



AGENDA - CITY COUNCIL

Tuesday, October 14, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Third Ward Councilmember Angelita Gunn

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the September 30, 2025, Regular Meeting of the Jackson City Council

B. Youth Council Appointment

Approve the Mayor's recommendation to appoint Georgia Tocco, for a term of 1 year, expiring on 5/31/26.

C. City of Jackson, Michigan Financial Statements for the Two Months Ended August 31, 2025

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. Boos Center Addition

Approve the contract for the Boos Center Addition with the lowest bidder, R.W. Mercer of Jackson, Michigan, for \$697,685.00.

B. Approve the sale of City-owned property to VMG Construction LLC

Approve the sale of up to thirteen (13) residential City-owned lots to VMG Construction LLC, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to draft and execute the appropriate documents necessary to complete the transaction.

C. Phase II of the Racial Equity Audit

Authorize Phase II of the Racial Equity Audit, to be managed by the City's Department of Equity and Inclusion in partnership with CNA Corporation at a firm-fixed price of \$175,000 (all-inclusive of personnel time, travel, and presentation costs) divided across two budget years via DEI allocations: \$87,500 from FY 2025-26 and \$87,500 from FY 2026-27.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



CITY COUNCIL MEETING MINUTES
September 30, 2025

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:32 p.m. by Mayor Daniel J. Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Vice Mayor Freddie Dancy.

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, Chief Equity Officer John Willis, Police Chief Chris Simpson, Fire Chief Tim Gonzales, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Consumers Energy – Customer Programs

Consumers Energy, Energy Assistance Outreach Consultant Audrey N. Dean provided an overview of the various programs offered to customers.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the September 16, 2025, Regular Meeting of the Jackson City Council

Approve the minutes of the September 16, 2025, regular meeting of the Jackson City Council.

B. Halloween/Trick or Treating Resolution

Approve the resolution establishing Halloween hours between 6:00 p.m. and 8:00 p.m. on Friday, October 31, 2025, in the City of Jackson.

C. City of Jackson, Michigan Financial Statements for the One Month Ended July 31, 2025

D. Jackson District Library Board of Trustees - Term Amendment

Approve an amendment to the term of one of the City's appointed Jackson District Library Board current trustees in order to realign the expiration of their term with the rest of the board.

E. Street Resurfacing on Bloomfield Boulevard

Receive the Engineer's Report for street resurfacing on Bloomfield Boulevard from West Avenue to Fourth Street and establish October 28, 2025 at the City Council meeting as the time and place to hold a public hearing of necessity.

F. MABAS Agreement & Resolution

Approval and Signed Resolution of Amended Michigan Mutual Aid Box Alarm System Association Agreement (MABAS)

G. Special Event Application: No Kings Rally

Approve a request from the Jackson County Democratic Committee to host the No Kings Rally on October 18, 2025, in downtown Jackson.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood, to approve the consent calendar. Councilmember Gunn requested that Item A be removed for separate consideration. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood, to approve the minutes of the September 16, 2025, Regular Meeting of the Jackson City Council. *Councilmember Gunn stated that she would be abstaining from the vote as she was not in attendance at the September 16, 2025 Council Meeting. Parliamentarian Wood informed the body that abstention from a vote on the minutes of a meeting was not necessary if the reason for the abstention was the member was not in attendance.* 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 Green provided Council with an update on the efforts being made to encourage development on the East Side of the City.

B. Ordinance No. 2025-03 - Amendment to Section 25.30 Schedule of Parking Fines; Payment; Authority to Void

Recommendation: *Approve the second reading and final adoption of Ordinance No. 2025-03 amending Section 25-30 of the Jackson Code of Ordinances*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood, to approve the second reading/final adoption of Ordinance No. 2025-03. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal

Recommendation: *Approve the fourth one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$95,855 for the fiscal year 2025/26.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood, to approve the fourth one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$95,855 for the fiscal year 2025/26. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Steam Boiler

Recommendation: *Approve the purchase and installation of a new steam boiler in the Wastewater Treatment Plant (WWTP) maintenance garage from Adrian Mechanical Services in the amount of \$147,390.00.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn, to approve the purchase and installation of a new steam boiler in the Wastewater Treatment Plant (WWTP) maintenance garage from Adrian Mechanical Services in the amount of \$147,390.00. 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 offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Forgrave. Mayor Mahoney adjourned the meeting at 7:21 p.m.

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: October 14, 2025
SUBJECT: Appointment to Youth Council

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Georgia Tocco, for a term of 1 year, expiring on 5/31/26.

Your consideration and concurrence is appreciated.

DJM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, August 27, 2024 7:23 PM
To: John Willis; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Youth Council Application

City of Jackson Youth Council Application

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.

First Name	Georgia
Last Name	Tocco
Address	3405 Hathaway Lane
City	Jackson
State	Michigan
Zip	49201
Phone	517-416-0913
Email	tocgeo0916a@stu.jpsk12.org
Parent/Legal Guardian	Jennie O'Brien
Parent/Legal Guardian Phone	517-416-5312
School Name	Jackson High School
Grade	11
Graduation Year	2026
Please list all academic, extra curricular activities, or work commitments. Include the time required for each activity every day of the week.	Marching band - Mondays 6-8 (Fall) Theater tech - Tues-Fri 6-8 (two weeks each trimester) Student government - flexible schedule, meetings Wednesdays 12-1 (year-round) Girl Scouts - flexible schedule (year-round) Track and Field - weekdays 2-5 (year-round)

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.

Digital Signature of
Applicant

Georgia Tocco

*This application can be downloaded and printed from
cityofjackson.org/youthcouncil.*

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



Financial Statements

As of and for the Two Months Ended August 31, 2025
(Unaudited and Prepared on the Adopted Budget-Basis)

EXPENDITURE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR- TO-DATE		
	FY2026	FY2026	FY2026	FY2026	Percent Expended	Variance - Favorable(Unfavorable)
FUND TYPE/FUND NAME						
General Fund						
101 - GENERAL						
101-000 - CITY COUNCIL	\$116,763	116,763	\$10,555	\$24,724	21.17%	\$92,039
103-000 - CHARTER REVIEW COMMITTEE	\$2,500	2,500	—	—	0.00%	\$2,500
172-000 - CITY MANAGER	\$557,670	557,670	\$29,964	\$58,825	10.55%	\$498,845
191-000 - FINANCE	\$718,276	718,276	\$45,758	\$149,611	20.83%	\$568,665
215-000 - CITY CLERK	\$393,599	393,599	\$27,534	\$49,427	12.56%	\$344,172
228-000 - MANAGEMENT INFORMATION SERVICES	\$724,624	724,624	\$23,698	\$41,344	5.71%	\$683,280
233-000 - PURCHASING	\$142,769	142,769	\$12,949	\$52,264	36.61%	\$90,505
253-000 - CITY TREASURER	\$364,513	364,513	\$19,237	\$36,934	10.13%	\$327,579
254-000 - CITY INCOME TAX ADMINISTRATION	\$254,014	254,014	\$14,030	\$25,549	10.06%	\$228,466
257-000 - CITY ASSESSOR	\$577,894	577,894	\$41,234	\$75,791	13.12%	\$502,103
262-000 - CITY CLERK- ELECTIONS	\$262,094	262,094	\$9,005	\$14,657	5.59%	\$247,437
265-000 - CITY HALL AND GROUNDS	\$882,990	882,990	\$39,326	\$83,255	9.43%	\$799,735
266-000 - CITY ATTORNEY	\$916,369	916,369	\$66,704	\$127,888	13.96%	\$788,481
270-000 - PERSONNEL & LABOR RELATIONS	\$671,362	671,362	\$34,212	\$55,696	8.30%	\$615,666
278-000 - UNALLOCATED	\$889,433	889,433	\$48,627	\$94,157	10.59%	\$795,276
299-000 - ADMINISTRATIVE HEARINGS BUREAU	\$246,453	246,453	\$10,785	\$19,298	7.83%	\$227,155
301-000 - POLICE	\$12,847,458	12,847,458	\$842,365	\$1,568,642	12.21%	\$11,278,816
311-225 - OSHP GRANT	\$6,692	6,692	—	—	0.00%	\$6,692
320-000 - CONSORTIUM TRAINING	\$75,000	75,000	—	\$1,090	1.45%	\$73,910
321-000 - IN SERVICE TRAINING	\$20,000	20,000	—	—	0.00%	\$20,000
322-000 - MCOLES TRAINING	\$45,000	45,000	\$5,580	\$8,130	18.07%	\$36,870
340-000 - FIRE SUPPRESSION	\$7,186,364	7,186,364	\$528,551	\$1,003,167	13.96%	\$6,183,197
350-000 - PUBLIC SAFETY- UNALLOCATED	\$1,929,262	1,929,262	\$165,414	\$341,297	17.69%	\$1,587,965
442-000 - FORESTRY	\$922,074	922,074	\$28,710	\$53,473	5.80%	\$868,601

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR- TO-DATE		
	FY2026	FY2026	FY2026	FY2026	Percent Expended	Variance - Favorable(Unfavorable)
444-000 - SIDEWALK CONSTRUCTION	\$160,334	160,334	\$5,676	\$19,514	12.17%	\$140,820
445-000 - DRAINS AT LARGE	\$120,117	120,117	\$3,055	\$4,340	3.61%	\$115,777
450-000 - STREET LIGHTING	\$710,185	710,185	\$45,217	\$49,039	6.91%	\$661,146
455-000 - WEED CONTROL	\$115,052	115,052	\$10,067	\$14,815	12.88%	\$100,238
465-000 - GROUNDS MAINTENANCE	\$479,196	479,196	\$25,080	\$34,085	7.11%	\$445,111
567-000 - CEMETERIES	\$565,819	565,819	\$44,059	\$92,805	16.40%	\$473,014
571-000 - TAX PROPERTY MAINTENANCE	\$193,110	193,110	\$14,724	\$120,257	62.27%	\$72,853
572-000 - CIVIC AFFAIRS	\$164,667	164,667	\$4,481	\$21,563	13.10%	\$143,104
701-000 - PLANNING	\$414,369	414,369	\$17,962	\$31,368	7.57%	\$383,001
728-000 - ECONOMIC DEVELOPMENT	\$175,000	175,000	\$7,625	\$10,893	6.22%	\$164,107
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	\$381,864	381,864	\$51,845	\$74,719	19.57%	\$307,145
758-000 - LT. NIXON MEMORIAL POOL	\$304,200	304,200	\$55,620	\$86,006	28.27%	\$218,194
771-000 - PARKS & FACILITIES MAINTENANCE	\$1,190,799	1,190,799	\$151,424	\$227,807	19.13%	\$962,992
776-000 - CITY CENTER	\$160,020	160,020	\$5,954	\$7,293	4.56%	\$152,727
803-000 - HISTORICAL DISTRICT	\$13,711	13,711	\$1,130	\$1,989	14.50%	\$11,722
806-000 - DIVERSITY, EQUITY & INCLUSION	\$467,190	467,190	\$28,433	\$47,539	10.18%	\$419,651
965-000 - CONTRIBUTIONS TO OTHER FUNDS	\$1,114,222	1,524,222	—	—	0.00%	\$1,524,222
101 - GENERAL TOTAL	\$37,483,028	37,893,028	\$2,476,592	\$4,729,253	12.48%	\$33,163,775
102 - BUDGET STABILIZATION	\$50,000	50,000	—	—	0.00%	\$50,000
GENERAL FUND TOTAL	\$37,533,028	37,943,028	\$2,476,592	\$4,729,253	12.46%	\$33,213,775
Permanent Fund						
151 - CEMETERY PERPETUAL MAINTENANCE	\$25,000	25,000	—	—	0.00%	\$25,000
155 - ELLA W. SHARP ENDOWMENT FUND	\$32,500	32,500	—	—	0.00%	\$32,500
160 - LLOYD E. MOUNT ENDOWMENT	\$5,100	5,100	—	—	0.00%	\$5,100
PERMANENT FUND TOTAL	\$62,600	62,600	—	—	0.00%	\$62,600
Special Revenue Fund						
202 - MAJOR STREET	\$22,399,852	22,399,852	\$888,992	\$1,037,556	4.63%	\$21,362,296
203 - LOCAL STREET	\$1,813,306	1,813,306	\$84,740	\$175,311	9.67%	\$1,637,995
208 - ELLA W. SHARP PARK OPERATING	\$1,206,031	1,206,031	\$144,940	\$266,802	22.12%	\$939,229
213 - OPIOID SETTLEMENT FUND	\$50,000	50,000	—	—	0.00%	\$50,000
218 - AFFORDABLE HOUSING FUND	\$1,840,146	1,840,146	\$95,522	\$143,539	7.80%	\$1,696,607
234 - HCDF MICH GRANT	\$859,000	859,000	—	—	0.00%	\$859,000
245 - PUBLIC IMPROVEMENT	\$2,011,884	2,011,884	—	—	0.00%	\$2,011,884
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	\$293,503	293,503	\$2,078	\$2,148	0.73%	\$291,355
249 - BUILDING DEPARTMENT	\$670,257	670,257	\$50,331	\$85,459	12.75%	\$584,798
251 - HOUSING CODE ENFORCEMENT	\$1,571,885	1,571,885	\$58,307	\$103,991	6.62%	\$1,467,894

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR- TO-DATE		
	FY2026	FY2026	FY2026	FY2026	Percent Expended	Variance - Favorable(Unfavorable)
252 - BUILDING DEMOLITIONS	\$3,170,210	3,170,210	\$489,123	\$489,123	15.43%	\$2,681,087
265 - DRUG LAW ENFORCEMENT	\$36,494	36,494	\$2,195	\$2,865	7.85%	\$33,629
273 - PROJECT SAFE NEIGHBORHOOD	\$126,680	126,680	\$6,252	\$9,687	7.65%	\$116,993
275 - BYRNE/JAG PROGRAMS	\$0	—	\$25,404	\$25,404	—	(\$25,404)
279 - AMERICAN RESCUE PLAN ACT	\$5,000	5,000	—	—	0.00%	\$5,000
280 - HOUSING STABILITY	\$595,000	595,000	—	—	0.00%	\$595,000
285 - EPA BROWNFIELD ASSESSMENT GRANT	\$30,000	30,000	—	—	0.00%	\$30,000
296 - RECREATION ACTIVITY	\$528,763	528,763	\$54,539	\$138,751	26.24%	\$390,012
297 - RECREATION MILLAGE	\$1,111,131	1,111,131	\$84,336	\$127,246	11.45%	\$983,885
SPECIAL REVENUE FUND TOTAL	\$38,319,142	38,319,142	\$1,986,758	\$2,607,882	6.81%	\$35,711,260
Debt Service Fund						
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	\$223,713	223,713	—	—	0.00%	\$223,713
352 - 2017 MTF BONDS D/S FUND	\$761,341	761,341	—	—	0.00%	\$761,341
353 - 2024 MTF BONDS D/S FUND	\$473,000	473,000	—	\$500	0.11%	\$472,500
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	\$786,355	786,355	—	—	0.00%	\$786,355
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	\$146,632	146,632	—	—	0.00%	\$146,632
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	\$1,405,250	1,405,250	—	—	0.00%	\$1,405,250
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	\$1,823,416	1,823,416	—	—	0.00%	\$1,823,416
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	\$38,593	38,593	—	—	0.00%	\$38,593
394 - 2001 DDA TIF DEBT SERVICE	\$3,190,825	3,190,825	—	—	0.00%	\$3,190,825
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	\$205,949	205,949	—	—	0.00%	\$205,949
DEBT SERVICE FUND TOTAL	\$9,055,074	9,055,074	—	\$500	0.01%	\$9,054,574
Capital Projects Fund						
401 - CAPITAL PROJECTS	\$1,700,000	1,700,000	\$43,648	\$94,135	5.54%	\$1,605,865
402 - WATER EQUIPMENT & REPLACEMENT	\$19,641,466	20,051,466	\$3,356,255	\$4,018,429	20.04%	\$16,033,037
403 - LEAD SERVICE LINE REPLACEMENT	\$1,372,110	1,372,110	\$35,101	\$49,111	3.58%	\$1,322,999
404 - DPS SANITARY SEWER MAINTENANCE	\$462,407	462,407	\$33,782	\$61,942	13.40%	\$400,465
405 - SANITARY SEWER REPLACEMENT	\$5,909,958	5,909,958	\$48,855	\$74,641	1.26%	\$5,835,317
406 - WASTEWATER EQUIPMENT REPLACEMENT	\$687,653	687,653	\$4,004	\$8,009	1.16%	\$679,644
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	\$0	—	\$654,512	\$654,512	—	(\$654,512)
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	\$7,071,428	7,071,428	\$61,641	\$61,641	0.87%	\$7,009,787
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	\$2,545,763	2,545,763	\$220,705	\$657,607	25.83%	\$1,888,156
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	\$1,179,518	1,179,518	—	—	0.00%	\$1,179,518

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR- TO-DATE		
	FY2026	FY2026	FY2026	FY2026	Percent Expended	Variance - Favorable(Unfavorable)
488 - MLK CORRIDOR IMP. AUTHORITY FUND	\$1,735,250	1,735,250	\$75,711	\$75,711	4.36%	\$1,659,539
489 - BROWNFIELD REDEVELOPMENT	\$2,339,154	2,339,154	\$15,425	\$16,278	0.70%	\$2,322,876
494 - DDA PROJECT	\$3,396,774	3,396,774	—	—	0.00%	\$3,396,774
CAPITAL PROJECTS FUND TOTAL	\$48,041,481	48,451,481	\$4,549,640	\$5,772,016	11.91%	\$42,679,465
Special Assessment Funds						
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	\$161,788	161,788	—	—	0.00%	\$161,788
895 - SPECIAL ASSESSMENT	\$270,588	270,588	—	—	0.00%	\$270,588
SPECIAL ASSESSMENT FUNDS TOTAL	\$432,376	432,376	—	—	0.00%	\$432,376
Enterprise Fund						
514 - AUTO PARKING SYSTEM	\$280,491	280,491	—	—	0.00%	\$280,491
518 - PARKING ASSESSMENT	\$452,046	452,046	\$18,117	\$26,908	5.95%	\$425,138
519 - COOPER/FRANCIS PARKING DECKS	\$294,502	294,502	\$201	\$378	0.13%	\$294,124
590 - SEWER	\$12,240,694	12,240,694	\$736,587	\$1,298,634	10.61%	\$10,942,060
591 - WATER	\$38,993,869	38,993,869	\$2,303,926	\$4,079,500	10.46%	\$34,914,369
ENTERPRISE FUND TOTAL	\$52,261,602	52,261,602	\$3,058,831	\$5,405,419	10.34%	\$46,856,183
Internal Service Fund						
641 - PUBLIC WORKS ADMINISTRATION	\$902,686	902,686	\$90,145	\$139,079	15.41%	\$763,607
642 - ENGINEERING ADMINISTRATION	\$328,348	328,348	\$11,630	\$28,206	8.59%	\$300,142
643 - LOCAL SITE REMEDIATION REVOLVING	\$20,000	20,000	—	—	0.00%	\$20,000
661 - MOTOR POOL & GARAGE	\$1,867,706	1,867,706	\$70,804	\$125,190	6.70%	\$1,742,516
676 - WORKERS COMPENSATION	\$254,889	254,889	\$12,522	\$28,976	11.37%	\$225,913
677 - SELF-INSURED HEALTHCARE	\$6,449,450	6,449,450	\$411,468	\$858,580	13.31%	\$5,590,870
INTERNAL SERVICE FUND TOTAL	\$9,823,079	9,823,079	\$596,568	\$1,180,031	12.01%	\$8,643,048
Custodial Fund						
703 - COUNTY & SCHOOL TAX	\$34,150,000	34,150,000	—	—	0.00%	\$34,150,000
CUSTODIAL FUND TOTAL	\$34,150,000	34,150,000	—	—	0.00%	\$34,150,000
Pension Trust Fund						
731 - EMPLOYEES RETIREMENT SYSTEM	\$4,300,000	4,300,000	\$364,032	\$835,656	19.43%	\$3,464,344
732 - POLICE & FIRE PENSION	\$421,000	421,000	\$34,561	\$70,438	16.73%	\$350,562
734 - POLICE & FIRE ACT 345	\$6,210,000	6,210,000	\$483,013	\$1,009,856	16.26%	\$5,200,144
736 - PUBLIC EMPLOYEE HEALTH CARE	\$33,000	33,000	—	—	0.00%	\$33,000
PENSION TRUST FUND TOTAL	\$10,964,000	10,964,000	\$881,605	\$1,915,951	17.47%	\$9,048,049
FUND TYPE/FUND NAME TOTAL	\$240,642,382	241,462,382	\$13,549,994	\$21,611,050	8.95%	\$219,851,332

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE	
	FY2026	FY2026	FY2026	FY2026	Percent Collected
FUND TYPE/FUND NAME					
General Fund					
PROPERTY TAXES	\$11,853,075	11,853,075	\$8,469,166	\$9,380,057	79.14%
INCOME TAXES	\$11,100,000	11,100,000	\$199,143	\$2,351,646	21.19%
STATE REVENUE SHARING	\$5,953,956	5,953,956	\$0	\$0	0.00%
LICENSES AND PERMITS	\$342,015	342,015	\$15,563	\$20,709	6.05%
FEDERAL GRANTS	\$207,860	207,860	(\$43,025)	(\$1,939)	(0.93%)
STATE GRANTS	\$191,000	191,000	–	–	0.00%
CONTRIBUTIONS FROM LOCAL UNITS	\$12,500	12,500	\$67	\$113	0.90%
CHARGES FOR GOODS AND SERVICES	\$1,447,377	1,447,377	\$25,104	\$85,254	5.89%
FINES AND FORFEITS	\$384,920	384,920	\$3,294	\$12,540	3.26%
PROCEEDS FROM SALE OF CAPITAL ASSETS	\$30,000	30,000	\$6,930	\$10,362	34.54%
INVESTMENT INCOME	\$660,000	660,000	\$35,855	\$39,652	6.01%
MISCELLANEOUS	\$283,192	283,192	\$65,461	\$76,285	26.94%
CONTRIBUTIONS FROM OTHER FUNDS	\$533,327	533,327	\$1,974	\$1,974	0.37%
GENERAL FUND TOTAL	\$32,999,222	32,999,222	\$8,779,532	\$11,976,653	36.29%
FUND TYPE/FUND NAME TOTAL	\$32,999,222	32,999,222	\$8,779,532	\$11,976,653	36.29%
CONSOLIDATED WITH GENERAL FUND					
102 - BUDGET STABILIZATION	\$50,000	50,000	\$4,196	\$4,196	8.39%
CONSOLIDATED WITH GENERAL FUND TOTAL	\$50,000	50,000	\$4,196	\$4,196	8.39%
ALL OTHER FUNDS					
Permanent Fund					
151 - CEMETERY PERPETUAL MAINTENANCE	\$45,000	45,000	\$57	\$1,770	3.93%
155 - ELLA W. SHARP ENDOWMENT FUND	\$32,500	32,500	–	–	0.00%
160 - LLOYD E. MOUNT ENDOWMENT	\$5,100	5,100	–	–	0.00%
PERMANENT FUND TOTAL	\$82,600	82,600	\$57	\$1,770	2.14%
Special Revenue Fund					
202 - MAJOR STREET	\$21,413,990	21,413,990	\$434,933	\$435,610	2.03%
203 - LOCAL STREET	\$1,224,732	1,224,732	\$122,733	\$122,733	10.02%
208 - ELLA W. SHARP PARK OPERATING	\$1,205,450	1,205,450	\$147,524	\$258,605	21.45%
213 - OPIOID SETTLEMENT FUND	\$0	–	\$68,750	\$68,750	–
218 - AFFORDABLE HOUSING FUND	\$1,840,146	1,840,146	–	–	0.00%
234 - HCDF MICH GRANT	\$859,000	859,000	–	–	0.00%
245 - PUBLIC IMPROVEMENT	\$1,548,167	1,548,167	\$1,072,807	\$1,187,173	76.68%
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	\$2,500	2,500	\$742	\$742	29.69%
249 - BUILDING DEPARTMENT	\$538,500	538,500	\$53,167	\$102,234	18.98%
251 - HOUSING CODE ENFORCEMENT	\$1,231,000	1,231,000	\$70,768	\$124,299	10.10%
252 - BUILDING DEMOLITIONS	\$3,172,500	3,172,500	\$634	\$909	0.03%
265 - DRUG LAW ENFORCEMENT	\$50,000	50,000	\$116	\$116	0.23%
273 - PROJECT SAFE NEIGHBORHOOD	\$126,680	126,680	\$0	\$0	0.00%
279 - AMERICAN RESCUE PLAN ACT	\$5,000	5,000	–	–	0.00%
280 - HOUSING STABILITY	\$595,000	595,000	\$61,994	\$61,994	10.42%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE	
	FY2026	FY2026	FY2026	FY2026	Percent Collected
285 - EPA BROWNFIELD ASSESSMENT GRANT	\$30,000	30,000	\$0	\$0	0.00%
296 - RECREATION ACTIVITY	\$521,500	521,500	\$29,784	\$40,387	7.74%
297 - RECREATION MILLAGE	\$1,220,000	1,220,000	\$1,181	\$1,181	0.10%
SPECIAL REVENUE FUND TOTAL	\$35,584,165	35,584,165	\$2,065,134	\$2,404,734	6.76%
Debt Service Fund					
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	\$223,713	223,713	—	—	0.00%
352 - 2017 MTF BONDS D/S FUND	\$761,341	761,341	—	—	0.00%
353 - 2024 MTF BONDS D/S FUND	\$473,000	473,000	—	\$500	0.11%
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	\$588,000	588,000	\$386,338	\$427,471	72.70%
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	\$146,632	146,632	—	—	0.00%
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	\$1,405,250	1,405,250	—	—	0.00%
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	\$1,823,416	1,823,416	—	—	0.00%
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	\$38,593	38,593	—	—	0.00%
394 - 2001 DDA TIF DEBT SERVICE	\$3,190,825	3,190,825	—	—	0.00%
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	\$205,949	205,949	—	—	0.00%
DEBT SERVICE FUND TOTAL	\$8,856,719	8,856,719	\$386,338	\$427,971	4.83%
Capital Projects Fund					
401 - CAPITAL PROJECTS	\$1,679,020	1,679,020	—	—	0.00%
402 - WATER EQUIPMENT & REPLACEMENT	\$15,162,458	15,572,458	\$1,258,135	\$2,491,156	16.00%
403 - LEAD SERVICE LINE REPLACEMENT	\$2,603,111	2,603,111	\$164,191	\$317,197	12.19%
404 - DPS SANITARY SEWER MAINTENANCE	\$462,407	462,407	\$33,787	\$61,946	13.40%
405 - SANITARY SEWER REPLACEMENT	\$3,844,715	3,844,715	\$322,167	\$632,909	16.46%
406 - WASTEWATER EQUIPMENT REPLACEMENT	\$473,392	473,392	\$35,363	\$64,015	13.52%
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	\$7,071,428	7,071,428	—	—	0.00%
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	\$2,545,763	2,545,763	\$436,902	\$436,902	17.16%
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	\$25,000	25,000	\$5,375	\$5,375	21.50%
488 - MLK CORRIDOR IMP. AUTHORITY FUND	\$1,735,250	1,735,250	—	—	0.00%
489 - BROWNFIELD REDEVELOPMENT	\$1,783,770	1,783,770	\$3,100	\$3,100	0.17%
494 - DDA PROJECT	\$2,225,100	2,225,100	\$16,560	\$16,560	0.74%
CAPITAL PROJECTS FUND TOTAL	\$39,611,414	40,021,414	\$2,275,581	\$4,029,161	10.07%
Special Assessment Funds					
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	\$161,788	161,788	—	—	0.00%
895 - SPECIAL ASSESSMENT	\$851,136	851,136	\$3,507	\$3,509	0.41%
SPECIAL ASSESSMENT FUNDS TOTAL	\$1,012,924	1,012,924	\$3,507	\$3,509	0.35%
Enterprise Fund					
514 - AUTO PARKING SYSTEM	\$134,800	134,800	\$694	\$921	0.68%
518 - PARKING ASSESSMENT	\$515,825	515,825	\$5,498	\$31,491	6.10%
519 - COOPER/FRANCIS PARKING DECKS	\$15,000	15,000	\$1,495	\$1,987	13.25%
590 - SEWER	\$9,219,873	9,219,873	\$867,439	\$1,393,177	15.11%
591 - WATER	\$30,812,898	30,812,898	\$1,565,407	\$3,322,557	10.78%
ENTERPRISE FUND TOTAL	\$40,698,396	40,698,396	\$2,440,533	\$4,750,133	11.67%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE	
	FY2026	FY2026	FY2026	FY2026	Percent Collected
Internal Service Fund					
641 - PUBLIC WORKS ADMINISTRATION	\$819,086	819,086	\$82,501	\$154,988	18.92%
642 - ENGINEERING ADMINISTRATION	\$449,943	449,943	\$26,561	\$48,767	10.84%
643 - LOCAL SITE REMEDIATION REVOLVING	\$82,700	82,700	\$688	\$688	0.83%
661 - MOTOR POOL & GARAGE	\$1,632,771	1,632,771	\$88,523	\$233,231	14.28%
676 - WORKERS COMPENSATION	\$180,000	180,000	\$16,898	\$31,524	17.51%
677 - SELF-INSURED HEALTHCARE	\$7,120,000	7,120,000	\$552,469	\$1,099,837	15.45%
INTERNAL SERVICE FUND TOTAL	\$10,284,500	10,284,500	\$767,639	\$1,569,033	15.26%
Custodial Fund					
703 - COUNTY & SCHOOL TAX	\$34,150,000	34,150,000	—	—	0.00%
CUSTODIAL FUND TOTAL	\$34,150,000	34,150,000	—	—	0.00%
Pension Trust Fund					
731 - EMPLOYEES RETIREMENT SYSTEM	\$6,848,411	6,848,411	\$484,010	\$1,197,875	17.49%
732 - POLICE & FIRE PENSION	\$139,437	139,437	\$73,814	\$100,918	72.38%
734 - POLICE & FIRE ACT 345	\$11,024,140	11,024,140	\$2,137,301	\$3,149,673	28.57%
736 - PUBLIC EMPLOYEE HEALTH CARE	\$222,500	222,500	—	—	0.00%
PENSION TRUST FUND TOTAL	\$18,234,488	18,234,488	\$2,695,125	\$4,448,466	24.40%
ALL OTHER FUNDS TOTAL	\$188,515,206	188,925,206	\$10,633,914	\$17,634,777	9.33%

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: October 14, 2025

SUBJECT: Boos Center Addition

Recommendation:

Approve the contract for the Boos Center Addition with the lowest bidder, R.W. Mercer of Jackson, Michigan, for \$697,685.00.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: October 14, 2025

RECOMMENDATION: Approve the Boos Center addition contract to the lowest bidder, R. W. Mercer of Jackson, Michigan, for \$697,685.00.

ISSUE STATEMENT

This project is the final phase of work for the Boos Recreation Center. This project involves the construction of a new ADA-compliant entrance, an updated kitchen, upgraded facility doors, new lighting, exterior enhancements, office improvements, security upgrades, and the addition of a classroom and meeting spaces.

DESCRIBE THE CONSEQUENCES

During the final phase of construction at the Boos Center, an aging section of the facility was removed due to deteriorating structural elements and safety concerns. This removal provided the opportunity to construct a modern addition located north of the original entrance, designed to improve accessibility, increase program capacity, and create new spaces for recreational and community activities. The expansion ensures the facility can better serve residents with safe, inclusive, and adaptable environments for a variety of public uses.

OWNERSHIP

By completing the project in carefully planned phases, we successfully achieved the goal of transforming the Boos Center into a modern, updated assembly facility that meets current community and programmatic needs.

SOLUTION

The construction project will provide a more welcoming, well-lit, and accessible entrance, along with additional classroom space to help meet the growing demand for programs and meeting areas at the Boos Recreation Center.

FACILITATE IMPLEMENTATION

Approve the contract for the Boos Center Addition with the lowest bidder, R.W. Mercer of Jackson, Michigan, for \$697,685.00.

ATTACHMENTS

1. [R W Mercer CBoos Center Entrance
2. Bid Tab Boos Center
3. Bid Tabulation -Boos Recreation Center Remodel and Addition



[R W MERCER COMPANY] RESPONSE DOCUMENT REPORT

All Services No. 2025-PARKS & RECREATION-066

Boos Center Addition Project

RESPONSE DEADLINE: September 26, 2025 at 10:00 am

Report Generated: Friday, September 26, 2025

R W Mercer Company Response

CONTACT INFORMATION

Company:

R W Mercer Company

Email:

ryan.schonhard@rwmercerc.com

Contact:

Ryan Schonhard

Address:

2322 Brooklyn Rd
JACKSON, MI 49203

Phone:

(517) 787-6947

Website:

N/A

Submission Date:

Sep 26, 2025 8:44 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Confirmations

PROPOSAL CONFIRMATION*

By submitting this application, I, the bidder, hereby propose 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.

Confirmed

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:

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, the bidder understands that they 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 they will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Confirmed

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.

Confirmed

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.

Confirmed

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.

Confirmed

RIGHT TO KNOW CONTRACTOR RELEASE*

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.

Confirmed

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.

I certify

I ACKNOWLEDGE THAT I HAVE REVIEWED THE CONTRACT AND GENERAL CONDITIONS ATTACHMENTS INCLUDED IN THIS PROJECT.
Confirmed

2. Submissions

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Non_Collusion_Affidavit.pdf

SUBCONTRACTORS

Please download the below documents, complete, and upload.

- [Subcontractors.pdf](#)

Subcontractors.pdf

ETHICS DISCLOSURE FORM*

Please download the below documents, complete, and upload.

- [Vendors and Contractors Eth...](#)

Vendors_and_Contractors_Ethics_Disclosure_Form.pdf

REFERENCE QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [REFERENCE QUESTIONNAIRE.docx](#)

REFERENCE_QUESTIONNAIRE_(1).pdf

RESPONSIBLE CONTRACTOR ORDINANCE*

Please download the below documents, complete, and upload.

- [Responsible Contractor Ordi...](#)

BOOS_CENTER_CRITERIA.pdf

ADDITIONAL DOCUMENTS

BID_BOND.pdf

RWM_Qualification_List_-_9.26.2025.pdf

PRICE TABLES

BOOS RECREATION CENTER REMODEL AND ADDITION

Lump sum bid per specifications in the Attachments section (to include all fees, permits, etc.)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum per specifications in Attachments section of bid document (including fees, permits, etc.)	1	LUMP SUM	\$734,701.00	\$734,701.00
TOTAL					\$734,701.00

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)

ss

COUNTY OF JACKSON)

Mike Schilling, being first duly sworn, deposed and says that:

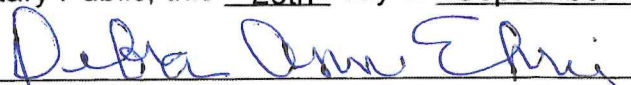
1. He is Vice President of Finance of, R.W. Mercer the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither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

Dated: 9.26.2025

By: 
R.W. Mercer Company
(Company)

By: Vice President of Finance
(Title)

Subscribed and sworn to before me, a Notary Public, this 26th day of September, 2025.



Notary Public, Jackson County, (MI)

My commission expires: 3-14-29

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.

R.W. Mercer to provide list of subcontractor upon award



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Mike Schilling	Company R.W. Mercer Company
Telephone (517) 787 - 2960	Email Address mschilling@rwmercerc.com

Contract or matter pending with the City:

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

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

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.

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, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

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

Name of Candidate: _____

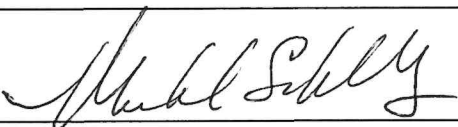
Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

☒ None of the above apply.

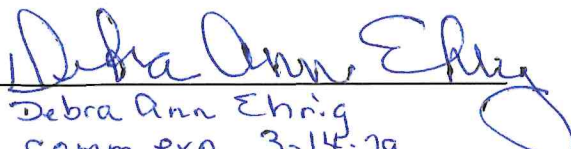
Dated: 9/26/2025



Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 26th day of September, 20 25,
By Michael Schilling.


Debra Ann Ehrig
comm exp. 3-14-29

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: R.W. Mercer Company
 2. Established: Year 1976 Number of Employees 180
 3. Type of organization: Individual ☐ Partnership ☒ Corporation ☐ Other ☐
 4. Former name(s) if any, and year(s) in business
-
-

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

5.1 Company Name: City of Jackson
Address: 161 W Michigan Ave, Jackson, Michigan 49201
Phone: (517) 768-6060
Contact: Brian Taylor
Type of Work: Remodel
Budget: \$3,000,000.00

5.2 Company Name: Jackson County ISD
Address: 1226 S. Wisner, Jackson, Michigan 49201
Phone: (517) 867-5900
Contact: Roger Auwers
Type of Work: Remodel and Addition
Budget: \$10,000,000.00

5.3 Company Name: Jackson Friendly Home
Address: 435 W North Street, Jackson, MI 49203
Phone: (517) 784-1377
Contact: Carrie Good
Type of Work: Addition
Budget: \$450,000.00

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

Signed  Name Ryan Schonhard
Title Project Manager Date 9/26/2025

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:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercerc.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercerc.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercerc.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercerc.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 1 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 3:

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

Residential Contractor's License 2102177902

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

Electrical apprentice program - petroleum construction
Manufacturer training/certification - various
OSHA; CPR/First Aid, etc - yearly 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.

Confirmed

CRITERIA 5:

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

Confirmed

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 2 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

 x NONE

CRITERIA 9:

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

 NONE

Please refer to attached.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 3 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

Criteria #6 – Evidence of Experience

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.



Surety Bonding & Insurance Group
5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobil: 517-256-2597
sigkurowski@msn.com

January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: \$1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of \$15,000,000/ \$25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact



We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

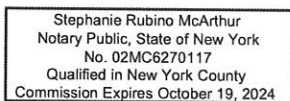


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

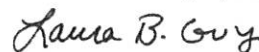


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.



Assistant Secretary

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms Fall protection Fixed and portable ladders Electrical installations (cords)	\$1,500 \$1,500 \$0 \$0	Abated on site Abated on site Corrected during inspection Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	\$0	Corrected during inspection
2018	None				
2019	None				
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder Workers exposed to material hazard of materials being attached to guardrail of Aerial Work Platform	\$1,000 \$0	Corrected during inspection Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual Inspection Not on site	\$0	Zero fee citation; abated

CRITERIA 10:

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

 x NONE

CRITERIA 11:

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

Name: Please refer to attached; insurance renewal in progress.

Walton Insurance Group

Type of Coverage:

General Liability, Auto, Worker's Comp

Telephone:

(517) 787 - 2600

Are you self-insured for Worker's Compensation Insurance? Yes _____ No X

CRITERIA 12 (ATTACHMENT REQUIRED):

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

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 4 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

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

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

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204		CONTACT NAME: Kathy Corden PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com	
INSURED R.W. Mercer Co. 2322 Brooklyn Road PO Box 180 Jackson MI 49204-0180		INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Co NAIC # 21407 INSURER B: Employers Mutual Casualty Company 21415 INSURER C: Safety National Casualty Corp 15105 INSURER D: Crum & Forster Speciality Insurance Co 44520 INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2232324362**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			3X42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	☒ Contractual Liability		MED EXP (Any one person) \$ 10,000				
	☒ X C U Included		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			3E42633	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR			3J42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 6,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 6,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWMMER-C	5/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Contractors Pollution Liab			CPL113232	8/1/2021	8/1/2022	claim limit \$3,000,000
B	Installation Floater			3C42633	8/1/2021	8/1/2022	\$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage Criteria #11	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 Ethan Harris/KCORD <i>Ethan G Harris</i>

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ACORD 25 (2014/01)

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INS025 (201401)

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.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

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.

Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

CRITERIA 16:

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

Acknowledged

CRITERIA 17:

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

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

CRITERIA 18:

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

Please refer to attached.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 6 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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Criteria #18 – Qualifications of Management and Supervisory Personnel

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

CRITERIA 19 (ATTACHMENT REQUIRED): Please see attachment to Criteria 18

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

CRITERIA 20:

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

N/A

CRITERIA 21:

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

Confirmed

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.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

Criteria #22

Below is a *partial* list of general construction/construction management/design/build projects currently under construction and completed (by volume).

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	\$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	\$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	\$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	\$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	\$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	\$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	\$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	\$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	\$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	\$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	\$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	\$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	\$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	\$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	\$4,300,000	08/18

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	\$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	\$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	\$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	\$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	\$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	\$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	\$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	\$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	\$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	\$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	\$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	\$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	\$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	\$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	\$1,500,000	02/10

CRITERIA 23:

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

N/A

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

☐ Yes

☐ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☒ Yes

☐ No

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 8 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company



Criteria #24

May 11, 2022

To whom it may concern:

RE: R.W. Mercer Co.
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

5/1/22-23	.76
5/1/21-22	.73
5/1/20-21	.73

If you have any questions, please let us know.

Sincerely,

Kathy Corden
Account Manager

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 N/A

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.

R.W. Mercer Co. will solicit local participation and utilize bids that meet the project requirements.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

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:

R.W. Mercer Co. will provide equal employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, pregnancy and gender identity, national origin, age, disability, veteran status, height, weight, marital status, familial status, arrest record, genetic information or any other basis prohibited by law. We will ensure that we maintain our commitment to reviewing all aspects of employment, including but not limited to recruitment, hiring, selection, placement, retention, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training, to identify and eliminate barriers to providing all persons equal employment opportunity.

R.W. Mercer Co.; Tracy Saylor, Vice President/General Manager

Print Firm Name/Principal

Signature/Principal

9/26/2025

Date

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 9 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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:

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 10 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME RW MERCER

Price (25%)

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

Submitted Bid:	\$734,701.00
Labor Costs:	\$276,829.00
Materials Costs:	\$437,872.00
Equipment Costs:	\$20,000.00
Possible Change Orders:	Not at this time

Corporate Accountability (25%)

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

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 11 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME **RW MERCER**

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.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 12 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME RW MERCER

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, R.W. Mercer Company, as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company, duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jackson, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid (5 % of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Boos Recreation Center - Construction of New Addition**

Bid Date: September 26, 2025

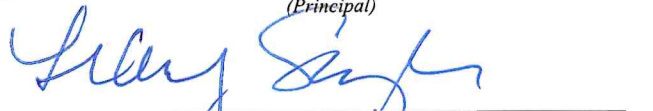
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 26th day of September, A.D. 2025.


(Witness)

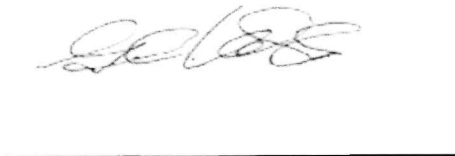
R.W. Mercer Company

(Principal)


Vice President + General Mgr (Title)

Nationwide Mutual Insurance Company

(Surety)


(Witness)





James S. Kurowski

Attorney -in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GAIL A KUROWSKI; JAMES S KUROWSKI;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

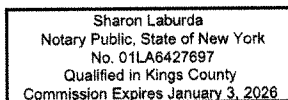


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

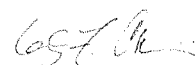


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26th day of September, 2025.


Assistant Secretary



2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180
(517) 787-2960 (phone) / (517) 787-1970 (fax)

BOOS CENTER

RW MERCER QUALIFICATION LIST

1. RW MERCER HAS INCLUDED \$7,000 FOR BUILDING PERMIT & \$15,000 FOR CAMERA/DATA CABLING.
2. RW MERCER HAS INCLUDED PERFORMANCE, LABOR & MATERIAL BONDS, BUT HAS NOT INCLUDED ANY DAVIS BACON WAGES.
3. RW MERCER HAS FIGURED A SITE SUPERINTENDENT WHILE ANY WORK IS BEING PERFORMED BY CONTRACTORS
4. MC CABLE TO BE UTILIZED IN CONCEALED SPACES – EMT TO BE USED ELSEWHERE
5. NO ABATEMENT INCLUDED IN PROPOSAL
6. NO CARD ACCESS OR ELECTRIFIED HARDWARE INCLUDED



American Institute of Architects

AIA Document A310

Bid Bond

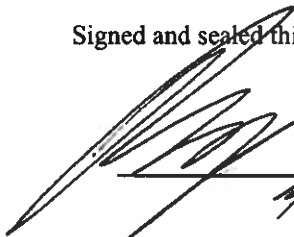
KNOW ALL MEN BY THESE PRESENTS, that we, R.W. Mercer Company, as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company, duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jackson, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid (5 % of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Boos Center Renovation, Phase 3**

Bid Date: February 8, 2024

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

Signed and sealed this 8th day of February, A.D. 2024.


(Witness)

R.W. Mercer Company

(Principal)


Tracy Sayler, VP/GM (Title)


(Witness)

Nationwide Mutual Insurance Company

(Surety)




James S. Kurowski

Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

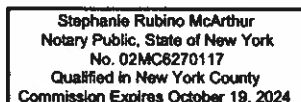


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of February, 2024.



Assistant Secretary



2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180
(517) 787-2960 (phone) / (517) 787-1970 (fax)

BOOS CENTER

RW MERCER QUALIFICATION LIST

1. **RW MERCER HAS INCLUDED \$4,000 FOR BUILDING PERMIT & \$4,000 FOR CAMERA ROUGH IN.**
2. **RW MERCER HAS INCLUDED PERFORMANCE, LABOR & MATERIAL BONDS & RW DAVIS BACON WAGES PER ADDENDUM #5.**
3. **RW MERCER HAS FIGURED A SITE SUPERINTENDENT WHILE ANY WORK IS BEING PERFORMED BY CONTRACTORS ON SITE.**
4. **FLORIM USA 12x24 CERAMIC TILE FIGURED. IRIS BLOCKS 12x24 IS DISCONTINUED**
5. **RW MERCER HAS \$14,100 FOR FIRE ALARM SYSTEM IN BASE BID**
6. **RW MERCER HAS FIGURED ABANDONING WATER LINE UNDER CONCRETE SLAB**
7. **ANY UTILITES OR TAP FEES TO BE PAY BY OWNER**

December 15, 2023

ADDENDUM NO. 1

BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

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

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

Charlie Wolff
Name

10
Years of Experience

END OF ADDENDUM

CHECKLIST FOR BID SUBMITTAL

- ☒ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents
- ☒ PROPOSAL SHEETS – Please fill out and notarize your proposal sheets
- ☒ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

<https://sam.gov/content/entity-registration>

Please provide your sam.gov Unique Identity Number: #46SD6
if you have received it.

PROPOSAL

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

Date: 2/8/2024

In compliance with your invitation for bids dated **December 13, 2023** to perform **BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3**

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

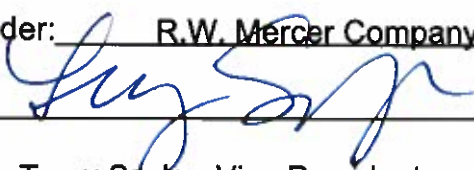
1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of R.W. Mercer Company
organized and existing under the laws of the State of Michigan
with offices at 2322 Brooklyn Road, Jackson, MI 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 - 2120488

(Corporate Seal, if applicable)

Name of Bidder: R.W. Mercer Company

Signed By: 

Its: Tracy Saylor, Vice President

BID SHEET

DATE:

PROPOSAL FOR: BOOS RECREATION CENTER BUILDING REMODEL - PHASE 3

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.

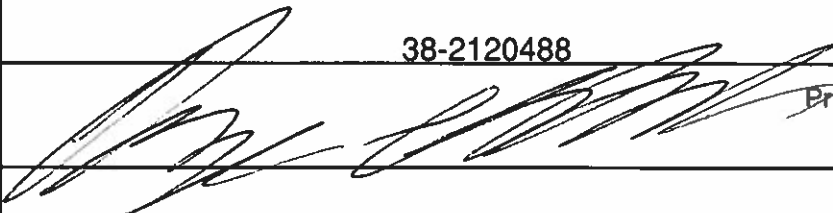
The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental 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):

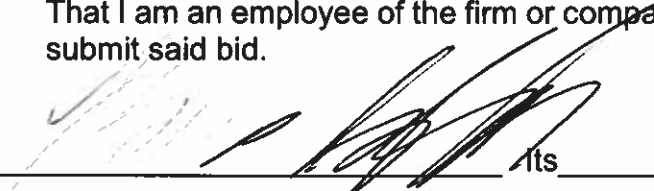
Addendum No.	Date
<u>#1 & #2</u>	<u>12/15/23 & 1/5/2024</u>
<u>#3 & #4</u>	<u>1/24/23 & 1/31/2024</u>
<u>#5</u>	<u>2/6/2024</u>

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

DESCRIPTION	LUMP SUM BID
Lump sum bid for Boos Recreation Center Building Remodel – Phase 3 per the specifications	\$497,893.00
LUMP BID WRITTEN OUT:	
Four Hundred Ninety-Seven Thousand Eight Hundred Ninety-Three	
BID ALTERNATE DEDUCT A: OMIT HARDIPANEL CLADDING AT DEMO EXTERIOR WALL. PAINT EXISTING PLYWOOD SHEATHING INSTEAD.	\$3,500.00 DEDUCT

Submitted Bid:	\$497,893.00
Labor Costs:	\$216,122.00
Materials Costs:	\$272,771.00
Equipment Costs:	\$9,000.00
Possible Change Orders:	N/A
Bidder's Name:	R.W. Mercer Company
Address:	2322 Brooklyn Road
City, State, Zip:	Jackson, MI 49203
Telephone:	(517) 787-2960
Fax:	(517) 787-1960
Email Address:	tracy@rwmercer.com
Federal ID Number:	38-2120488
Bid Signed By:	 Print or Type
Title:	Vice President

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

By  Its Vice President

CONTRACT COMPLIANCE

DATE: December 13, 2023
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

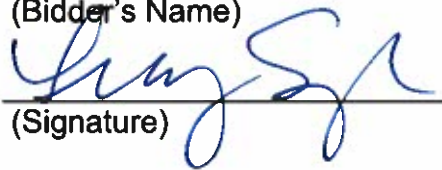
R.W. Mercer Company certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation,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

In connection with this commitment R.W. Mercer Company 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: 2/8/2024

By: R.W. Mercer Company
(Bidder's Name)

By: 
(Signature)

By: Tracy Saylor, Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 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

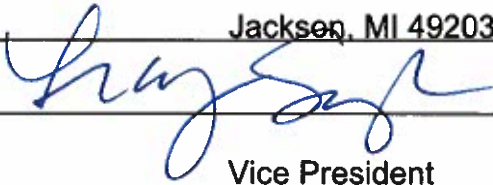
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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: R.W. Mercer Company

ADDRESS: 2322 Brooklyn Road
Jackson, MI 49203

SIGNED BY: 

TITLE: Vice President

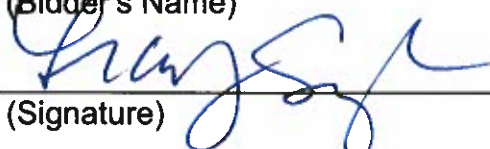
DATE: 2/8/2024

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 2/8/2024

By: Tracy Saylor
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Jackson)

Tracy Saylor, being first duly sworn, deposed and says that:

1. He is Vice President of, R.W. Mercer Company
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: 2/8/2024 By: R.W. Mercer Company

(Company)

By: [Signature]

(Title)

Subscribed and sworn to before me, a Notary Public, this 8th day of February,
20 24.

[Signature]

Notary Public, Jackson County, Michigan

My commission expires: 3-14-29

SECTION C

Subcontractors

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

Upon Request

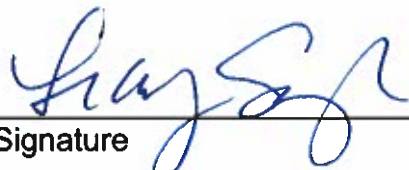
RIGHT TO KNOW CONTRACTOR RELEASE FORM

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

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

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

Dated 2/8/2024



Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Tracy Saylor	Company R.W. Mercer Company
Telephone (517) 787-2960	Email Address tracy@rwmercer.com

Contract or matter pending with the City:

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

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

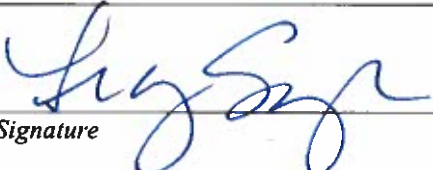
The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

- ☒ None of the above apply.

Dated: 2-8-24

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)


Signature

The foregoing instrument was acknowledged before me this 8th day of February, 2024,
By Tracy Saylor.


Debra Ann Ehrig, Notary Public
Comm Expires 3-14-29

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

Tracy Saylor, Vice President
Name and Title of Authorized Representative

R.W. Mercer Company
Name of Participant Agency or Firm


Signature of Authorized Representative

2/8/2024
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: R.W. Mercer Comapny
 2. Established: Year 1960 Number of Employees 195
 3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
 4. Former name(s) if any, and year(s) in business
-
-

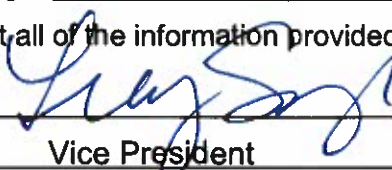
5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Lifeways
Address: 1200 N West Ave. Jackson, MI 49202
Phone: (517) 783-0962
Contact: Ric Scheele
Type of Work: Interior Remodel
Budget: \$5,000,000

5.2 Company Name: DPW - City of Jackson
Address: 521 Water Street, Jackson, MI 49203
Phone: (517) 788-4170
Contact: Tim Pickett
Type of Work: New Building - Office Space & Garage
Budget: \$4,500,000

5.3 Company Name: Martin Luther King Center - City of Jackson
Address: 1107 Adrian Street, Jackson, MI 49203
Phone: (517) 748-5363
Contact: Kelli Hoover
Type of Work: Interior Remodel
Budget: \$2,500,000

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

Signed  Name Tracy Saylor
Title Vice President Date 2/8/2024

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercerc.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercerc.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercerc.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercerc.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

CRITERIA 3:

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

Residential Contractor's License 2102177902

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

Electrical apprentice program - petroleum construction

Manufacturer training/certification - various

OSHA; CPR/First Aid, etc - yearly 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.

Confirmed

CRITERIA 5:

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

Confirmed

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

 x NONE

CRITERIA 9:

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

 NONE

Please refer to attached.

Criteria #6 – Evidence of Experience

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.



Surety Bonding & Insurance Group
5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobil: 517-256-2597
sigkurowski@msn.com

January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: \$1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of \$15,000,000/ \$25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact



We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

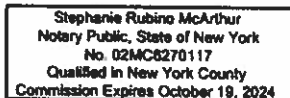


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

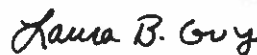


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.



Assistant Secretary

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms Fall protection Fixed and portable ladders Electrical installations (cords)	\$1,500 \$1,500 \$0 \$0	Abated on site Abated on site Corrected during inspection Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	\$0	Corrected during inspection
2018	None				
2019	None				
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder Workers exposed to material hazard of materials being attached to guardrail of Aerial Work Platform	\$1,000 \$0	Corrected during inspection Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual Inspection Not on site	\$0	Zero fee citation; abated

CRITERIA 10:

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

 x NONE

CRITERIA 11:

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

Name: Please refer to attached; insurance renewal in progress.

Walton Insurance Group

Type of Coverage:

General Liability, Auto, Worker's Comp

Telephone:

(517) 787 - 2600

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

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

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

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Kathy Corden PHONE (A/C, No. Ext.): (517) 787-2600 FAX (A/C, No.): (517) 787-3837 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com														
INSURED R.W. Mercer Co. 2322 Brooklyn Road PO Box 180 Jackson MI 49204-0180	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: EMCASCO Insurance Co</td><td>21407</td></tr><tr><td>INSURER B: Employers Mutual Casualty Company</td><td>21415</td></tr><tr><td>INSURER C: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER D: Crum & Forster Speciality Insurance Co</td><td>44520</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMCASCO Insurance Co	21407	INSURER B: Employers Mutual Casualty Company	21415	INSURER C: Safety National Casualty Corp	15105	INSURER D: Crum & Forster Speciality Insurance Co	44520	INSURER E:		INSURER F:	
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INSURER D: Crum & Forster Speciality Insurance Co	44520														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2232324362**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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			3X42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			3X42633	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			3J42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	RDGR-C	5/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liab			CPL113232	8/1/2021	8/1/2022	claim limit \$3,000,000
B	Installation Floater			3C42633	8/1/2021	8/1/2022	\$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage Criteria #11	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 Ethan Harris/KCORD <i>Ethan G Harris</i>
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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.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

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.

Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

CRITERIA 16:

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

Acknowledged

CRITERIA 17:

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

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

CRITERIA 18:

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

Please refer to attached.

Criteria #18 – Qualifications of Management and Supervisory Personnel

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

CRITERIA 19 (ATTACHMENT REQUIRED): Please see attachment to Criteria 18

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

CRITERIA 20:

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

N/A

CRITERIA 21:

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

Confirmed

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.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

Criteria #22

Below is a partial list of general construction/construction management/design/build projects currently under construction and completed (by volume).

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	\$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	\$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	\$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	\$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	\$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	\$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	\$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	\$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	\$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	\$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	\$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	\$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	\$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	\$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	\$4,300,000	08/18

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	\$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	\$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	\$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	\$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	\$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	\$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	\$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	\$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	\$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	\$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	\$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	\$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	\$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	\$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	\$1,500,000	02/10

CRITERIA 23:

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

N/A

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

☐ Yes

☐ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☒ Yes

☐ No

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 8 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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Criteria #24

May 11, 2022

To whom it may concern:

RE: R.W. Mercer Co.
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

5/1/22-23	.76
5/1/21-22	.73
5/1/20-21	.73

If you have any questions, please let us know.

Sincerely,

Kathy Corden
Account Manager

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 N/A

CRITERIA 27:

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

R.W. Mercer Co. will solicit local participation and utilize bids that meet the project requirements.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

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:**

R.W. Mercer Co. will provide equal employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, pregnancy and gender identity, national origin, age, disability, veteran status, height, weight, marital status, familial status, arrest record, genetic information or any other basis prohibited by law. We will ensure that we maintain our commitment to reviewing all aspects of employment, including but not limited to recruitment, hiring, selection, placement, retention, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training, to identify and eliminate barriers to providing all persons equal employment opportunity.

R.W. Mercer Co.; Tracy Saylor, Vice President/General Manager

Print Firm Name/Principal

Signature/Principal

7/7/2022

Date

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 9 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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:

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 10 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

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

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

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

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

Price (25%)

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

Submitted Bid:	\$497,893
Labor Costs:	\$216,122.00
Materials Costs:	\$272,771.00
Equipment Costs:	\$9,000.00
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.

SPECIAL PROVISIONS

Additional Federal Requirements

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

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

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

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

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

training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
- f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

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

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

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

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

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

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

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

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

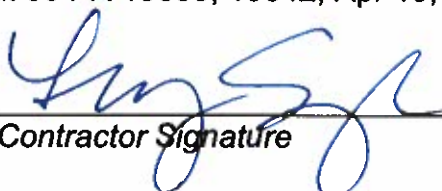
10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United States or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem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

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

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

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

Dated: 2/8/2024



Contractor Signature

Tracy Saylor
Printed Name

Vice President
Title

Bid Tabulation - Boos Recreation Center Remodel and Addition Project September 26, 2025			Cornerstone Construction Group 361 South St. Rochester, MI 48307		Jones Construction Solutions 2 Wardcraft Dr. Spring Arbor, MI 49283		Laux Construction LLC 1018 Hogsback Rd. Mason, MI 48854		RC Contractors 5127 Aurelius Rd. Lansing, MI 48911		R W Mercer Company 2322 Brooklyn Rd. Jackson, MI 49203	
	Line lte	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	Lump sum per specifications in Attachments section of bid document (including fees, permits, etc.)	\$786,895.00	\$786,895.00	\$839,400.00	\$839,400.00	\$974,900.00	\$974,900.00	\$918,250.24	\$918,250.24	\$734,701.00	\$734,701.00
		Total		\$786,895.00		\$839,400.00		\$974,900.00		\$918,250.24		\$734,701.00



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: October 14, 2025

SUBJECT: Approve the sale of City-owned property to VMG Construction LLC

Recommendation:

Approve the sale of up to thirteen (13) residential City-owned lots to VMG Construction LLC, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to draft and execute the appropriate documents necessary to complete the transaction.

Approve the sale of City-owned property to VMG Construction LLC, for the construction of new single and multi-family homes.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of up to thirteen (13) residential City-owned lots to VMG Construction LLC, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to draft and execute the appropriate documents necessary to complete the transaction.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: October 14, 2025

RECOMMENDATION: Approve the sale of City-owned property to VMG Construction LLC, for the construction of new single and multi-family homes.

ISSUE STATEMENT

The City currently owns numerous vacant residential lots. VMG Construction LLC would like to construct new single and multi-family homes on thirteen (13) lots. Each parcel will be sold for the sum of \$300. Nine (9) of these lots are owned and controlled by the City of Jackson, including:

319 E. Trail Street	(Parcel ID 7-067600000)
406 Burr Street	(Parcel ID 7-068800000)
404 Burr Street	(Parcel ID 7-068700000)
501 N. Park Avenue	(Parcel ID 7-063900000)
809 Homewild Avenue	(Parcel ID 7-0377.0200)
709 Homewild Avenue	(Parcel ID 7-036300000)
662 Cooper Street	(Parcel ID 7-059600000)
502 Detroit Street	(Parcel ID 7-034200000)
1111 Plymouth Street	(Parcel ID 6-033200000)

Four (4) of these lots are owned by the City and under a previous option agreement with Allen Edwin Homes, including:

810 Homewild Avenue	(Parcel ID 7-022400000)
1117 Plymouth Street	(Parcel ID 6-0304.1000)
313 Johnson Street	(Parcel ID 6-032500000)
321 Johnson Street	(Parcel ID 6-032700000)

The purchase/development outlines the conditions for purchase of both groups of lots. VMG Construction LLC has already completed construction of numerous single and multi-family homes in the health district, and has a proven track record of success and support in Jackson and beyond.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. New residential development will bring growth and stability to the neighborhood, and additional tax revenue to the City of Jackson and related taxing authorities.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. The City’s Public Works Department is assisting with infrastructure installation, and the City’s Assessing Department is assisting with splits/combinations for buildable parcels.

SOLUTION

City Council should approve the sale of said City-owned properties, for the construction of a new single and multi-family homes.

FACILITATE IMPLEMENTATION

City Council should approve the sale of up to thirteen (13) residential City-owned lots to VMG Construction LLC, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to draft and execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

- 1. VMG lot purchase agreement DRAFT 10.3.25

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this “Agreement”) is made on _____, 2025, by and between VMG CONSTRUCTION, LLC, a Michigan limited liability company of 6801 S Martin Luther King Jr BLVD., Lansing, MI 48911 (“Purchaser”) and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 (“Seller” or the “City”) as follows:

BACKGROUND

Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to thirteen (13) Lots located in the City of Jackson, Jackson County, Michigan, (the “Lots”), as described on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase, up to nine (9) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit A (the “Lots”). Seller further agrees to provide a contingent right to purchase, and Purchaser desires to purchase, up to four (4) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit B (the “Contingent Lots”). Purchaser and Seller agree that Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties.

2. Purchase Price. The Purchase Price for each Lot shall be three hundred dollars (\$300.00).

The Purchase Price shall be delivered at each Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser’s obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The “Investigation Period” shall expire forty five (45) days following the date this Lot Purchase Agreement has been executed by both parties (the “Effective date”). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with

governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall, subject to paragraph 5(B), retain an exclusive right to purchase the lots described in Exhibit A, until January 1st, 2027

B. Purchaser shall retain the right to purchase the Lots described in Exhibit A (the "Option Purchase Period") under a right of first refusal ("ROFR"). In the event a purchase offer is made to the City for any unsold Lot identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for three hundred dollars (\$300.00). Such option must be exercised within five (5) business days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within thirty (30) days of the closing on the Lot, begin construction of a single-family home or multi family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

C. Purchaser shall retain the right to purchase the Lots described in Exhibit B as an option contingent upon primary option holder's decision to exercise their right of first refusal, as guaranteed in a separate, binding agreement. Should the primary option holder relinquish their right to purchase and/all said lots, Purchaser shall have the right to exercise their option to purchase said Lot(s) for three hundred dollars (\$300.00) each. Such option must be exercised within ten (10) business days of written notice to relinquish purchase rights by the primary option holder. Purchaser shall, within thirty (30) days of the closing on the Lot(s), begin construction of a single-family home or multi-family home on the Lot(s) purchased. If the Purchaser does not fulfill their obligations relative to the exercising of their option for the purchase of any lots described in Exhibit B, the Lot(s) may be sold to another buyer.

D. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller's Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

7. Purchaser's Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Title. Purchaser may order at its expense, a commitment for an owner's policy of title insurance from a title company of their choosing (the "Title Policy"). After Purchaser has received both the title commitment and the Survey described in Section 9 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

9. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

10. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

13. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

14. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchaser's damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

15. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

16. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

17. Confidentiality. Subject to the requirements of the Open Meetings and Freedom of Information Acts, the parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller: CITY OF JACKSON
ATTN: Jonathan Greene, City Manager
161 W. Michigan Avenue

Jackson, MI 49201
E-mail: jgreene@cityofjackson.org

With a copy to: Matthew Hagerty, City Attorney

161 W. Michigan Avenue
Jackson, Michigan 49201
mhagerty@cityofjackson.org

To Purchaser: VMG Construction, LLC
ATTN: Raymundo Garcia
6081 S Martin Luther King Jr BLVD
Lansing, MI 48911

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Seller shall extend the public water line and sewer laterals to the edge of the public right-of-way for the Lots purchased by Purchaser under this Agreement and shall waive any connection fees for water and sewer service.

H. Seller shall provide sidewalk repairs and/or replacement, as determined by the City's Chief Building Official and/or Director of Public Works and curb cuts (excluding the apron/approach) for the Lots at no cost to Purchaser.

I. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

By: Jonathan Greene
Its: City Manager

PURCHASER:
VMG Construction, LLC

By: _____
Raymundo Garcia

Its: Resident Agent

EXHIBIT A

City of Jackson, Jackson County, Michigan

The parties will agree to a precise legal description of the Land prior to closing.

319 E. Trail Street	(Parcel ID 7-067600000)
406 Burr Street	(Parcel ID 7-068800000)
404 Burr Street	(Parcel ID 7-068700000)
501 N. Park Avenue	(Parcel ID 7-063900000)
809 Homewild Avenue	(Parcel ID 7-0377.0200)
709 Homewild Avenue	(Parcel ID 7-036300000)
662 Cooper Street	(Parcel ID 7-059600000)
502 Detroit Street	(Parcel ID 7-034200000)
1111 Plymouth Street	(Parcel ID 6-033200000)

EXHIBIT B

City of Jackson, Jackson County, Michigan

The parties will agree to a precise legal description of the Land prior to closing.

810 Homewild Avenue (Parcel ID 7-022400000)

1117 Plymouth Street (Parcel ID 6-0304.1000)

313 Johnson Street (Parcel ID 6-032500000)

321 Johnson Street (Parcel ID 6-032700000)



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: October 14, 2025
SUBJECT: Phase II of the Racial Equity Audit

Recommendation:

Authorize Phase II of the Racial Equity Audit, to be managed by the City's Department of Equity and Inclusion in partnership with CNA Corporation at a firm-fixed price of \$175,000 (all-inclusive of personnel time, travel, and presentation costs) divided across two budget years via DEI allocations: \$87,500 from FY 2025-26 and \$87,500 from FY 2026-27.

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: John Willis, Chief Equity Officer

DATE: Friday, October 3, 2025

RECOMMENDATION: Approve Phase II of the Racial Equity Audit and forward to City Council for authorization

ISSUE STATEMENT

Phase I of our Racial Equity Audit established baseline metrics within the Police Department and identified preliminary areas for improvement. We have not, however, conducted similar assessments across our other 12 city departments—Assessor's Office, City Attorney, City Clerk, DEI, Finance, Fire Department, Neighborhood & Economic Operations, Parks Recreation Cemeteries & Trails, Personnel & Labor Relations, Public Works, Purchasing, and Treasurer's Office. Without these assessments, we lack the data needed to identify systemic barriers in policies, procedures, and service delivery that may create disparate outcomes for residents across the full range of city operations.

DESCRIBE THE CONSEQUENCES

Without expanding the equity assessment city-wide, we face several significant consequences. Residents may continue to experience unequal access to municipal services, and trust in city government will remain diminished in communities where inequities persist. Community feedback has made clear that equity in service delivery is a priority for Jackson residents.

From an operational perspective, we cannot make informed decisions about policy improvements, resource allocation, or training needs without comprehensive data. Our legal exposure remains elevated, operational inefficiencies go unidentified, and we miss opportunities to improve service delivery across departments. City employees need guidance on equity best practices. Without systematic assessment, workplace culture issues go unaddressed and staff across departments cannot benefit from the improvements that comprehensive equity reviews enable.

Other municipalities are advancing their equity initiatives. Jackson risks falling behind peer cities in this area and failing to meet community expectations for transparent, accountable governance.

OWNERSHIP

The Racial Equity Commission and the Chief Equity Officer are responsible for advancing equity across city operations. The success of Phase I demonstrated the value of comprehensive, data-driven equity assessments and our capacity to lead this work effectively. Community feedback has consistently highlighted the importance of expanding these assessments beyond the Police Department. National attention on racial equity in local government, combined with our internal commitment to excellence, underscores the need for city-wide review. The Commission has unanimously endorsed Phase II as essential to our mission of ensuring that Jackson's municipal government serves all residents fairly and effectively.

SOLUTION

Engage CNA Corporation to conduct Phase II of the comprehensive Racial Equity Audit across all 13 city departments. CNA brings extensive experience in municipal equity audits, demonstrated expertise in operations research and policy analysis, and a track record of objective, actionable assessments. Their nonprofit status ensures focus on mission over profit.

The engagement includes five critical components:

1. **Organizational Survey** - City-wide employee assessment of workplace culture and equity perceptions with comprehensive data analysis
2. **Policy Review** - Systematic examination of departmental policies and procedures through an equity lens with specific recommendations
3. **Individual Interviews** - Semi-structured interviews with representative samples across all departments, ensuring diverse perspectives from leadership, supervisors, and line staff
4. **Administrative Data Analysis** - Disproportionality analysis of department demographics compared to city population, plus community interaction data analysis
5. **Community Listening Sessions** - Minimum of four sessions to gather resident perspectives, ensuring community voice is central to findings

Deliverable: A comprehensive Racial Equity Audit Assessment Report with detailed findings, recommendations organized by department, city-wide strategic guidance, and public presentation of findings to stakeholders and community members.

Long-Term Strategic Approach:

The audit findings will provide the foundation for sustained equity improvements including policy revisions, training program development, resource reallocation, and performance metrics tied to equity outcomes. We will also establish ongoing monitoring systems to ensure continuous improvement. The assessment timeline allows for thorough evaluation while providing preliminary findings quickly enough to guide immediate improvements. Community engagement throughout the process ensures that resident voices remain central, fostering transparency and building public confidence in city government. This work will position Jackson favorably among peer municipalities and establish a framework for continued progress in service delivery and organizational culture.

Financial Investment:

Firm-fixed price of \$175,000 (all-inclusive of personnel time, travel, and presentation costs) divided across two budget years: \$87,500 from FY 2025-26 and \$87,500 from FY 2026-27. This represents approximately 0.15% of the City's annual operating budget and will yield significant returns through improved operational efficiency, enhanced community trust, reduced legal exposure, and strengthened service equity. Funding sources should be identified within existing DEI allocations or through supplemental appropriations given the strategic importance of this work.

FACILITATE IMPLEMENTATION

The City of Jackson Racial Equity Commission recommends that the City Manager approve Phase II of the Racial Equity Audit and forward this initiative to City Council for formal authorization and budget allocation. This investment represents more than compliance or risk mitigation—it embodies our shared commitment to making Jackson a city where every resident has equal access to quality municipal services and where city government operates with integrity, fairness, and accountability to all members of our community.