority under the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999 (MCL §38.1211 et seq.), and

WHEREAS, the Plan is a retiree-only health reimbursement arrangement, which, pursuant to Internal Revenue Code (IRC) Sections 106 and 213, reimburses medical expenses on a tax-exempt basis for retirees, their spouses, and/or IRC Section 152 dependent(s) (an essential governmental function) and constitutes a governmental trust pursuant to IRC Section 115,

NOW THEREFORE BE IT RESOLVED, by the Board of the City of Jackson, to terminate its Division #301289 in the MERS Health Care Savings Program, and be it further

RESOLVED, Division #301289 of the City's MERS Health Care Savings Program will be closed to any additional contributions as of _____, and be it further

RESOLVED, the Board hereby designates the Plan, which is a governmental trust pursuant to IRC Section 115, as the successor plan to the City's Division #301289 of the MERS Health Care Savings Program and be it further

RESOLVED, the Board hereby authorizes _____ to execute the MERS Health Care Savings Program Division # 301289 Withdrawal and Asset Transfer Agreement on behalf of the City of Jackson and any other documents necessary to facilitate the termination of Division 301289 of the City's MERS Health Care Savings Program, and be it further

RESOLVED, that copies of this resolution shall be provided to MERS and any other necessary parties.

Dated: _____ Governing Body of City of Jackson, MI



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 11, 2025

SUBJECT: Approval of the Proposal for Software and Services for BS&A Cloud Upgrade

Recommendation:

Approval of the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade for \$135,275 for implementation costs and \$148,340 for the first-year subscription costs and authorize the City Manager and Finance Director to sign the appropriate documents.

Attached is a memo from Heather Ehnis regarding a proposal from BS&A to upgrade the existing ERP software and services to their cloud-based platform.

I recommend approval of this proposal. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: February 11, 2025

RECOMMENDATION: Approval of the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade

ISSUE STATEMENT

The ERP system currently utilized by the City is a desktop software platform from BS&A for local government and has been used by the City since approximately 2008. BS&A released a cloud-based software platform in 2021, offering significant technological and security enhancements creating a more advantageous environment.

The cloud-based platform offers several benefits from the desktop version:

- Peace of mind, including ransomware resistance, disaster recovery, and regular, automatic backups.
- Enhanced productivity with less downtime, ability to run heavy processes in the background, and customizable dashboards, workflows, and workspaces.
- Flexibility for easy access from anywhere with an internet connection across multiple devices, access to real-time data from multiple locations, and no need to maintain a physical server for BS&A.

DESCRIBE THE CONSEQUENCES

BS&A no longer sells the desktop version of their software and eventually will no longer offer updates or support for the desktop version, limiting the effectiveness and efficiency of the programs. As such, BS&A recommends updating to the cloud-based platform.

The City currently incurs annual fees of approximately \$61,000 for BS&A services. Transitioning to the cloud-based platform will result in an estimated annual savings of \$7,500 in server upgrades and maintenance for the BS&A data, as well as a reduction of approximately \$30,000 per year in staff time spent updating BS&A applications. Additionally, the implementation of the cloud-based platform will yield further savings through greater efficiencies, although these benefits are not currently quantifiable.

Purchasing has determined this to qualify as a sole source procurement per the Purchasing Manual. The total cost to complete the implementation of the cloud-based system is \$135,275, with first-year subscription fees amounting to \$148,340. This upgrade includes all BS&A modules currently in use, as well as the addition of the fixed assets and human resources modules.

It is worth noting, BS&A has extended an offer to defer the annual 5% increase until the fourth year of the subscription, contingent upon the City returning the completed agreement by February 28, 2024. When compounded in future years, this deferment will result in significant savings to the City.

OWNERSHIP

The IT department was informed of BS&A's upcoming transition to discontinue support for the desktop version of their software, encouraging a shift to the BS&A cloud-based platform. With the new cloud-based system, the City will receive future software versions as part of the annual subscription, ensuring continued access to the latest features and updates. Additionally, the cloud solution offers a more secure infrastructure, boasting a 99.99% uptime guarantee and automatic, geo-redundant backups across two separate regions in the United States.

The City has consistently received outstanding customer service from BS&A, as reflected in the company's impressive 99% customer retention rate. Furthermore, BS&A's software is widely adopted, with 99% of municipalities in Michigan utilizing at least one of their modules.

SOLUTION

After careful evaluation, it has been determined that the most effective and efficient solution is to upgrade the current BS&A desktop software to their cloud-based platform. Given that City staff is already familiar with the existing system, we anticipate a smooth transition to the updated version, despite its new interface and functionality.

FACILITATE IMPLEMENTATION

With the support of the City's IT department, I recommend approval of the BS&A Customer Order Form for Software and Services for BS&A Cloud Upgrade for \$135,275 for implementation costs and \$148,340 for the first-year subscription costs and authorize the City Manager and Finance Director to sign the appropriate documents.

ATTACHMENTS

- 1. Jackson City Jackson - Customer Terms and Conditions 1.29.25_MV

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Jackson, Jackson County MI	Sponsor Contact:
Billing Address: 161 W Michigan Ave Jackson, MI 49201	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”: ☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS] ☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$148,340, payable [annually].
Professional Services (if any): \$135,275	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”); and (v) any Statements of Work (each an “**SOW**”) entered into by the parties, a form of which is attached to this Order; and (vi) the Integrated Payments Addendum.

BS&A SOFTWARE, LLC

CITY OF JACKSON, JACKSON COUNTY MI

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.13 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 “**Usage Limitations**” means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a “**Service Suspension**”). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). After the second renewal period, BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to

the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless

terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in

accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the

Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section ~~2.32-2~~, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET

(Pricing based on proposal dated 12/20/2024)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules - Annual Fee

Financial Management

General Ledger	\$9,890
Accounts Payable	\$8,115
Cash Receipting	\$8,920
Accounts Receivable	\$7,635
Purchase Order	\$7,955
Utility Billing (approximately 14,389 utility accounts)	\$17,270
Cemetery Management (approximately 55,000 plots) – To be implemented when module becomes available	\$5,830

Personnel Management

Payroll	\$13,435
Timesheets	\$6,060

Community Development

Community Development	\$16,025
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Property

Assessing	\$11,820
Tax	\$7,565
Special Assessment	\$4,005

BS&A Online

Fees for BS&A Online subscription services will be charged at the next renewal period

Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online	\$6,935
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Subtotal **\$131,460**

BS&A Online - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

New Purchase - Cloud Modules - Annual Fee

Financial Management

Fixed Assets	\$7,475
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Personnel Management

Human Resources	\$9,405
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Subtotal **\$16,880**

Data Conversions/Database Setup

Data Conversion from Excel to BS&A format:

Fixed Assets (Asset Information)	\$8,150
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Data Conversion from Bamboo to BS&A format:

Human Resources (Employee Position/status history, Positions, License types)	\$11,755
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Subtotal **\$19,905**

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$104,300

New Module Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$2,100

New Module Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,400
Financial Management Modules	Days:	2		\$2,400
Personnel Management Modules	Days:	3		\$3,600
		Total:	7	Subtotal \$8,400

Cost Totals

Upgrade Modules - Annual Fee	\$131,460
New Modules - Annual Fee	\$16,880
Data Conversion/Database Setup	\$19,905
Upgrade Implementation	\$104,300
New Module Project Management and Implementation Planning	\$2,100
New Modules Implementation and Training	\$8,400

Total Proposed	\$283,045
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<i>Travel Expenses</i>	<i>\$570</i>
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Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- | | |
|--------------------------|---|
| 1 st Payment: | \$74,155 to be invoiced upon execution of this agreement. |
| 2 nd Payment: | \$131,460 to be invoiced upon activation of customer's site for upgrade modules. |
| 3 rd Payment: | \$52,150 to be invoiced upon completion of upgrade implementation. |
| 4 th Payment: | \$16,880 to be invoiced upon activation of new modules. |
| 5 th Payment: | \$8,970 to be invoiced upon completion of new module training. |

EXHIBIT C

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the City of Commerce (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder’s obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer’s sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder’s financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer’s Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe

regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("Transactions") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List. Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback

amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

5.1.1 In addition to the indemnification obligations under the Agreement, to the extent allowed by law Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.

5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or noncompliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Name: _____

Title: _____

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent ("**Consent**"), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services ("**Tax Documents**"), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent ("**Consent**") is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

(a) via email at the email address BS&A has on file for you; and/or

(b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retains files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Name: _____

Title: _____

SCHEDULE 1 TO EXHIBIT C – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.25%	\$0.25
Tax	2.25%	\$0.25
Misc.	2.25%	\$0.25

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Payment Type	Accept Payments using this method		
Online with BS&A Online			
Text-to-Pay			
IVR Phone Payments			
Counter with Cash Receipting			

Fee Type	Pass Through to Payor		Absorbed by Municipality	
Credit Card Fees - Online				
Credit Card Fees - Text				
Credit Card Fees - IVR				
Credit Card Fees - Counter				
ACH Fees - Online				
ACH Fees - Text				
ACH Fees - IVR				
ACH Fees - Counter				



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 11, 2025

SUBJECT: Approve the award of the Hupp-Morrell Transmission Main contract

Recommendation:

Approve the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. I recommend approval of the contract award. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 11, 2025

RECOMMENDATION: Approve the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The transmission water main system is composed of sixteen- and twenty-inch diameter arterial water mains that convey water from the water treatment plant to the two elevated water tanks and the neighborhood distribution networks. The City of Jackson's transmission water mains were constructed of cast iron pipe between 1926 and 1954. This critical piece of infrastructure has aged beyond its planned service life.

Due to its advanced age, the transmission water main system is in need of replacement to ensure long term safe and reliable water service. To this end, the City of Jackson was awarded a Congressionally Mandated Projects grant through the 2023 Consolidated Appropriations Act to be administered by the Environmental Protection Agency. Upon receipt of the grant, plans and specifications were developed and a contract was let for transmission main construction along the following route:

- Hupp Avenue from Cooper to Morrell
- Morrell Street from Hupp to Elm

Along the route, impacted water distribution water mains, lead service lines and sanitary sewers will also be replaced and disturbed pavements will be restored.

DESCRIBE THE CONSEQUENCES

The results for sealed bids that were opened on January 28, 2025 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 5,029,000.70	\$ 0.00	100%

Dunigan Brothers, Inc., Jackson, MI	\$ 4,307,011.80	- \$ 721,988.90	85.64%
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This project will be paid for by a combination of funds as follows:

\$ 3,455,609.44	EPA Grant
+ \$ 861,402.36	Water Funds
= \$ 4,307,011.80	Total

OWNERSHIP

The bid's costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

Name	A	B	C	D	E	Total
Dunigan Brothers, Inc., Jackson, MI	25	25	20	12	10	92

SOLUTION

It is recommended that the contract be awarded to Dunigan Brothers, Inc. of Jackson, Michigan as their bid cost is below the Engineer's Estimate and their Responsible Contractor scoring shows them to be competent and capable.

FACILITATE IMPLEMENTATION

Approve the award of the Hupp-Morrell Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$4,307,011.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. 20250128_Hupp-Morrell_Estimate
2. ENG 25-07 HUPP-MORRELL - DUNIGAN BROS

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Hupp-Morrell Water Transmission Main Connector
LOCATION: Hupp Ave between Cooper St and Morrell St; Morrell St from Hupp Ave to Elm Ave
WORK: Installation of approximately 6,000 feet of 16" water transmission main along
Hupp Ave and Morrell St. Installation of approximately 780 feet of 8" water
main along Hupp Ave, north of Morrell St. Installation via open-cut method.

DATE: January 28, 2025
PROJECT #: 20191158.23
ESTIMATOR: BRC
CHECKED BY: MAR

S.P.	Prop	Item Code	Item Description	Qty	Unit	Unit Price	Total Cost
Category 1 - Street/Restoration							
	1	1500001	Mobilization, Max (10%)	1	LSUM	\$ 457,000.00	\$ 457,000.00
	2	2010001	Clearing	0.1	Acre	\$ 25,000.00	\$ 2,500.00
	3	2020002	Tree, Rem, 19 inch to 36 inch	3	Ea	\$ 1,800.00	\$ 5,400.00
	4	2020004	Tree, Rem, 6 inch to 18 inch	15	Ea	\$ 1,100.00	\$ 16,500.00
	5	2020006	Stump, Rem, 19 inch to 36 inch	1	Ea	\$ 750.00	\$ 750.00
	6	2020008	Stump, Rem, 6 inch to 18 inch	1	Ea	\$ 400.00	\$ 400.00
	7	2030011	Dr Structure, Rem	14	Ea	\$ 620.00	\$ 8,680.00
	8	2030015	Sewer, Rem, Less than 24 inch	689	Ft	\$ 36.00	\$ 24,804.00
*	9	2037001	Gas Main, Remove	100	Ft	\$ 27.00	\$ 2,700.00
	10	2040020	Curb and Gutter, Rem	3688	Ft	\$ 13.50	\$ 49,788.00
	11	2040025	Fence, Rem	15	Ft	\$ 9.00	\$ 135.00
	12	2040045	Masonry and Conc Structure, Rem	20	Cyd	\$ 81.00	\$ 1,620.00
	13	2040055	Sidewalk, Rem	486	Syd	\$ 13.50	\$ 6,561.00
	14	2040080	Exploratory Investigation, Vertical	10	Ft	\$ 63.00	\$ 630.00
*	15	2047001	Pavt Sawcut	4007	Ft	\$ 5.00	\$ 20,035.00
*	16	2047011	Driveway, Rem	752	Syd	\$ 14.50	\$ 10,904.00
*	17	2047011	HMA Surface, Rem, Modified	5655	Syd	\$ 7.25	\$ 40,998.75
*	18	2047011	Pavt, Rem, Modified	87	Syd	\$ 13.00	\$ 1,131.00
*	19	2057001	Earth Sawcut	100	Ft	\$ 10.00	\$ 1,000.00
*	20	2057021	Subgrade Undercutting, 1 x 3	200	Cyd	\$ 60.00	\$ 12,000.00
*	21	2057002	Roadway Grading, Special	7	Sta	\$ 4,000.00	\$ 28,000.00
*	22	2057011	Geogrid	500	Syd	\$ 5.00	\$ 2,500.00
	23	2080036	Erosion Control, Silt Fence	1685	Ft	\$ 3.25	\$ 5,476.25
*	24	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	52	Ea	\$ 150.00	\$ 7,800.00
*	25	2087050	Erosion Control, Inlet Protection, Grate Filter, Round	2	Ea	\$ 150.00	\$ 300.00
	26	2090001	Project Cleanup	1	LSUM	\$ 15,000.00	\$ 15,000.00
*	27	3027011	Aggregate Base, 8 inch, 21AA, Modified	6553	Syd	\$ 16.50	\$ 108,124.50
	28	4020033	Sewer, CI A, 12 inch, Tr Det B	20	Ft	\$ 99.00	\$ 1,980.00
	29	4021260	Trench Undercut and Backfill	20	Cyd	\$ 48.00	\$ 960.00
*	30	4027001	Sewer Backfill, Class II	792	Ft	\$ 32.00	\$ 25,344.00
*	31	4027001	Sewer, CI E, 12 inch	772	Ft	\$ 94.00	\$ 72,568.00
*	32	4027050	Sewer Lateral Repair	9	Ea	\$ 830.00	\$ 7,470.00
*	33	4027050	Sewer Bulkhead, 12 inch	7	Ea	\$ 380.00	\$ 2,660.00
	34	4030006	Dr Structure Cover, Adj, Case 2	12	Ea	\$ 700.00	\$ 8,400.00
*	35	4037050	Storm Manhole, 48 inch dia	6	Ea	\$ 3,800.00	\$ 22,800.00
	36	4030280	Dr Structure, Adj, Add Depth	2	Ft	\$ 390.00	\$ 780.00
*	37	4037050	Catch Basin Cover, Curb	11	Ea	\$ 1,100.00	\$ 12,100.00
*	38	4037050	Catch Basin Cover, Drive	4	Ea	\$ 1,100.00	\$ 4,400.00
*	39	4037050	Catch Basin, 48 inch dia	8	Ea	\$ 3,800.00	\$ 30,400.00
*	40	4037050	Dr Structure, Reconstruct	10	Ft	\$ 350.00	\$ 3,500.00
*	41	4037050	Mh Cover, Std	13	Ea	\$ 690.00	\$ 8,970.00
	42	5010025	Hand Patching	62	Ton	\$ 350.00	\$ 21,700.00
	43	5010033	HMA, 13A	1939	Ton	\$ 145.00	\$ 281,155.00
	44	6020015	Conc Base Cse, Nonreinf, 6 inch	132	Syd	\$ 52.00	\$ 6,864.00
	45	6020104	Conc Pavt, Nonreinf, 8 inch	110	Syd	\$ 82.00	\$ 9,020.00
	46	6020200	Joint, Contraction, CP	47	Ft	\$ 19.50	\$ 916.50
	47	6030200	Joint, Contraction, Crg	20	Ft	\$ 15.50	\$ 310.00
	48	8010005	Driveway, Nonreinf Conc, 6 inch	705	Syd	\$ 66.00	\$ 46,530.00
	49	8020002	Curb, Conc, Det E2	20	Ft	\$ 38.50	\$ 770.00
	50	8020038	Curb and Gutter, Conc, Det F4	3659	Ft	\$ 29.50	\$ 107,940.50
	51	8030010	Detectable Warning Surface	35	Ft	\$ 57.00	\$ 1,995.00
	52	8030030	Curb Ramp Opening, Conc	47	Ft	\$ 33.00	\$ 1,551.00
	53	8030044	Sidewalk, Conc, 4 inch	3163	Sft	\$ 7.00	\$ 22,141.00

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Hupp-Morrell Water Transmission Main Connector
LOCATION: Hupp Ave between Cooper St and Morrell St; Morrell St from Hupp Ave to Elm Ave
WORK: Installation of approximately 6,000 feet of 16" water transmission main along
Hupp Ave and Morrell St. Installation of approximately 780 feet of 8" water
main along Hupp Ave, north of Morrell St. Installation via open-cut method.

DATE: January 28, 2025
PROJECT #: 20191158.23
ESTIMATOR: BRC
CHECKED BY: MAR

S.P.	Prop	Item Code	Item Description	Qty	Unit	Unit Price	Total Cost
	54	8030046	Sidewalk, Conc, 6 inch	901	Sft	\$ 8.00	\$ 7,208.00
	55	8032002	Curb Ramp, Conc, 6 inch	422	Sft	\$ 9.25	\$ 3,903.50
	56	8070095	Post, Mailbox	1	Ea	\$ 170.00	\$ 170.00
	57	8080072	Fence, Chain Link, 72 inch, with 3 Strand of Barbed Wire	15	Ft	\$ 35.00	\$ 525.00
	58	8100371	Post, Steel, 3 lb	308	Ft	\$ 10.50	\$ 3,234.00
	59	8100402	Sign, Type III, Erect, Salv	30	Ea	\$ 76.00	\$ 2,280.00
	60	8100403	Sign, Type III, Rem	30	Ea	\$ 29.00	\$ 870.00
	61	8110058	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	1	Ea	\$ 130.00	\$ 130.00
	62	8110231	Pavt Mrkg, Waterborne, 4 inch, White	384	Ft	\$ 0.25	\$ 96.00
	63	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	834	Ft	\$ 0.25	\$ 208.50
	64	8110251	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White	384	Ft	\$ 0.20	\$ 76.80
	65	8110252	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	834	Ft	\$ 0.20	\$ 166.80
	66	8112165	Pavt Mrkg, Ovly Cold Plastic, Bike Thru Arrow Sym	1	Ea	\$ 130.00	\$ 130.00
	67	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	47	Ea	\$ 110.00	\$ 5,170.00
	68	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	47	Ea	\$ 8.25	\$ 387.75
	69	8120170	Minor Traf Devices	1	LSUM	\$ 40,000.00	\$ 40,000.00
	70	8120350	Sign, Type B, Temp, Prismatic, Furn	1529	Sft	\$ 5.00	\$ 7,645.00
	71	8120351	Sign, Type B, Temp, Prismatic, Oper	1529	Sft	\$ 0.65	\$ 993.85
	72	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	345	Sft	\$ 7.50	\$ 2,587.50
	73	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	345	Sft	\$ 0.60	\$ 207.00
	74	8120370	Traf Regulator Control	1	LSUM	\$ 10,000.00	\$ 10,000.00
*	75	8127060	Railroad Inspection and Flagging	15000	Dlr	\$ 1.00	\$ 15,000.00
	76	8150001	Site Peparation, Max \$13,000.00	1	LSUM	\$ 13,000.00	\$ 13,000.00
	77	8150002	Watering and Cultivating, First Season, Min \$3,000.00	1	LSUM	\$ 3,000.00	\$ 3,000.00
	78	8150003	Watering and Cultivating, Second Season, Min \$3,700.00	1	LSUM	\$ 3,700.00	\$ 3,700.00
*	79	8157011	Shredded Mulch	84	Syd	\$ 56.00	\$ 4,704.00
*	80	8157050	Acer rubrum 'Bowhall', 2 1/2 inch	14	Ea	\$ 1,250.00	\$ 17,500.00
*	81	8157050	Pyrus calleryana, 'Cleveland Select', 2 1/2 inch	14	Ea	\$ 1,250.00	\$ 17,500.00
*	82	8167011	Turf Establishment, Performance	5063	Syd	\$ 13.50	\$ 68,350.50
	83	8182363	Wood Pole, Rem	7	Ea	\$ 440.00	\$ 3,080.00
*	84	8237001	Hydrant Extension	8	Ft	\$ 720.00	\$ 5,760.00
*	85	8267030	Water Main Fittings, DI	2910	Lb	\$ 7.00	\$ 20,370.00
Category 5 - Water Mains							
*	86	8237021	Thrust Block, Conc, Poured in Place	4	Cyd	\$ 600.00	\$ 2,400.00
*	87	8237001	Water Main Backfill, Class II	6780	Ft	\$ 37.50	\$ 254,250.00
*	88	8237001	Water Main, 8 inch	62	Ft	\$ 130.00	\$ 8,060.00
*	89	8237001	Water Main, 12 inch	776	Ft	\$ 220.00	\$ 170,720.00
*	90	8237001	Water Main, 16 inch	5981	Ft	\$ 350.00	\$ 2,093,350.00
*	91	8237001	Steel Casing, 30 inch, Jack and Bore	75	Ft	\$ 2,700.00	\$ 202,500.00
*	92	8237001	Water Service Pipe, Cu, 1 inch	100	Ft	\$ 49.50	\$ 4,950.00
*	93	8237050	Bond Restoration	2	Ea	\$ 500.00	\$ 1,000.00
*	94	8237050	Electrical Permit Acquisition and Compliance	2	Ea	\$ 420.00	\$ 840.00
*	95	8237050	Hydrant Assembly, 6-foot Bury	7	Ea	\$ 7,700.00	\$ 53,900.00
*	96	8237050	Plumbing Permit Acquisition and Compliance	2	Ea	\$ 440.00	\$ 880.00
*	97	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	2	Ea	\$ 230.00	\$ 460.00
*	98	8237050	Water Meter	2	Ea	\$ 460.00	\$ 920.00
*	99	8237050	Water Meter Acquisition and Radio Reading Device Coordination	2	Ea	\$ 480.00	\$ 960.00
*	100	8237050	Water Serv, 1 inch	2	Ea	\$ 2,800.00	\$ 5,600.00
*	101	8237050	Water Serv, 2 inch	1	Ea	\$ 4,000.00	\$ 4,000.00
*	102	8237050	Water Serv, Long, 2 inch	1	Ea	\$ 5,000.00	\$ 5,000.00
*	103	8237050	Water Serv, Temp, 1 1/2 inch	1	Ea	\$ 4,000.00	\$ 4,000.00
*	104	8237050	Water Main, Cut and Plug, 6 inch	2	Ea	\$ 800.00	\$ 1,600.00

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Hupp-Morrell Water Transmission Main Connector
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WORK: Installation of approximately 6,000 feet of 16" water transmission main along
Hupp Ave and Morrell St. Installation of approximately 780 feet of 8" water
main along Hupp Ave, north of Morrell St. Installation via open-cut method.

DATE: January 28, 2025
PROJECT #: 20191158.23
ESTIMATOR: BRC
CHECKED BY: MAR

S.P.	Prop	Item Code	Item Description	Qty	Unit	Unit Price	Total Cost
*	105	8237050	Water Main, Cut and Plug, 12 inch	1	Ea	\$ 1,000.00	\$ 1,000.00
*	106	8237050	Gate Valve and Box, 8 inch, Modified	1	Ea	\$ 3,100.00	\$ 3,100.00
*	107	8237050	Gate Valve and Box, 12 inch, Modified	4	Ea	\$ 4,200.00	\$ 16,800.00
*	108	8237050	Gate Valve and Well, 16 inch, Modified	7	Ea	\$ 27,000.00	\$ 189,000.00
*	109	8237050	Air Vent Manhole	1	Ea	\$ 2,500.00	\$ 2,500.00
*	110	8237050	Hydrant Assembly	5	Ea	\$ 7,200.00	\$ 36,000.00
*	111	8237050	Hydrant, Rem, Modified	9	Ea	\$ 590.00	\$ 5,310.00
*	112	8237050	Tapping Valve and Box, 6 inch	1	Ea	\$ 1,500.00	\$ 1,500.00
*	113	8237050	Tapping Sleeve, 8 inch x 6 inch	1	Ea	\$ 2,000.00	\$ 2,000.00
*	114	8237050	Tracer Wire, Grounding Rod	10	Ea	\$ 150.00	\$ 1,500.00
*	115	8237001	Tracer Wire, Modified	13342	Ft	\$ 2.00	\$ 26,684.00
*	116	8237050	Water Main, Connect New 8 inch to Existing 6 inch	2	Ea	\$ 6,000.00	\$ 12,000.00
*	117	8237050	Water Main, Connect New 12 inch to Existing 10 inch	1	Ea	\$ 7,500.00	\$ 7,500.00
*	118	8237050	Water Main, Connect New 12 inch to Existing 12 inch	1	Ea	\$ 8,300.00	\$ 8,300.00
*	119	8237050	Water Main, Connect New 16 inch to Existing 16 inch	2	Ea	\$ 14,000.00	\$ 28,000.00
*	120	8237050	Water Main, Connect New 16 inch to Existing 20 inch	1	Ea	\$ 15,500.00	\$ 15,500.00
*	121	8237050	Water Main, Connect New 16 inch to New 12 inch	1	Ea	\$ 10,000.00	\$ 10,000.00
	122	2050018	Excavation, Rock	200	Cyd	\$ 115.00	\$ 23,000.00
	123	2050031	Non Haz Contaminated Material Handling & Disposal, LM	800	Cyd	\$ 40.00	\$ 32,000.00

Category 1 - Street/Restoration: \$ 1,791,916.70
Category 5 - Water Mains: \$ 3,237,084.00
Total: \$ 5,029,000.70

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
- ☒ NOTARY SIGNATURE – Please make sure that Page P 17 of 32 and Page P 21 of 32 are notarized.
- ☒ SAM.GOV – Contractors must be registered on 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 (UIN): _____ if you have received it. If you have applied for your UIN and have not received it, please indicate the date of application

GU80WHTSWJC4

PROPOSAL

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

Date: 1/27/25

In compliance with your invitation for bids dated **December 20, 2024**, to perform
ENG25-07 Hupp-Morrell Water Transmission Main

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

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of Dunigan Bros., Inc.
organized and existing under the laws of the State of Michigan
with offices at 911 E South St, Jackson, MI 49203
(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within 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.

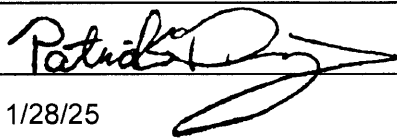
FEDERAL ID# 38-1250817

(Corporate Seal, if applicable)

Name of Bidder: Dunigan Bros., Inc.

Signed By: _____

Its: President 1/28/25



BID SHEET

DATE:

PROPOSAL FOR: ENG25-07 Hupp-Morrell Water Transmission Main

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above-described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.

Date

1

1/10/25

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dunigan Bros., Inc. Response

Pricing unsealed at Jan 28, 2025 10:12 AM

CONTACT INFORMATION

Company
Dunigan Bros., Inc.

Email
patrick@duniganbros.com

Contact
Patrick Dunigan

Address
911 E South St
Jackson, MI 49203

Phone
N/A

Website
www.duniganbros.com

Submission Date
Jan 28, 2025 8:49 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 28, 2025 8:35 AM by Patrick Dunigan

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

☐ Pass ☐ Fail

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

[bid_bond.pdf](#)

[proposal_forms_signed.pdf](#)

[Responsible_contractor_submittal.pdf](#)

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☒ Confirmed

☐ Pass ☐ Fail

PRICE TABLES

Category 1 - Street/Restoration

Line Item	Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	1500001	Mobilization, Max (10%)	1	LSUM	\$260,000.00	\$260,000.00	
2	2010001	Clearing	0.1	Acre	\$12,110.00	\$1,211.00	
3	2020002	Tree, Rem, 19 inch to 36 inch	3	Ea	\$1,820.00	\$5,460.00	
4	2020004	Tree, Rem, 6 inch to 18 inch	15	Ea	\$333.00	\$4,995.00	
5	2020006	Stump, Rem, 19 inch to 36 inch	1	Ea	\$302.50	\$302.50	

6	2020008	Stump, Rem, 6 inch to 18 inch	1	Ea	\$151.50	\$151.50
7	2030011	Dr Structure, Rem	14	Ea	\$392.00	\$5,488.00
8	2030015	Sewer, Rem, Less than 24 inch	689	Ft	\$19.60	\$13,504.40
9	2037001	Gas Main, Remove	100	Ft	\$11.80	\$1,180.00
10	2040020	Curb and Gutter, Rem	3688	Ft	\$7.90	\$29,135.20
11	2040025	Fence, Rem	15	Ft	\$13.70	\$205.50
12	2040045	Masonry and Conc Structure, Rem	20	Cyd	\$98.00	\$1,960.00
13	2040055	Sidewalk, Rem	486	Syd	\$6.50	\$3,159.00
14	2040080	Exploratory Investigation, Vertical	10	Ft	\$98.00	\$980.00
15	2047001	Pavt Sawcut	4007	Ft	\$3.30	\$13,223.10
16	2047011	Driveway, Rem	752	Syd	\$6.50	\$4,888.00
17	2047011	HMA Surface, Rem, Modified	5655	Syd	\$7.90	\$44,674.50
18	2047011	Pavt, Rem, Modified	87	Syd	\$11.80	\$1,026.60
19	2057001	Earth Sawcut	100	Ft	\$13.60	\$1,360.00
20	2057021	Subgrade Undercutting, 1 x 3	200	Cyd	\$101.00	\$20,200.00
21	2057002	Roadway Grading, Special	7	Sta	\$8,500.00	\$59,500.00
22	2057011	Geogrid	500	Syd	\$7.00	\$3,500.00
23	2080036	Erosion Control, Silt Fence	1685	Ft	\$2.40	\$4,044.00
24	2087050	Erosion Control, Inlet Protection, Grate Filter, Rectangular	52	Ea	\$64.50	\$3,354.00
25	2087050	Erosion Control, Inlet Protection, Grate Filter, Round	2	Ea	\$64.50	\$129.00
26	2090001	Project Cleanup	1	LSUM	\$29,410.00	\$29,410.00
27	3027011	Aggregate Base, 8 inch, 21AA, Modified	6553	Syd	\$28.40	\$186,105.20
28	4020033	Sewer, CI A, 12 inch, Tr Det B	20	Ft	\$157.00	\$3,140.00
29	4021260	Trench Undercut and Backfill	20	Cyd	\$83.70	\$1,674.00
30	4027001	Sewer Backfill, Class II	792	Ft	\$1.00	\$792.00
31	4027001	Sewer, CI E, 12 inch	772	Ft	\$141.00	\$108,852.00
32	4027050	Sewer Lateral Repair	9	Ea	\$513.00	\$4,617.00
33	4027050	Sewer Bulkhead, 12 inch	7	Ea	\$392.00	\$2,744.00
34	4030006	Dr Structure Cover, Adj, Case 2	12	Ea	\$716.00	\$8,592.00
35	4037050	Storm Manhole, 48 inch dia	6	Ea	\$4,810.00	\$28,860.00
36	4030280	Dr Structure, Adj, Add Depth	2	Ft	\$302.50	\$605.00

37	4037050	Catch Basin Cover, Curb	11	Ea	\$1,440.00	\$15,840.00
38	4037050	Catch Basin Cover, Drive	4	Ea	\$1,440.00	\$5,760.00
39	4037050	Catch Basin, 48 inch dia	8	Ea	\$4,560.00	\$36,480.00
40	4037050	Dr Structure, Reconstruct	10	Ft	\$629.00	\$6,290.00
41	4037050	Mh Cover, Std	13	Ea	\$1,030.00	\$13,390.00
42	5010025	Hand Patching	62	Ton	\$302.50	\$18,755.00
43	5010033	HMA, 13A	1939	Ton	\$133.00	\$257,887.00
44	6020015	Conc Base Cse, Nonreinf, 6 inch	132	Syd	\$43.60	\$5,755.20
45	6020104	Conc Pavt, Nonreinf, 8 inch	110	Syd	\$67.80	\$7,458.00
46	6020200	Joint, Contraction, CP	47	Ft	\$24.20	\$1,137.40
47	6030200	Joint, Contraction, Crg	20	Ft	\$24.20	\$484.00
48	8010005	Driveway, Nonreinf Conc, 6 inch	705	Syd	\$49.70	\$35,038.50
49	8020002	Curb, Conc, Det E2	20	Ft	\$32.70	\$654.00
50	8020038	Curb and Gutter, Conc, Det F4	3659	Ft	\$30.30	\$110,867.70
51	8030010	Detectable Warning Surface	35	Ft	\$48.40	\$1,694.00
52	8030030	Curb Ramp Opening, Conc	47	Ft	\$32.70	\$1,536.90
53	8030044	Sidewalk, Conc, 4 inch	3163	Sft	\$5.00	\$15,815.00
54	8030046	Sidewalk, Conc, 6 inch	901	Sft	\$5.50	\$4,955.50
55	8032002	Curb Ramp, Conc, 6 inch	422	Sft	\$7.30	\$3,080.60
56	8070095	Post, Mailbox	1	Ea	\$146.50	\$146.50
57	8080072	Fence, Chain Link, 72 inch, with 3 Strand of Barbed Wire	15	Ft	\$181.50	\$2,722.50
58	8100371	Post, Steel, 3 lb	308	Ft	\$10.90	\$3,357.20
59	8100402	Sign, Type III, Erect, Salv	30	Ea	\$60.50	\$1,815.00
60	8100403	Sign, Type III, Rem	30	Ea	\$30.30	\$909.00
61	8110058	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	1	Ea	\$236.00	\$236.00
62	8110231	Pavt Mrkg, Waterborne, 4 inch, White	384	Ft	\$1.50	\$576.00
63	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	834	Ft	\$1.50	\$1,251.00
64	8110251	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White	384	Ft	\$1.30	\$499.20
65	8110252	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	834	Ft	\$1.30	\$1,084.20
66	8112165	Pavt Mrkg, Ovly Cold Plastic, Bike Thru Arrow Sym	1	Ea	\$236.00	\$236.00

67	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	47	Ea	\$72.70	\$3,416.90
68	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	47	Ea	\$6.10	\$286.70
69	8120170	Minor Traf Devices	1	LSUM	\$34,160.00	\$34,160.00
70	8120350	Sign, Type B, Temp, Prismatic, Furn	1529	Sft	\$3.60	\$5,504.40
71	8120351	Sign, Type B, Temp, Prismatic, Oper	1529	Sft	\$1.20	\$1,834.80
72	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	345	Sft	\$8.50	\$2,932.50
73	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	345	Sft	\$1.20	\$414.00
74	8120370	Traf Regulator Control	1	LSUM	\$6,050.00	\$6,050.00
75	8127060	Railroad Inspection and Flagging	15000	Dlr	\$1.00	\$15,000.00
76	8150001	Site Peparation, Max \$13,000.00	1	LSUM	\$13,000.00	\$13,000.00
77	8150002	Watering and Cultivating, First Season, Min \$3,000.00	1	LSUM	\$3,630.00	\$3,630.00
78	8150003	Watering and Cultivating, Second Season, Min \$3,700.00	1	LSUM	\$4,840.00	\$4,840.00
79	8157011	Shredded Mulch	84	Syd	\$15.10	\$1,268.40
80	8157050	Acer rubrum 'Bowhall', 2 1/2 inch	14	Ea	\$920.50	\$12,887.00
81	8157050	Pyrus calleryana, 'Cleveland Select', 2 1/2 inch	14	Ea	\$702.50	\$9,835.00
82	8167011	Turf Establishment, Performance	5063	Syd	\$11.40	\$57,718.20
83	8182363	Wood Pole, Rem	7	Ea	\$294.00	\$2,058.00
84	8237001	Hydrant Extension	8	Ft	\$1,470.00	\$11,760.00
85	8267030	Water Main Fittings, DI	2910	Lb	\$6.10	\$17,751.00
Total						\$1,619,080.80

Category 5 - Water Mains

Line Item	Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
86	8237021	Thrust Block, Conc, Poured in Place	4	Cyd	\$433.00	\$1,732.00	
87	8237001	Water Main Backfill, Class II	6780	Ft	\$1.00	\$6,780.00	
88	8237001	Water Main, 8 inch	62	Ft	\$295.00	\$18,290.00	
89	8237001	Water Main, 12 inch	776	Ft	\$246.00	\$190,896.00	
90	8237001	Water Main, 16 inch	5981	Ft	\$267.00	\$1,596,927.00	
91	8237001	Steel Casing, 30 inch, Jack and Bore	75	Ft	\$3,880.00	\$291,000.00	

92	8237001	Water Service Pipe, Cu, 1 inch	100	Ft	\$60.50	\$6,050.00
93	8237050	Bond Restoration	2	Ea	\$1,350.00	\$2,700.00
94	8237050	Electrical Permit Acquisition and Compliance	2	Ea	\$157.50	\$315.00
95	8237050	Hydrant Assembly, 6-foot Bury	7	Ea	\$12,180.00	\$85,260.00
96	8237050	Plumbing Permit Acquisition and Compliance	2	Ea	\$181.50	\$363.00
97	8237050	Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	2	Ea	\$128.50	\$257.00
98	8237050	Water Meter	2	Ea	\$4,260.00	\$8,520.00
99	8237050	Water Meter Acquisition and Radio Reading Device Coordination	2	Ea	\$103.00	\$206.00
100	8237050	Water Serv, 1 inch	2	Ea	\$3,920.00	\$7,840.00
101	8237050	Water Serv, 2 inch	1	Ea	\$6,800.00	\$6,800.00
102	8237050	Water Serv, Long, 2 inch	1	Ea	\$7,320.00	\$7,320.00
103	8237050	Water Serv, Temp, 1 1/2 inch	1	Ea	\$20,710.00	\$20,710.00
104	8237050	Water Main, Cut and Plug, 6 inch	2	Ea	\$1,730.00	\$3,460.00
105	8237050	Water Main, Cut and Plug, 12 inch	1	Ea	\$2,320.00	\$2,320.00
106	8237050	Gate Valve and Box, 8 inch, Modified	1	Ea	\$2,340.00	\$2,340.00
107	8237050	Gate Valve and Box, 12 inch, Modified	4	Ea	\$4,190.00	\$16,760.00
108	8237050	Gate Valve and Well, 16 inch, Modified	7	Ea	\$22,690.00	\$158,830.00
109	8237050	Air Vent Manhole	1	Ea	\$10,240.00	\$10,240.00
110	8237050	Hydrant Assembly	5	Ea	\$11,930.00	\$59,650.00
111	8237050	Hydrant, Rem, Modified	9	Ea	\$294.00	\$2,646.00
112	8237050	Tapping Valve and Box, 6 inch	1	Ea	\$4,140.00	\$4,140.00
113	8237050	Tapping Sleeve, 8 inch x 6 inch	1	Ea	\$9,740.00	\$9,740.00
114	8237050	Tracer Wire, Grounding Rod	10	Ea	\$96.80	\$968.00
115	8237001	Tracer Wire, Modified	13342	Ft	\$0.50	\$6,671.00
116	8237050	Water Main, Connect New 8 inch to Existing 6 inch	2	Ea	\$5,860.00	\$11,720.00
117	8237050	Water Main, Connect New 12 inch to Existing 10 inch	1	Ea	\$7,170.00	\$7,170.00
118	8237050	Water Main, Connect New 12 inch to Existing 12 inch	1	Ea	\$7,640.00	\$7,640.00
119	8237050	Water Main, Connect New 16 inch to Existing 16 inch	2	Ea	\$14,870.00	\$29,740.00
120	8237050	Water Main, Connect New 16 inch to Existing 20 inch	1	Ea	\$16,530.00	\$16,530.00
121	8237050	Water Main, Connect New 16 inch to New 12 inch	1	Ea	\$13,920.00	\$13,920.00

122	2050018	Excavation, Rock	200	Cyd	\$129.00	\$25,800.00
123	2050031	Non Haz Contaminated Material Handling & Disposal, LM	800	Cyd	\$57.10	\$45,680.00
Total						\$2,687,931.00

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

Possible Change Orders:

None at bid time

Bidder's Name:	Dunigan Bros., Inc.
Address:	911 E South St
City, State, Zip:	Jackson, MI 49203
Telephone:	517-787-4720
Fax:	517-787-3023
Email Address:	patrick@duniganbros.com
Federal ID Number:	38-1250817
Bid Signed By:	Patrick Dunigan Print or Type
Title:	President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By  Its 1/27/25

CONTRACT COMPLIANCE

DATE: December 20, 2024
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 equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

In connection with this commitment Dunigan Bros., Inc. understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 1/27/25

By: Dunigan Bros., Inc.
(Bidder's Name)

By: 
(Signature)

By: President
(Title)

911 E South St
Address

Jackson

City
MI 49203

State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER:

Dunigan Bros., Inc.

ADDRESS:

911 E South St

Jackson, MI 49203

SIGNED BY:



TITLE:

President

DATE:

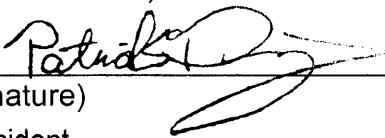
1/27/25

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does 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: 1/27/25

By: Dunigan Bros., Inc.
(Bidder's Name)

By: 
(Signature)

President

By: _____
(Title)

911 E South St
Address

Jackson
City

MI 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Jackson)

Patrick Dunigan

, being first duly sworn, deposed and says that:

1. He is President of, Dunigan Bros., Inc.
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 1/28/25

By: Dunigan Bros., Inc.

(Company)

By: President

(Title)

Subscribed and sworn to before me, a Notary Public, this 28th day of January, 2025.

Megan Patrello

Notary Public, Jackson County,

My commission expires: July 24, 2030

MEGAN PATRELLO
NOTARY PUBLIC, Jackson County, MI
My Commission Expires July 24, 2030

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.

Gi

Give Em A Brake Safety - Traffic Control

T&D Concrete Construction - Concrete

Michigan Paving - HMA Paving

NERC - Restoration

PK Contracting - Pavement Markings

RIGHT TO KNOW CONTRACTOR RELEASE FORM

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

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. 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 1/28/25



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Patrick Dunigan	Company Dunigan Bros., Inc.
Telephone 517-787-4720	Email Address patrick@duniganbros.com

Contract or matter pending with the City:

DWSRF Watermain Phase 2, Pearl Loop Transmission Main

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

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

☐ A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

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

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Patrick Dunigan, Patrick Dunigan II, Drake Dunigan, Dustin Dunigan

Additional information regarding any of the above:

active city contracts

- ☐ None of the above apply.

Dated: 1/28/27

Patrick Dunigan
Signature

Subscribed and sworn to before me, a Notary Public, this 28th day of January, 2025.

Megan Patrello

Notary Public, Jackson County,
My commission expires: July 24, 2030

MEGAN PATRELLO
NOTARY PUBLIC, Jackson County, Mi
My Commission Expires July 24, 2030

**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 non-procurement 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.

Patrick Dunigan, President

Name and Title of Authorized Representative

Dunigan Bros., Inc.

Name of Participant Agency or Firm


Signature of Authorized Representative

1/28/25

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: Dunigan Bros., Inc.
2. Established: Year 1945 Number of Employees 43
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

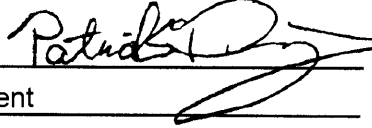
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5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: City of Fort Wayne
Address: _____
Phone: 260-740-1578
Contact: Ron Sheppard
Type of Work: Sanitary sewer and interceptor sewer
Budget: 24,000,000.00

5.2 Company Name: Pittsfield Township
Address: _____
Phone: 734-277-7266
Contact: Mark Pascoe - Stantec
Type of Work: Sanitary Interceptor Sewer and watermain
Budget: 28,000,000

5.3 Company Name: Delta Township
Address: _____
Phone: 517-348-5541
Contact: Andy Heise - Tetra Tech
Type of Work: watermain, sewer, and lift station
Budget: 12,588,626.10

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

Signed  Name Patrick Dunigan
Title President Date 11/26/24



Jackson Hupp-Morrell Transmission Main

DBE Good Faith Effort

911 E South St.
Jackson, MI 49203
517-787-4720 office
517-787-3023 fax

Dunigan Bros., Inc.

To: From: Patrick Dunigan

Fax: Pages: 1

Phone: Date: 01/06/2025

Re: **ENG25-07 Hupp-Morrell Water Transmission Main**
Transmission Water Main Replacement, City of Jackson, Michigan

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

SOLICITATION FOR M/B/WBE QUOTATIONS

Dunigan Bros., Inc. is soliciting quotations from DBE/MBE/WBE contractors for the Jackson Hupp-Morrell Transmission Water Main Replacement project. Project Documents can be obtained from the City of Jacksons website <http://www.cityofjackson.org/rfq> or www.duniganbros.com under the planroom tab. Dunigan Bros., Inc. is not responsible for accuracy of documents or addenda not obtained directly by the project engineer, our planroom is for reference only. Prevailing wages and certified payrolls shall be required in accordance with Project specifications.

Services Needed include: Clearing, Concrete, Electrical, HMA Paving, Pavement Marking, Plumbing, Restoration & Landscape, & Traffic Control.

Quotes are needed no later Friday, January 24th, 2025 at 3 P.M.

Please contact Patrick Dunigan at 517-787-4720 or patrick@duniganbros.com with questions on this project.

Thank You,

Patrick Dunigan



Outlook

Bid Request for Jackson - Hupp Morell Transmission Main

From Travis Derscheid <Travis@duniganbros.com>

Date Mon 1/6/2025 1:28 PM

To Travis Derscheid <Travis@duniganbros.com>

Cc Patrick Dunigan II <Patrick@duniganbros.com>; Cameron Carruthers <CameronC@duniganbros.com>

Bcc lawrencestevenson21@yahoo.com <lawrencestevenson21@yahoo.com>; ncc11205@gmail.com <ncc11205@gmail.com>; cmireles@eminentcontractingllc.com <cmireles@eminentcontractingllc.com>; josh@martinjconcrete.com <josh@martinjconcrete.com>; ricky@tdconcrete.us <ricky@tdconcrete.us>; smarnett@causiecontracting.org <smarnett@causiecontracting.org>; beesasphalt@yahoo.com <beesasphalt@yahoo.com>; linda@epicexcavating.net <linda@epicexcavating.net>; linda@loiskaycontracting.com <linda@loiskaycontracting.com>; isaac@Bwsmech.com <isaac@Bwsmech.com>; pgarcia@dpgcompanies.com <pgarcia@dpgcompanies.com>; linda@loiskaycontracting.com <linda@loiskaycontracting.com>; isaac@Bwsmech.com <isaac@Bwsmech.com>; pgarcia@dpgcompanies.com <pgarcia@dpgcompanies.com>; jgeorge732@aol.com <jgeorge732@aol.com>; johnb@belascoelectric.com <johnb@belascoelectric.com>; jill@hirstelectric.com <jill@hirstelectric.com>; NERC <nerc@plantingpros.com>; dianedukesinc@gmail.com <dianedukesinc@gmail.com>; sjaiyesimi@urbanengineeringsolutions.com <sjaiyesimi@urbanengineeringsolutions.com>

 2 attachments (106 KB)

App. 9_EPA_FORM_6100_2.pdf; DBE Request - Jackson Hupp Morrell Water Transmission Main.pdf;

Good Morning--

We are soliciting bids for the Jackson - Hupp Morrell Transmission Main Project. Please send me a quote if you are interested. Attached is the bid solicitation and EPA form 6100-02. Please fill out form 6100-02 with your quote. If you have any questions or need assistance, please contact me.

Thank you,

Travis Derscheid
PROJECT MANAGER

 (231) 429-2361  travis@duniganbros.com
 911 E South Street, Jackson, Michigan 49203

Dunigan
BROS. INC.
JACKSON, MICH.

www.duniganbros.com

Re: Bid Request for Jackson - Hupp Morell Transmission Main

From Travis Derscheid <Travis@duniganbros.com>

Date Fri 1/17/2025 10:14 AM

To Travis Derscheid <Travis@duniganbros.com>

Cc Patrick Dunigan II <Patrick@duniganbros.com>; Cameron Carruthers <CameronC@duniganbros.com>

Bcc lawrencestevenson21@yahoo.com <lawrencestevenson21@yahoo.com>; ncc11205@gmail.com <ncc11205@gmail.com>; cmireles@eminentcontractingllc.com <cmireles@eminentcontractingllc.com>; josh@martinjconcrete.com <josh@martinjconcrete.com>; ricky@tdconcrete.us <ricky@tdconcrete.us>; smarnett@causiecontracting.org <smarnett@causiecontracting.org>; beesasphalt@yahoo.com <beesasphalt@yahoo.com>; linda@epicexcavating.net <linda@epicexcavating.net>; linda@loiskaycontracting.com <linda@loiskaycontracting.com>; isaac@Bwsmech.com <isaac@Bwsmech.com>; pgarcia@dpgcompanies.com <pgarcia@dpgcompanies.com>; linda@loiskaycontracting.com <linda@loiskaycontracting.com>; isaac@Bwsmech.com <isaac@Bwsmech.com>; pgarcia@dpgcompanies.com <pgarcia@dpgcompanies.com>; jgeorge732@aol.com <jgeorge732@aol.com>; johnb@belascoelectric.com <johnb@belascoelectric.com>; jill@hirstelectric.com <jill@hirstelectric.com>; dianedukesinc@gmail.com <dianedukesinc@gmail.com>; sjaiyesimi@urbanengineeringsolutions.com <sjaiyesimi@urbanengineeringsolutions.com>; jehennessey@hengineers.com <jehennessey@hengineers.com>

 2 attachments (106 KB)

App. 9_EPA_FORM_6100_2.pdf; DBE Request - Jackson Hupp Morrell Water Transmission Main.pdf;

Good Morning--

Just following up. Are you interested in quoting this work? If so, please have a quote to me by January 24th.

Thank you,



From: Travis Derscheid

Sent: Monday, January 6, 2025 1:28 PM

To: Travis Derscheid <Travis@duniganbros.com>

Cc: Patrick Dunigan II <Patrick@duniganbros.com>; Cameron Carruthers <CameronC@duniganbros.com>

Subject: Bid Request for Jackson - Hupp Morell Transmission Main

Good Morning--

We are soliciting bids for the Jackson - Hupp Morrell Transmission Main Project. Please send me a quote if you are interested. Attached is the bid solicitation and EPA form 6100-02. Please fill out form 6100-02 with your quote. If you have any questions or need assistance, please contact me.

Thank you,



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Clearing

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Stevenson Construction Company LLC	Email	1/6/2025	No	Rejected	No Response
Nashville Construction Company	Email	1/6/2025	No	Rejected	No Response
Eminent Contracting, LLC	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up Email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Concrete

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Martin J. Concrete, Inc	Email	1/6/2025	No	Rejected	No Response
T&D Concrete Construction, LLC	Email	1/6/2025	Yes	Accepted	
Causie Contracting, Inc	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up Email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Electrical

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Belasco Electric Co.	Email	1/6/2025	No	Rejected	Not Interested
Hirst Electric Co.	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary): Only two available for work type

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up emails

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): HMA Paving

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Bee's Prep and Asphalt, Inc	Email	1/6/2025	No	Rejected	No Response
Epic Excavating, Inc.	Email	1/6/2025	No	Rejected	Job location too far.
Lois Kay Contracting Company	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up Email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Pavement Marking

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Value Engineering, LLC	Email	1/6/2025	No	Rejected	No Response
Eaton Construction Company, Inc.	Email	1/6/2025	No	Rejected	No Response
LS Engineering, Inc.	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

follow up email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Plumbing

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Ben Washington & Sons Plumbing & Heating, LLC	Email	1/6/2025	No	Rejected	No Response
Detroit Piping Group Mechanical Contractors, Inc	Email	1/6/2025	No	Rejected	No Response
George Properties & Investments, Inc	Email	1/6/2025	No	Rejected	No Response

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up Email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Restoration

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
Natural Environmental Reclamation Concepts, Inc	Email	1/6/2025	Yes	Accepted	
Epic Excavating, Inc.	Email	1/6/2025	No	Rejected	Jobsite too far
Diane Dukes, Inc.	Email	1/6/2025	No	Rejected	Not Interested

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Follow up Email

Please include the completed worksheet and supporting documentation with the bid proposal.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: Dunigan Brothers, Inc

Subcontract Area of Work (one per worksheet): Traffic Control

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why
No Available Subs					

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary): None available for specific work type.

MITA DBE Posting Date (if applicable): _____
(Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Dunigan Bros., Inc.
ADDRESS:	911 E South St
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-787-4720
OFFICERS:	
President: Patrick Dunigan	Email Address: pdunigan@duniganbros.com
Vice President: David Dunigan	Email Address:
Secretary: Patrick Dunigan II	Email Address: patrick@duniganbros.com
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	75
STREET ADDRESS:	911 E South St
CITY, STATE, ZIP CODE:	Jackson, MI 49203
UNDER CURRENT MANAGEMENT SINCE (DATE):	1985

CRITERIA 3:

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

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

LIUNA Laborers training program apprentice/journeymen as well as in house operator, laborer, and management training through a dedicated continuous education program for all employees through BuildWitt Training as well as annual in house training.

CRITERIA 4:

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

All work requiring licensed personal will be completed by a licensed contractor for that scope of work.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

This bid is in compliance with all above requirements

CRITERIA 6 (ATTACHMENT REQUIRED) ✓

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED) ✓

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).



NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.



NONE

CRITERIA 10:

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



NONE

CRITERIA 11:

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

Name:

VTC Insurance Group

Type of Coverage:

Liability, property damage, comp.

Telephone:

248-530-3286

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

☒ Yes, we have a Fitness for Duty Program

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

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Warranty will be provided per the contract requirements

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

All wages will be paid as required by applicable laws as required by the contract documents.

CRITERIA 16:

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

This ordinance will be complied with with our contract and all subcontracts.

CRITERIA 17:

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

Change orders are not foreseen at bid time.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.
See attached key personell listing.

CRITERIA 19 (ATTACHMENT REQUIRED): ✓

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Quality assurance programs are used as required in contract documents. If not specifically required the contractor will work with the onsite engineer and testing agencies to assure the quality of the work is meeting the contract standards.

CRITERIA 21:

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

Work will be continuous unless unforeseen delays are encountered.

CRITERIA 22 (ATTACHMENT REQUIRED): ✓

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

CRITERIA 23:

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

No apprentices to be used.

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

☐ Yes

☒ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☒ Yes

☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

90 percent Jackson county based workforce

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Dunigan Bros., inc is an equal opportunity employer and does not discriminate as required by the above statement.

Dunigan Bros., Inc, Patrick Dunigan

Print Firm Name/Principal

Signature/Principal

11/26/29

Date

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

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

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Criteria 12

Dunigan Bros., Inc. hires locally to project areas and has a staff of travelling laborers, operators, and managers who has been with and have experience at Dunigan Bros., Inc. for up to 40+ years.

Subcontractors are sourced as close to projects as possible, but if a subcontractor not capable of doing timely, quality, or can't handle the complexity of the work more capable subcontractors will be sourced from outside of the work local.

Workers will be on Dunigan Bros., inc's or the subcontractors payroll, no independent contractors will be used in violation of state laws.

Criteria 24

Dunigan Bros., inc.'s EMR has been 0.98 for the 3 previous years.

0.98 - 2023
0.85 - 2024
0.65 - 2025

Criteria 28

"Dunigan Bros., Inc. does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor."



One Towne Square, Suite 1075 Southfield, MI 48076

Kevin VanOtterloo

Underwriting Director

Telephone 616-285-2682

Email

Kevin.VanOtterloo@cna.com

October 7, 2024

To Whom it May Concern:

Re: Dunigan Bros, Inc.
911 E. South St.
Jackson, MI 49203

We are providing this information at the request of Dunigan Bros, Inc. We have been providing surety bonds for Dunigan Bros, Inc. since 1979. We have approved bonds for them covering jobs up to \$40,000,000 and potential work programs of \$115,000,000. We would favorably consider both single jobs and work programs above these amounts.

We continue to be confident in this principal's ability to perform and recommend them for your favorable consideration.

Western Surety Company (NAIC# 13188) is an underwriting company of CNA Surety and is an approved surety on the Department of Treasury's Listing with a current US Treasury Limit of \$146,804,000. Western Surety Company maintains an A (Excellent) AM Best Rating and a financial size of XIV.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

A handwritten signature in cursive script that reads "Kevin Van Otterloo".

Kevin Van Otterloo



JACKSON, MICH.

Key Personnel

Patrick Dunigan

President

40+ Years of Underground Construction Management

Current Commitments: Oversees all day to day operations

Patrick Dunigan II

VP of Operations

Bachelors in Construction Management, Associates in Civil Engineering Tech

7 Years of Underground Construction Experience as an Operator, Laborer, and Foreman,

15 Years as Construction Project Manager and Estimator

2 Years as Vice President of Operations

Current Commitments: management of all current projects

Cameron Carruthers, PE

Civil engineer licensed in Michigan and Indiana

Estimator/Construction Engineer

20 Years of experience as a project designer and project manager including highway, bridge, underground, and roadway design and construction.

Current Commitments: Estimating, Fort Wayne CSO, Delta Township St. Joe WM

Travis Derscheid

Project Manager

BS in Environmental Science

11 Years of environmental and construction project management.

Bol Duot

Controller/Accounting

Masters in Finance, BS in business

15 years of financial management experience

Dustin Dunigan

General Superintendent

18 Years of Underground Construction Experience as an Operator, Laborer, Foreman, and Superintendent

Current Commitments: Fort Wayne CSO, Delta Township

Drake Dunigan

Bachelors in Business Administration

Trenchless Superintendent

15 Years of experience in underground construction as an operator, laborer, foreman, and superintendent.

Current Commitments: All Jack and bore operations, ELMSA Park Lake Rd, Burton Center St Sewer

Kelvin Indish

Foreman

35 Years of Underground Construction Experience as an Operator, Laborer, and Foreman

Current Commitment: Fort Wayne Foster Park CSO

Hunter Freeman

Foreman

8 years of Construction experience as operator and foreman

Current Commitment: ELMSWA 16" Raw Water Main, Burton Center Street Sewer

Andrew Reinker

Foreman

BS in Agricultural Science

6+ years of heavy construction experience including deep excavations and large diameter sewer and water installation

Current Commitment: Delta Township St Joe WM

Thomas Floer

Foreman

30+ years of heavy construction experience in underground and road construction.

Current Commitment: Delta Township St Joe, ELMSWA Park Lake Rd

Kieth Schroeder

Maintenance Foreman

30+ years of heavy equipment and truck maintenance and mechanic management experience.

Marcus Beal

Safety & Maintenance Director

Associates in Civil Engineering Tech

10+ years of construction experience as operations and safety manager

Current Commitments: all company safety and maintenance responsibilities

Schedule A
JOBS IN PROGRESS

Name – City of Fort Wayne – CSO 23, 24, 25 Superior St Consolidation Sewer and Utility Improvements
Engineer – City of Fort Wayne/
Work – 1920 LF of 30”, 36”, 48 & 54” Sanitary Sewers, 2010 LF of 12”-30” Storm Sewers, 2600 LF of 12” to 16” watermain, cast in place CSO structures, Screen/Gate Structures, and roadway reconstruction
Amount \$ 7,489,416.70
% Complete –99%
Start Date: December 2022
Completion Date – Sept. 2024

Name – City of Fort Wayne – Foster Park Relief Sewer – CSO 20
Engineer – City of Fort Wayne/
Work – 3800 LF of 72” FRP Interceptor sewer, 2 cast in place diversion structures, dewatering, excavations up to 37’ deep, and other misc 24” to 48” sanitary sewer connections.
Amount \$ 12,380,169.00
% Complete –80%
Start Date: November 2023
Completion Date – July 2025

Name – City of Fort Wayne – Foster Park Relief Sewer – CSO 005- Indian Village Connection
Engineer – City of Fort Wayne/
Work – 1800 LF of 48” FRP Interceptor sewer, 550 LF of 10”, 12”, 30”, and 36” HDPE sanitary sewer siphons by HDD, 200 LF of 66” FRP interceptor sewer, 3 Siphon head and tail boxes, 1 cast in place diversion structures, dewatering, excavations up to 37’ deep, other misc 12” to 48” sanitary sewer connections, misc storm sewer, and roadway reconstruction.
Amount \$ 10,660,585.40
% Complete –90%
Start Date: December 2023
Completion Date – August 2025

Name – MDOT – US127 Reconstruction I-96 to I-496
Prime Contractor : Toebe Construction
Work – 422 LF of 54” Steel casing by jack and bore, 1135 LF of 36” Steel casing by jack and bore, 536 LF of 42” Steel casing by jack and bore, 94 LF of 42” RCP Direct Jack by hand tunneling
Amount \$ 2,196,890.00
% Complete –80%
Start Date: November 2023
Completion Date – December 2024

Name –ELMSWA – Park Lake Rd 16” Water Main
Engineer – HRC, Lansing, MI
Work – 1030 LF of 8” DI Watermain, 5565 LF of 16” DI Raw Water Main, and associated site restoration.
Amount \$ 2,526,278.20
% Complete –99%
Start Date: July 2024
Completion Date – November 2024

Name –Lenawee NOW, Adrian, MI – M52 Pedestrian Tunnel
Engineer – Prien and Newhoff, Grand Rapids, MI
Work – Arched tunnel installation, mass grading, storm sewer, watermain, cast in place walls, redi rock retaining walls, shared use path paving, landscaping, and trail and tunnel lighting.
Amount \$ 5,728,338.37
% Complete –0%
Start Date: TDB
Completion Date – TBD

Name – DTE Sigma Substation East System
Prime Contractor : Rauhorn Electric
Work – 907 LF of 36” Steel Casing by Auger boring and Guided Pilot tube method.
Amount \$ 727,069.34
% Complete –75%
Start Date: June 2024
Completion Date – October 2024

Name –Delta Township, Lansing, MI– St. Joe Hwy. Watermain and Pathway Improvements Ph 2 & 3
Engineer – Tetra Tech
Work – 12,000 LF of 12” Watermain construction, water services, HDD road Crossings, and 9400 LF of 10’ wide concrete shared use path.
Amount \$ 5,738,535.40
% Complete –70%
Start Date: June 2024
Completion Date – November 2024

Name – City of Fort Wayne – Foster Park Relief Sewer – Wet Weather Forcemains
Work – 3100 LF of 36” PVC Force main at depths up to 28’, 300 Lf of 42” focemain, 1 cast in place outlet/dissipation structure, site clearing, and site restoration.
Amount \$ 3,588,216.70
% Complete –30%
Start Date: August 2024
Completion Date – February 2025
Name – Muskegon, MI – SE Forcemains – Contract 3
Prime Contractor : Kaminga and Roodvoets, Inc.
Work – 100 LF of 48” Steel casing by jack and bore
Amount \$ 97,865.38
% Complete –0
Completion date: Winter 2024/2025

Name – Village of Parma, MI – 2024 Wastewater Improvements
Engineer – Infrastructure Alternatives
Work – Replacement of 2 Steel lift stations with complete new submersible lift stations.
Amount \$ 1,138,309.00
% Complete –0
Completion date: Winter 2024/2025

Name – City of Burton, MI – Center Rd Sewer Improvements
Engineer – Stantec
Work – 1,800 LF of 15” Sanitary sewer and road reconstruction
Amount \$ 1,552,726.30
% Complete –95%
Completion date: November 2024

Name – Genesee County Drain Commissioner – Kearsley Creek Interceptor Phase 1C
Engineer – Wade Trim
Work – 3 – 36” Auger bores, 3-48” Auger Bores, 2160 LF of 30” Sanitary Sewer, 1400 lf of 24” Force Main, and 1 flume.
Amount \$ 3,479,328.70
% Complete –0
Completion date: July 2025

Name – City of Jackson, DWSRF Phase 2
Engineer – HRC
Work – 6,000 Lf of 8” Watermain by open cut and HDD, lead service replacements, roadway construction, and site restoration.
Amount \$ 4,599,515.62
% Complete –0
Completion date: November 2025

Name – Ingham County Drain Commissioner- Raby Drain Maintenance
Engineer – PEA Group
Work – 2-42” Auger bores under Saginaw Hwy, 24” storm inlet and outlets, ditching/cleaning of existing open drain, and site restoration.
Amount \$ 609,379.00
% Complete –0
Completion date: March 31st, 2025

Name – Wyoming, MI – 60” Water Transmission Main
Prime Contractor : Kaminga and Roodvoets, Inc.
Work – 400 Lf of 72” Steel Casing by Tunnel Boring method
Amount \$ 1,017,365.91
% Complete –0
Completion date: summer 2025

Name – Northfield Township – Sanitary Trunk Sewer Improvements
Engineer – Tetra Tech
Work – 4320 LF of 24” Sanitary Sewer, 3680 LF of 18” Sanitary sewer, 240 LF of 42” Auger boring, 105 LF of 36” auger boring, dewatering, clearing, and site restoration.
Amount \$ 5,286,403.89
% Complete –0
Completion date: November 2025

Name – City of Jackson, Pearl Loop Watermain

Engineer – HRC

Work – 16” Watermain, 8” Watermain, 8-24” sanitary Sewer, Storm Sewer, and road repairs

Amount \$ 7,549,605.37

% Complete –0

Completion date: November 2025

Name – Ingham County Drain Commissioner- Montgomery Drain – Howard Relief Sewer

Engineer – Spicer Group

Work – 36” Storm Sewer and road restoration

Amount \$ 798,117.01

% Complete –0

Completion date: April 15th, 2024

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Amount \$ 12,380,169.00
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Completion Date – July 2025

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Engineer – City of Fort Wayne/
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Start Date: December 2023
Completion Date – August 2025

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Completion Date – December 2024

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Engineer – Prien and Newhoff, Grand Rapids, MI
Work – Arched tunnel installation, mass grading, storm sewer, watermain, cast in place walls, redi rock retaining walls, shared use path paving, landscaping, and trail and tunnel lighting.
Amount \$ 5,728,338.37
% Complete –0%
Start Date: TDB
Completion Date – TBD

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Prime Contractor : Rauhorn Electric
Work – 907 LF of 36” Steel Casing by Auger boring and Guided Pilot tube method.
Amount \$ 727,069.34
% Complete –75%
Start Date: June 2024
Completion Date – October 2024

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Engineer – Tetra Tech
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Amount \$ 5,738,535.40
% Complete –70%
Start Date: June 2024
Completion Date – November 2024

Name – City of Fort Wayne – Foster Park Relief Sewer – Wet Weather Forcemains
Work – 3100 LF of 36” PVC Force main at depths up to 28’, 300 Lf of 42” focemain, 1 cast in place outlet/dissipation structure, site clearing, and site restoration.
Amount \$ 3,588,216.70
% Complete –30%
Start Date: August 2024
Completion Date – February 2025
Name – Muskegon, MI – SE Forcemains – Contract 3
Prime Contractor : Kaminga and Roodvoets, Inc.
Work – 100 LF of 48” Steel casing by jack and bore
Amount \$ 97,865.38
% Complete –0
Completion date: Winter 2024/2025

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Engineer – Infrastructure Alternatives
Work – Replacement of 2 Steel lift stations with complete new submersible lift stations.
Amount \$ 1,138,309.00
% Complete –0
Completion date: Winter 2024/2025

Name – City of Burton, MI – Center Rd Sewer Improvements
Engineer – Stantec
Work – 1,800 LF of 15” Sanitary sewer and road reconstruction
Amount \$ 1,552,726.30
% Complete –95%
Completion date: November 2024

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Engineer – Wade Trim
Work – 3 – 36” Auger bores, 3-48” Auger Bores, 2160 LF of 30” Sanitary Sewer, 1400 lf of 24” Force Main, and 1 flume.
Amount \$ 3,479,328.70
% Complete –0
Completion date: July 2025

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Engineer – HRC
Work – 6,000 Lf of 8” Watermain by open cut and HDD, lead service replacements, roadway construction, and site restoration.
Amount \$ 4,599,515.62
% Complete –0
Completion date: November 2025

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Engineer – PEA Group
Work – 2-42” Auger bores under Saginaw Hwy, 24” storm inlet and outlets, ditching/cleaning of existing open drain, and site restoration.
Amount \$ 609,379.00
% Complete –0
Completion date: March 31st, 2025

Name – Wyoming, MI – 60” Water Transmission Main
Prime Contractor : Kaminga and Roodvoets, Inc.
Work – 400 Lf of 72” Steel Casing by Tunnel Boring method
Amount \$ 1,017,365.91
% Complete –0
Completion date: summer 2025

Name – Northfield Township – Sanitary Trunk Sewer Improvements
Engineer – Tetra Tech
Work – 4320 LF of 24” Sanitary Sewer, 3680 LF of 18” Sanitary sewer, 240 LF of 42” Auger boring, 105 LF of 36” auger boring, dewatering, clearing, and site restoration.
Amount \$ 5,286,403.89
% Complete –0
Completion date: November 2025

Name – City of Jackson, Pearl Loop Watermain

Engineer – HRC

Work – 16” Watermain, 8” Watermain, 8-24” sanitary Sewer, Storm Sewer, and road repairs

Amount \$ 7,549,605.37

% Complete –0

Completion date: November 2025

Name – Ingham County Drain Commissioner- Montgomery Drain – Howard Relief Sewer

Engineer – Spicer Group

Work – 36” Storm Sewer and road restoration

Amount \$ 798,117.01

% Complete –0

Completion date: April 15th, 2024

Schedule B
JOBS COMPLETED

Name – MDOT – US-12 Platt to US-23 Washtenaw County
Prime Contractor : Toebe Construction
Work – 70 lf of 24” Steel Casing by auger boring
Amount \$ 69,248.20
Start/Completion – August 2024

Name –Ingham County Drain Commission – Michigan Ave & Homer Relief Sewer, Lansing, MI
Engineer – Spicer Group, Lansing, MI
Work – 60” Storm Sewer, Diversion Chambers, misc Storm connections, sanitary relocation, and road reconstruction.
Amount \$ 2,676,203.50
Start Date: January 2024
Completion Date –June 2024

Name –City of Jackson, MI – MLK Lead Water Service Replacement
Engineer – HRC, Jackson, MI
Work – Replacement of 68 Lead Water Services
Amount \$ 1,134,333.80
Start Date: May 2024
Completion Date – August 2024

Name –Delta Township – Ultium 3 Battery Plant – Ultium Lift Station BP2 & 3
Engineer – OHM
Work – Installation of 32’ Deep triplex lift station, site piping, metering manholes, sampling structures, and tie ins of existing utilities.
Amount \$ 4,450,000.00
Start Date: January 2023
Completion Date – August 2024

Name – Pittsfield Township, MI – US12 Sewer Improvements
Engineer – Stantec, Ann Arbor, MI
Work –15,000 LF of 36” FRP Interceptor Sewer at depths up to 43’, average depth approx. 30’, FRP Manholes, 4100 LF of 8-12” sanitary sewer, misc storm sewer, approx. 350 temp dewatering wells, 2 miles of road construction, ditching, restoration, 710 LF of 54” auger boring (single bores up to 400’ long), and abandonment of 2 existing lift stations.
Amount \$ 28,506,624.61
Start Date: January 2022
Completion: December 2023

Name – City of Jackson, MI – MLK Trail Reconstruction
Engineer – City of Jackson
Work –Shared Us path reconstruction and improvements
Amount \$ 695,000.00
Start Date: August 2023
Completion: November 2023

Name –Delta Township – Ultium 3 Battery Plant – Watermain and FM
Engineer – Tetra Tech/OHM
Work – 25,000 LF of 20” WM, 10” FM, and 12” FM, 140 LF of 36” Auger Boring, HDD, and Site restoration
Amount \$ 8,138,626.10
Start Date: January 2023
Completion Date – November 2023

Name –Montgomery Drain Coolidge Relief Sewer
Engineer – Spicer Group
Work – 2500 Lf of 24” to 48” Storm Sewers, 8’ Diameter control structures, 42” Auger boring, 66” auger boring, and site restoration
Amount \$ 1,815,000.00
Start Date: January 2023
Completion Date – April 2023

Name – City of Jackson, MI – Morrell & Steward Water Main
Engineer – City of Jackson
Work –2400 LF of 8” and 12” watermain installation, 400 LF by HDD, 1 24” Railroad Auger Bore by GEONEX DDH method
Amount \$ 903,000.00
Start Date: April 2021
Completion Date – TBD by Amtrak Railroad permit delays (August 2023)

Name – City of Brighton, Northwest Neighborhood Improvements
Engineer – Tetra Tech
Work – Approximately 3 miles of local neighborhood reconstruction of Watermain, Sewer, Storm Sewer, and Street Construction
Amount \$ 7,114,938.07
Start Date: April 2021
Completion Date – Nov, 15th, 2022

Name – City of Jackson, MI – East Michigan Ave Lead Service Removal
Engineer – City of Jackson
Work –Replacement of 40 Lead Water Services
Amount \$ 898,000
Start Date: Sept. 2022
Completion Date – Dec 1st, 2022

Name – Packard Rd Watermain Improvements
Engineer – Stantec, Ann Arbor, MI
Work –900 LF of 12” C900 Water Mains, water services, CIPP Watermain, and surface restoration
Amount \$ 635,000.00

Start Date: July 2022
Completion – Sept 2022

Name – Ingham County Drain Commission – Montgomery Drain Division 5A
Engineer – Spicer Group
Work –3000 LF of 20” Forcemain, 500 LF of 16” Forcemain, and 6 Metering Stations
Amount \$ 2,371,713.50
Completion Date – May 2022

Name – Village of Brooklyn, MI - M50 Lift Station
Engineer – Ripstra & Scheppelman
Work – Replacement of lift station
Amount \$ 720,000.00
Completion: November 2021

Name – City of Saline, 2021 Street Improvements
Engineer – Fleis & Vandenbrink
Work –Watermain, Sewer, Storm Sewer, and Street Construction
Amount \$ 2,051,000.00
% Complete –95%
Start Date: May 2021
Completion Date – Nov 16th, 2021

Name – US12/M50 Box Culverts, Neering Drain, Lenawee County
Engineer – MDOT Jackson TSC
Work –12x5 and 12x7 box culverts under US12 and M50 in the Neering Drain
Amount \$ 1,996,000.00
% Complete –95%
Start Date: August 2021

Name – City of Lansing, MI – Eastside Connector Non Motorized Path
Engineer – C2AE
Work –Shared use path construction
Amount \$ 522,000.00
Start Date: April 2021
Completion Date – July 31st, 2021
Self perform – 60%

Name – City of Columbia City, Phase II CSO
Engineer – United Consulting Prime Contractor: RE Crosby
Work –1300 LF of 60” Sanitary Sewer (Labor and Installation Only)
Amount \$ 445,000.00
Start Date: Oct 2020
Completion Date – January 2021
Self perform 100%

Name – City of Jackson, Chalet Terrace Reconstruction
Engineer – HRC
Work – Concrete Street Reconstruction
Amount \$ 635,000.00
Start Date: October 2020

Completion Date – Dec 15th, 2020
Self perform 70%

Name – City of Eaton Rapids, State Street Reconstruction
Engineer – C2AE
Work –1800 Lf of Watermain, 70 water services, and street reconstruction
Amount \$ 989,867.50
Start Date: Sept 2020
Completion Date – November 2020
Self perform 70%

Name – Village of Fowlerville, MI – North Street Reconstruction
Engineer – Wolverine Engineers & Surveyors
Work – 700 LF 12” DI Watermain, Storm Sewer ,Sanitary Sewer, and Street Reconstruction
Amount \$ 796,000.00
Start Date: June 3rd, 2020
Completion Date – Sept. 1st, 2020
Self perform 70%

Name – City of Lansing, MI – Siphon #2 Replacement
Engineer – Fishbeck
Work – Reconstruction of a double barrel sewer siphon and new 12” watermain across the grand river via open cut construction.
Amount \$ 2,873,498.30
Start Date: June 22nd 2020
Completion Date – October 2020
Self perform 75%

Name – City of Fort Wayne, IN – Superior Street Utility Improvements
Engineer – DLZ
Work – 820 LF of 36” and 48” Interceptor sewer, 800 lf of 12-16” Watermain, and road reconstruction.
Amount \$ 1,929,913.40
Start Date: April 2020
Completion Date – October 2020
Self perform 75%

Name – West Side Overlay
Engineer – City of Jackson
Work – Profile Milling, ADA Ramp improvements, curb replacement, manhole casting replacements
Amount \$ 1,100,000.00
Completion Date – Nov 2020
Self perform 80%

Name – Jackson County DOT, McDevitt Reconstruction – Contract A
Engineer – F&V
Work – 3700 LF of 12” watermain, Storm Sewer, shared use path construction, and full street reconstruction.
Amount \$ 1,546,000.00

Start Date: April 27th, 2020
Completion Date – Sept. 1st, 2020
Self perform 70%

Name – Emily and Cora Dr Lift Stations – City of Portage, MI
Engineer – Abonmarche
Work – Replacement of 2 lift stations
Amount \$ 1,496,676.00
Start Date – Sept 2019
Completion Date – Spring 2020
Self perform 85%

Name – Alro Steel Potterville Addition
General Contractor – O’Harrow Construction
Work – Sitework, utilities (1500 Lf 12” Watermain, 2500 Lf Storm Sewer), parking lots, and road construction, building/footing excavation and backfill for 160,000 SF addition.
Amount \$ 2,000,000.00
Start Date: April 2019
Completion Date – June 2020
Self perform 100%

Name – Rickett Rd Utility and Street Construction, City of Brighton, MI
Engineer – Tetra Tech
Work – 1000 LF of 8” sanitary sewer and street reconstruction
Amount \$ 979,159.70
Start Date – Sept 2019
Completion Date – June 1st, 2020
Self perform 75%

Name – City of Marshall, MI – Kalamazoo River Watermain
Engineer – Stantec
Work – 1600 LF 12” Watermain Construction including 800 LF HDD Rock bore under Kalamazoo River
Amount \$ 701,000.00
Start Date: November 2018
Completion Date – June 2020
Self Perform 60%

Name – FY19 Watermain Replacement
Engineer – City of East Lansing, MI
Work – 4500 LF of 8” & 12” watermain replacement, water services, and street reconstruction
Amount \$ 1,849,454.00

Completion Date – November 2019
Self perform 75%

Name – City of Fort Wayne, IN Huffman-Putnam Sewer Separation Phase 1 & 1A
Engineer – A&Z Engineering and DLZ Engineering
Work – 1600 LF of 48x76 RCP Elliptical pipe, 200 LF of 72” RCP, 2725 LF of 48” PP pipe, 1000 LF of 12” through 24” RCP, PP, and DI pipe, 2 Cast in Place Structures, Outfall Structure Modifications, road reconstruction, and rain garden construction.
Amount \$4,897,056.40
Completion Date – October 2019
Self Perform 75%

Name – 2019 CDBG Street and Watermain Improvements
Engineer – City of Jackson
Work – Installation of new 12” watermain (1500 LF), 8” sanitary sewer (400 LF), and road reconstruction
Amount \$ 1,211,882.30
Start Date – May 2019
Completion Date – August 2019
Self Perform 75%

Name – AMTRAK – Private Driveway Track Crossing Elimination Project
Engineer – Pathfinder Engineering
Work – Construction of 2 Private driveways to eliminate driveway crossings along high speed railway
Amount \$ 185,000.00
Start Date: December 2018
Completion Date – August 2019
Self Perform 100%

Name – Essex Heights Watermain and Street Improvements
Engineer – City of Jackson, MI
Work – Installation of 5100 LF new 8”-12” watermain, 1500 LF sanitary sewer, and road reconstruction
Amount \$ 2,404,862.90
Completion Date – June 28th, 2019
Self Perform 75%

Name – CR 300 & CR 700 Force Main, Columbia City, IN
Engineer – Donohue & Associates, Indianapolis, IN
Work – 39,000 Lf of 10” C900 Force Main including 3 auger bores and 10,000 LF of HDD

Amount \$ 3,005,841.00

Start Date: January 14th, 2019

Completion Date – June 1st, 2019, pipe was substantially completed and operational by the early incentive date of 4/19/19.

Self Perform 70%

Name – Worth Township Sewage Disposal System Improvements –Contract 3

Engineer – Prien & Newhoff

Work – Installation of approx. 55,000 LF of 8”-12” gravity sewer, 3700 Lf of Force Main, 200 Manholes, and 665 sewer services. Depths up to 27’

Amount \$8,236,000.00

Start Date: November 2017

Completion Date – November 2018

Self perform 90%

Name – Alro Steel Potterville Employee Parking Lot

General Contractor – O’Harrow Construction

Work – Retention pond, storm sewer, mass grading, and parking lot grading.

Amount \$ 315,000.00

Start Date: June 2018

Completion Date – June 2018

Self perform 100%

Name – City of Fort Wayne, IN

Engineer – Commonwealth Engineering

Work – Outfall 61 & 62 Relief Sewer (5000 Lf of 54” HOBAS Interceptor Sewer, 2000 Lf of 36” – 42” HOBAS Interceptor Sewer, 1 Outfall Structure, 1 Cast in place CSO/Outfall Structure, Cast in place retaining walls, road reconstruction) depth up to 32’

Amount \$ 6,853,000.00

Start Date: March 2017

Completion Date – December 2017

Self Perform 75%

Name – 2017 Watermain Improvements Cortland Street and Michigan Ave

Engineer – City of Jackson

Work – Installation of new 8” & 12” Watermain

Amount \$ 427,000.00

Completion Date – October 27th, 2017

Self perform 75%

Name – Jolly Road Rehabilitation

Engineer – ENG Engineering & Surveying / City of Lansing, MI

Work – 2000 LF 12” Watermain installation, sewer repairs, and road reconstruction.

Amount \$ 1,020,627.00

Completion Date – November 2017

Self perform 70%

Name – Pavilion Township, MI
Engineer – Prien & Newhoff
Work – N Ave Sewer Construction (2,600 LF of 18” Gravity Sewer averaging over 20’ in depth, Dewatering, and Road Construction)
Amount \$ 662,000.00
Anticipated Start Date: May 1st, 2017
Completion Date – July 2017
Self Perform 100%

Name – City of Sturgis, MI
Engineer – Fleis & Vandenbrink
Work – South Street Improvements Project (Storm Sewer (up to 60”), Watermain, Street Reconstruction)
Amount \$ 1,077,000.00
Anticipated Start Date: April 24th, 2017
Completion Date – July 2017
Self Perform 70%

Name – Liberty Township Fire Hall
Engineer – RW Mercer Co.
Work – Site Work & Parking Lot construction
Amount \$ 180,000.00
Completion Date – November 2016

Name – City of Jackson, MI
Engineer – City of Jackson Building Department
Work – H4HH Hardest Hit Blight Elimination Contracts K and J (Demolition of 25 Residential Structures)
Amount \$ 474,000.00
Completion Date – January 2017

Name – City of Coldwater, MI
Engineer – Fishbeck, Thompson, Carr & Huber
5913 Executive Drive, Suite 100
Lansing, MI 48911
Work – Northeast Road and Utility Improvements Contract 1 (12,000 LF of 16” Watermain)
Amount \$ 1,291,180.00
Completion Date – November 15th, 2016

Name – City of Coldwater, MI
Engineer – Fishbeck, Thompson, Carr & Huber
5913 Executive Drive, Suite 100
Lansing, MI 48911
Work – Northeast Road and Utility Improvement Contract 3 (5500 Lf 8”-12” Watermain,
16,000 Lf of 18” Force Main, Misc. Storm sewer, and complete road reconstruction)
Amount \$ 5,183,792.20
Completion Date – November 15th, 2016

Name – MDOT
Engineer – MDOT
Jackson TSC
2750 N. Elm Road
Jackson, MI. 49201
Work – West Avenue (M50) Reconstruction (Sewer, Water, and Road Reconstruction)
Amount \$ 2,067,489.80
Completion Date – August 26th, 2016

Name – City of Jackson, Michigan
Engineer – City of Jackson
161 W. Michigan Ave.
Jackson, MI. 49201
Work – Jackson Crossing Lift Station Construction
Amount- \$392,750.00
Completion Date – December 2016

Name – City of Jackson, Michigan
Engineer – City of Jackson
161 W. Michigan Ave.
Jackson, MI. 49201
Work – Michigan Ave. Sidewalk Rehabilitation
Amount- \$1,591,000.00
Completion Date – Spring 2016

Name – City of Tecumseh
Engineer – Tetra Tech
710 Avis Dr., Suite 100
Ann Arbor, MI 48108
Work – Union St Pump Station Reconstruction
Amount- \$239,500.00

Completion Date – March 2016

Name – City of Jackson, MI

Engineer – City of Jackson Building Department

Work – H4HH Hardest Hit Blight Elimination Contract E

Amount \$ 378,950.00

Completion Date – December, 2015

Name – City of St. Louis, MI

Engineer – Fishbeck, Thompson, Carr & Huber, Inc.

1515 Arboretum Drive, SE

Grand Rapids, MI 49546

Work – South Transmission Main – Phase II and Giddings Place- 16” Water Trans. Main

Amount- \$3,405,000

Completion Date – December 2015

Name – City of Jackson, MI

Engineer – City of Jackson

161 W. Michigan Ave.

Jackson, MI. 49201

Work – Michigan Ave. Utility Replacement – 24” Sanitary Sewer, Storm Sewer, Water main, and street reconstruction.

Amount- \$2,983,000

Completion Date – December 2015

Name- Village of Parma

Engineer- Jones & Henry Engineers, Ltd.

Work- Sanitary Sewer Force main and 2 Lift Stations

Amount- \$950,000

Completion Date – September 2015

Name – City of Huntington Indiana

Engineer – Bernardin, Lochmueller & Assoc. Inc.

Work – Frederick St. CSO Interceptor 5200 LF 54”- 48” HOBAS FIBERGLASS PIPE, depths up to 28’ in solid bedrock

Amount - \$5,680,000

Completion Date – Spring 2015

Name- City of Fort Wayne Indiana

Engineer – GAI Consultants

Work – Northwest Feeder Main – 30” & 36” PCCP– Water Transmission Main

Amount - \$2,200,000

Completion Date – May 2015

Name- Residence Inn East Lansing Michigan

GC – RW Mercer Co.

Work – Earthwork and Site Utilities

Amount - \$600,000
Completion Date – August 2015

Name- City of Clare
Engineer- GFA
Work – Earthwork, Site Utilities, and Lift Station Construction at depths up to 30’
Amount - \$2,200,000
Completion Date – July 2015

Name – Whiteford Twp
Engineer – David Arthur Consultants
110 Main Street
Dundee, MI 48131
734-823-5080
Work – Whiteford Twp Sewage Disposal System #2, force mains, gravity sewer, and LS
Amount - \$2,056,000
Completion Date – May 2014

Name – Aqua Indiana Inc.
Engineer – DLZ, Inc.
111 W. Columbia Street
Fort Wayne, IN 46802
260-420-3114
Work – Aboite Force main 23,000’ of 18” Force main
Amount - \$2,688,000
% Complete - 100%
Completion Date - July 2014

Name – Citizens Energy Group, Indianapolis
Engineer – HWC Engineering
151 N. Delaware Street
Indianapolis, IN. 46204
317-347-3663
Work – Thompson/Southeastern Ave. STEP Project, 30,000’ of Gravity Sewer, depths up to 34’
Amount - \$9,350,000
Completion Date – July 2013

Name – City Fort Wayne
Engineer – United Consulting

1625 N. Post Road
Indianapolis, IN 46219
Work – Swift Relief Interceptor, 6,000’ of 30” Sanitary Sewer, depths up to 28’
Amount - \$ 1,814,000
Completion Date – July 2012

Name – MDOT
Engineer – MDOT
Jackson TSC
2750 N. Elm Road
Jackson, MI. 49201
Work – M-50 (West Ave. Jackson) Reconstruction
Amount \$ 1,240,000
Completion Date – August 2012

Name – City of Indianapolis
Engineer – Crawford, Murphy & Tilly, Inc.
Mr. Richard A. Condre
5652 West 73rd Street
Indianapolis, IN 46278
317-298-4500
Work – Five Points/Southeastern Ave STEP Bl-41-0003D 17,000’ of Sanitary Sewer,
depths up to 28’
Amount - \$5,200,000
% Complete – 100%
Completion Date – November 2011

Name – City of Indianapolis
Engineer – Wesler Engineering
Mr. Eric Hailem
6219 South East Street
Indianapolis, IN 46227
317-788-4551
Work – Homecroft STEP Areas A/B Bl-46-001A/B 20,000’ of Sanitary Sewer
Amount - \$ 2,628,800
% Complete – 100%
Completion Date – July 2011

Name – City of Noblesville
Engineer – RW Armstrong
Mr. Andy Scales
Union Station
300 S. Meridian St.
Indianapolis, IN 46225
317-493-3719
Work - 5,000’ of 48” Sanitary/Storm Sewer and Road Reconstruction

Amount – \$ 6,589,000
% Complete – 100%
Completion Date- November 2010

Name – City Coldwater
Engineer/Owner – FTC & H, Inc.
Mr. Paul Viles
5913 Executive Drive
Suite 100
Lansing, MI 48911
517-882-0383

Work – 4000' of 12" Watermain/15" Sanitary Sewer/Road Reconstruction
Amount \$ 1,437,000
Completion Date – October 2009

Name – Village of Northport
Engineer/Owner – Fleis & VanDenBrink Engineering, Inc.
Mr. Jim Schiffer
3491 Hartman Road, Ste B
Traverse City, MI 49684
616-977-1000

Work – 41,000' of Sanitary Sewer Installation
Amount \$ 5,141,000
Completion Date – July 2008

Name – City of Lansing
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road, Ste A
Lansing, MI 48911
517-394-7900

Work – Combined Sewer Separation, including sanitary sewer, watermains, and full street reconstruction
Amount \$ 6,451,000
Completion Date – November 2008

Name – Weesaw Twp.
Engineer/Owner – Merritt Engineering
Mr. Larry Merritt
4568 Red Arrow Hwy.
Stevensville, MI 49127
269-428-4424

Work – 11,000' of Sanitary Sewer
Amount - \$ 998,500
Date Completed – September 2007

Name – City of Watervliet
Engineer/Owner – Wightman & Associates
Mr. Tom Deneau
2303 Pipestone Road
Benton Harbor, MI 49022
269-927-0100

Work – Watermain Installation
Amount \$ 1,630,000
Date Completed – September 2007

Name – City of Lansing CSO 018
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road
Lansing, MI 48911
517-394-7900

Work – CSO construction (Sewer Separation)
Amount \$ 7,432,000
Date Completed - November 2006

Name – City of Lansing Westside Interceptor Manhole Replacement
Engineer/Owner – Tetra Tech, Inc.
Mr. Brad Fraker
1921 E. Miller Road
Lansing, MI 48911

Work – Manhole Replacements
Amount \$ 2,210,000
Date Completed – January 2007

Name – MDOT – Michigan Ave. Grass Lake, MI
Engineer/Owner – Jackson County Road Commission
Mr. Joe Michalsky, P.E.
Elm St.
Jackson, MI 49201
517-788-4230

Work – Road Reconstruction
Amount \$ 501,000
Date Completed – October 2006

Name – Southern Interceptor
Engineer – OMM Engineering

Chris Corner, P.E.
1680 East Paris, S.E.
Grand Rapids, MI 49546
616-957-4350

Owner – Jackson County Drain Commission
Work – 85,000 of sanitary forcemain
Amount \$ 3,371,000
Date Completed – June 2006

Name – CSO 025
Engineer – City of Lansing
Mr. Chad Gamble, P.E.
City Hall
Lansing, MI 48906
517-483-4455

Owner – City of Lansing
Work – Sewer Separation
Amount - \$ 4,420,000
Date Completed – July 2005

Name – Springport Water System Improvements
Engineer – Fleis and Vandenbrink
Mr. Steve Bishop, P.E.
2960 Lucerne Drive
Grand Rapids, MI 49546
616-977-1000

Owner – Village of Springport
137 E. Main St.
Springport, MI 49284
Work – 21,000 of Watermain Replacement
Amount \$ 1,405,000
Date Completed – November 2004

Name – CSO 037
Engineer- City of Lansing
Mr. Chad Gamble, P.E.
City Hall
Lansing, MI 48906
517-483-4455

Owner – City of Lansing
Work- Sewer Separation
Amount \$ 7,350,000
Date Completed – December 2004

Name – N.W. Sanitary Sewer And Watermain
Engineer – Wilcox And Assoc.

Mr. Randy Wilcox, P.E.
8180 Broadnoor Ave. SE
Caledonia, MI 49316
616-891-0800

Owner - Caledonia Township
Work – 95,000’ of Sanitary Sewer and Water
Amount \$ 5,460,000.00
Date Completed – June 2003

Name – City of Lansing Sheridan Road
Engineer – Capital Consultants
Mr. Paul Risberg
725 Prudden St.
Lansing, MI 48911
517-371-1200

Work – Road Reconstruction
Amount - \$ 1,280,000
Date Completed – Nov 2003

Name – Boardman Road
Engineer – Jackson County Road Commission
Mr. John Sanders, P.E.
2400 N. Elm St.
Jackson, MI 49201
517-788-4230

Work – 1.8 miles of road construction
Amount \$ 1,483,000
Date Completed June 2003

Name – Saginaw Road Forcemain
Engineer – City of Midland
Mr. Brain McManus, P.E.
333 W. Ellsworth Ave.
Midland, MI 48640
989-837-3353

Work – 14,000’ of 42”DIP Forcemain with complete road reconstruction
Amount \$ 5,675,000
Date Completed – November 2001



Western Surety Company

BID BOND (Percentage)

Bond Number: N/A

KNOW ALL PERSONS BY THESE PRESENTS, That we Dunigan Bros., Inc.

_____ of
911 E South St, Jackson, MI 49203

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto City of Jackson, MI

of 161 W Michigan Ave, Jackson, MI 49201

hereinafter referred to as the Obligee, in the sum of _____ (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____

ENG 25-07 Hupp-Morrell Transmission Main

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 28th day of January, 2025.

Dunigan Bros., Inc.

(Principal)

By _____

(Seal)

Western Surety Company

(Surety)

By _____

Kathleen G. DeLaney

Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Eric B Walton, Pamela K Bacon, Kathy L Corden, Kathleen G Delaney, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of January, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 11, 2025

SUBJECT: Resolution - MDOT contract for Martin Luther King, Jr. Equality Trail construction

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and trail infill construction between the Elmdale Trail in Ella Sharp Park to the MLK Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of a resolution for an MDOT contract as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: February 11, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and trail infill construction between the Elmdale Trail in Ella Sharp Park to the MLK Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured federal Carbon Reduction Program and Surface Transportation Program grant funds through the Michigan Department of Transportation (MDOT) to reconstruct the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and to extend the Elmdale Trail in Ella Sharp Park from the intersection of South Street and Jackson Street to the Martin Luther King Equality Trail at First Street.

DESCRIBE THE CONSEQUENCES

The Martin Luther King Equality Trail between Martin Luther King, Jr. Drive and Merriman was originally constructed in 1996 as an eight-foot wide asphalt path. In 2012, this section of the trail was repaved to a ten-foot wide trail with 2.5 inches of asphalt. Since then, the trail has deteriorated and there are settlements and cracks throughout this section.

The above referenced grants were secured to reconstruct the trail to meet American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities requirements. The project will reconstruct the existing trail with a 12-foot wide concrete pavement. It will also infill the gap between the Elmdale Trail in Ella Sharp Park and the Martin Luther King Equality Trail.

If the work is not performed on the Martin Luther King Equality Trail, the pavement conditions will continue to deteriorate and the gap between the two trails will not be infilled.

OWNERSHIP

Plans for this work were prepared and sent to MDOT for bidding. The cost participation agreement with contract number 24-5586 for this project has been prepared by MDOT and forwarded to the City for approval.

SOLUTION

For the grant funding to be expended and the trail project to be constructed, the attached resolution to enter into a contract with MDOT must be approved by City Council and the Mayor and Clerk authorized to sign.

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the reconstruction of the Martin Luther King Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and trail infill construction between the Elmdale Trail in Ella Sharp Park to the MLK Equality Trail, and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. 25-12_MLK EQ TRAIL_MLK TO MERRIMAN_MDOT
CONTRACT_216593_RESOLUTION
2. 25-12_MLK EQ TRAIL_MLK TO MERRIMAN_MDOT CONTRACT_216593_24-5586

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the Martin Luther King, Jr. Equality Trail from Martin Luther King, Jr. Drive to Merriman Street is in need of improvements; and

WHEREAS, new trail construction is necessary to fill the gap between the Elmdale Trail in Ella Sharp Park and the Martin Luther King, Jr. Equality Trail; and

WHEREAS, the project has received federal funding for a maximum of \$521,431 of federal Carbon Reduction Program and Surface Transportation Program funds, and

WHEREAS, the cost-participation agreement and contract number 24-5586 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$761,400 with the federal share being \$521,431 and the City share being \$239,969.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the concrete reconstruction of the Martin Luther King, Jr. Equality Trail from Martin Luther King, Jr. Drive to Merriman Street and new trail construction between the Elmdale Trail and the Martin Luther King, Jr. Equality Trail; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 24-5586 with the Michigan Department of Transportation for the concrete reconstruction of the Martin Luther King, Jr. Equality Trail from Martin Luther King, Jr. Drive and Merriman Street new trail construction between the Elmdale Trail and the Martin Luther King, Jr. Equality Trail; and

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

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of February, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 11th day of February, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

STP, CR

DA

Control Section	STUL 38000
Job Number	216593CON
Project	25A0213
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5586

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 22, 2025, attached hereto and made a part hereof:

Concrete shared use path reconstruction along the Martin Luther King Jr. Equality Trail from Martin Luther King Jr. Drive northeasterly to Merriman Street; and along South Street from South Jackson Street to First Street, including hot mix asphalt shared use path removal, concrete sidewalk removal, clearing, earthwork, aggregate base and surface course, drainage, concrete sidewalk, curb, curb and gutter, curb ramps, infrared bollards, pushbuttons, permanent signing, light emitting diode permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM
SURFACE TRANSPORTATION PROGRAM

09/06/90 STPLS.FOR 1/22/25

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

09/06/90 STPLS.FOR 1/22/25

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Small MPO Funds in combination with Federal Surface Transportation Small MPO Flex Funds and Federal Carbon Reduction Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$521,431 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract with Federal Carbon Reduction Funds limited to \$186,946 and used first, then Federal Surface Transportation Small MPO Funds limited to \$267,705 and used second, then Federal Surface Transportation Small MPO Flex Funds used last. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

09/06/90 STPLS.FOR 1/22/25

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the

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REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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January 22, 2025

EXHIBIT I

CONTROL SECTION	STUL 38000
JOB NUMBER	216593CON
PROJECT	25A0213

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$761,400
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$761,400
Less Federal Funds*	<u>\$521,431</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$239,969

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION 2025-__

A RESOLUTION RENAMING NEW LEAF PARK TO GRIFFIN PARK IN HONOR OF MICHAEL GRIFFIN, MARTY GRIFFIN, AND JOHN GRIFFIN

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson recognizes the outstanding contributions of individuals who have dedicated their lives to public service and the betterment of the community; and

WHEREAS, Michael James "Mick" Griffin, Martin J. "Marty" Griffin, and John Griffin, lifelong residents of Jackson, Michigan, have served the city and state with distinction through their extensive careers in public service; and

WHEREAS, Michael Griffin honorably served as a Michigan State Representative for 26 years, representing Jackson County with unwavering dedication, and previously served as a Jackson City Commissioner from 1967 to 1973, demonstrating his commitment to local governance and community development; and

WHEREAS, Michael Griffin's leadership as Chair of the Commerce Committee and his service on the Health Policy and Public Utilities Committees contributed significantly to state legislative progress, and his service in the United States Army from 1953 to 1955 exemplified his dedication to both state and country; and

WHEREAS, Marty Griffin has made significant contributions to the City of Jackson as the longest serving Mayor in city history, in office from 1995 to 2006 and again from 2011 to 2013, focusing on urban revitalization, economic development, and community engagement; and later elected as State Representative for Michigan's 64th District from 2007 to 2010; and

WHEREAS, Marty Griffin's tenure as Jackson's City Treasurer, along with his extensive experience in the Michigan Legislature and U.S. Congress, has been instrumental in shaping policies that benefit the citizens of Jackson; and

WHEREAS, John Griffin served two terms on the Jackson City Commission, and was elected Summit Township Supervisor, dedicating his career to public service and community development through his leadership roles and civic engagement; and

WHEREAS, Michael, Marty and John Griffin have demonstrated lifelong dedication to public service, leadership in governmental affairs, and a commitment to the progress and prosperity of Jackson, Michigan; and

WHEREAS, the City of Jackson desires to recognize and honor their significant contributions by renaming New Leaf Park as Griffin Park, ensuring their legacy is permanently commemorated in the community they so diligently served; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Jackson, Michigan, hereby renames New Leaf Park as **Griffin Park** in honor of Michael Griffin, Marty Griffin and John Griffin for their decades of dedicated public service and lasting impact on the City of Jackson and the State of Michigan.

BE IT FURTHER RESOLVED that appropriate signage and recognition shall be placed within the newly named Griffin Park to honor the contributions and legacies of Michael Griffin, Marty Griffin and John Griffin.

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

I, _____, Mayor 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 _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this ____ day of ____, 2025.

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 11, 2025

SUBJECT: Chris Simpson appointment to Police Chief

Consent to the City Manager's appointment of Chris Simpson as Chief of the Jackson Police Department.