



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Metro Controls, Inc.
22660 15 Mile Road
Clinton Township, MI 48035**

OWNER:

(Name, legal status and address)

**City of Ann Arbor Procurement Unit
301 E. Huron St.**

Ann Arbor, MI 48107

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place of business)

**Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

RFP #22-65 Wheeler Service Center Building Management System Modernization - Temperature Controls

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **4th** day of **October, 2022**

(Witness)

Metro Controls, Inc.

(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Susan L Small, Attorney-in-Fact

Init.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206562-013056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan P. Chandler; Ian J. Donald; Jeffrey A. Chandler; Kathleen M. Irelan; Meagan L. Reynolds; Robert Trobec; Susan L. Small; Wendy L. Hingson

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 29, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of October, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONSTRUCTION REQUEST FOR PROPOSAL

RFP# 22-65

Wheeler Service Center Building Management System Modernization

**City of Ann Arbor
Public Services Area/Public Works Unit**



Due Date: October 4, 2022 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit 301
E. Huron Street Ann
Arbor, MI 48104

Submitted From:

Metro Controls, Inc.
22660 15 Mile Road
Clinton Township, MI 48035

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CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section A

Qualifications, Experience and Accountability

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder:

Metro Controls, Inc. qualifications:

- Was founded in 1986 as a HVAC Service and Temperature Control Contractor.
- 3-year average annual sales of \$15,000,000. (2019-2021)
- Dunn and Bradstreet # 079237490
- Is a licensed Mechanical and Electrical Contractor
- Current bonding capacity: \$15M single / \$30M aggregate
- Safety / Insurance Qualification: Current EMR Rating is .90
- Maintains a staff of approximately 103 persons including field operations.
- Is an Authorized Dealer of the Automated Logic product line
- Is a Licensed Installer of the Tridium/Niagara integration product line
- Member of the Mechanical Contractors Association.
- Major Projects completed in the last 5 years / \$18M
- **Reference Exhibit A-1 for additional information**

Key persons assigned to this account:

- Trent Bomers (Principal Owner and Sales)
- Jeremy Howell (Principal Owner and Operations Manager)
- Jeff Chambers (Senior Estimator / Sales Support)

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.

- **Reference Exhibit A-1 – References**

CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section A

Qualifications, Experience and Accountability

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
 - Reference Exhibit A-2 - Metro Controls quality assurance program

4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.
 - Metro Controls, Inc, will not require subcontractors and will self-perform ALL work using local union workers



CONTROLS, INC.

info@metrocontrols.com
www.metrocontrols.com

Building Automation – Temperature Controls – Systems Integration – Energy Services

Exhibit A-1 **Qualifications, Experience and Accountability**

To Whom It May Concern,

For **35 years** Metro Controls has created a reputation for being honest, fair, and flexible in the marketplace regarding both pricing and performance. As a privately held company, our ownership has set forth a policy that “reputation above all” will bring continued success.

Average sales for Metro Controls over the last three- year period is 15 million dollars with many projects over a million dollars.

Some unique characteristics of Metro Controls that allows us to be competitive and responsive:

- Metro Controls self-performs ALL work using local union labor, so we can guarantee the project schedule and outcome.
- As a fully licensed electrical and mechanical contractor, we have the capability to provide installation and service to any HVAC needs.

Our integration team has developed a process to deliver consistent end-user interfaces that are first in class, easy to navigate, and consistent so your building operators will be able to quickly determine the conditions of the space, adjust as needed, and collect data for future analysis. Our flexible approach will allow us to create dashboard views that suit the needs of the project requirements.

Our local office in Clinton Township allows us to respond quickly to all service needs and warranty issues that may arise. We pride ourselves on quick response to our customers and resolving any issues during and after construction. The ownership team here at Metro Controls is available at any time to work with our customers to ensure 100% satisfaction.

Please reference the following page for additional information regarding our Qualifications, Experience and Accountability.

Respectfully,

Trent Bomers
Principal Treasurer

Authorized dealer of:
**Automated
Logic**

Phone (586) 790-2500 * 22660 Fifteen Mile Road * Clinton Township, MI 48035 * Fax (586)
790-2501



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info@metrocontrols.com
www.metrocontrols.com

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Exhibit A-1
Qualifications, Experience and Accountability

- Was founded in 1986 as a HVAC Service and Temperature Control Contractor.
- 3-year average annual sales of \$15,000,000. (2019-2021)
- Dunn and Bradstreet # 079237490
- Is a licensed Mechanical and Electrical Contractor
- Current bonding capacity: \$15M single / \$30M aggregate
- Safety / Insurance Qualification: Current EMR Rating is .90
- Maintains a staff of approximately 103 persons including field operations.
- Is an Authorized Dealer of the Automated Logic product line
- Is a Licensed Installer of the Tridium/Niagara integration product line
- Member of the Mechanical Contractors Association.
- Major Projects completed in the last 5 years / \$18M:

Project Name	Owner	Engineer
Washtenaw County - Zeeb Road Renovation	Washtenaw County	MEEC
Bloomfield Hills MS	Bloomfield Hills Public Schools	French Associates
St Clair Comm College Phase 1 & 2	St Clair Comm College	Peter Basso Associates, Inc
Macomb Twp Public Safety Building	Macomb Township	Peter Basso Associates, Inc
Pontiac High School	School District of Pontiac	IDS
Pontiac Schools - Whitman	School District of Pontiac	IDS
Macomb Township PDU Install	Macomb Township	Owner Direct - Design-assist
Livonia Schools Stevenson HS	Livonia Public Schools	Stantec
Ford HQ 12th Floor	Ford World Headquarters	Smith Group
Pontiac Middle School	School District of Pontiac	IDS
Livonia Schools Emerson & Riley	Livonia Public Schools	Stantec
Livonia Schools Franklin	Livonia Public Schools	Stantec
Bloomfield Hills Schools HS	Bloomfield Hills Public Schools	SHW Group
Miland Federal Prison	United States Federal Government	French Associates

Authorized dealer of:



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www.metrocontrols.com

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Exhibit A-1
Qualifications, Experience and Accountability

- Ongoing Major Projects:

Project Name	Owner	Engineer
Ford Michigan Central Station	Ford Motor Co.	Quinn Evans
St Clair Comm College Phase 3	St Clair Comm College	Peter Basso Associates, Inc.
Ann Arbor Schools	Ann Arbor Public Schools	Fishbeck

Authorized dealer of:



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www.metrocontrols.com

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Exhibit A-1
Qualifications, Experience and Accountability

References:

CONTRAST MECHANICAL
15825 LEONE DRIVE
MACOMB TOWNSHIP, MI 48042
CONTACT: DOUGLAS BOWERS
PH: 586-786-1200

MCCARTHY AND SMITH
24317 INDOPLEX CIRC.
FARMINGTON HILLS, MI 48335
CONTACT: KEVIN INGLE
PH: 248-427-8400

STRATEGIC ENERGY SOLUTIONS
4000 WEST ELEVEN MILE ROAD
BERKLEY, MI 48072
CONTACT: STEVE DiBERARDINE
PH: 248-399-1900

JOHNSON & WOOD MECHANICAL
2130 HEMPHILL
BURTON, MI 48529
CONTACT: BRIAN JOHNSON
PH: 810-715-0700

BARTON MALOW
26500 AMERICAN DR
SOUTHFIELD, MI 48034
CONTACT: MIKE SCHEFCA
PH: 586-445-5835

PETER BASSO ASSOCIATES
5145 LIVERNOIS ROAD #100
TROY, MI 48098
CONTACT: JEFF CZARNECKI
PH: 248-879-5666

JOHN E. GREEN
220 VICTOR ST.
HIGHLAND PARK, MI 48203
CONTACT: GUY TAYLOR
PH: 313-868-2400

WALBRIDGE
777 WOODWARD AVENUE
DETROIT, MI 48226
CONTACT: GEORGE DOBROWITSKY
PH: 313-963-8000

GHAFARI ASSOCIATES, LLC
17101 MICHIGAN AVENUE
DEARBORN, MI 48126
CONTACT:
PH: 313-441-3000

BLOOMFIELD HILLS PUBLIC SCHOOLS
4175 ANDOVER
BLOOMFIELD HILLS, MI 48302
CONTACT: Brian Goby
PH: 248-341-5480

MERCANTILE BANK OF MICHIGAN
1700 W BIG BEAVER RD - SUITE 100
TROY, MI 48084
CONTACT: Greg Eichbercht
PH: 248-434-5927

MACOMB MECHANICAL
6250 19 MILE ROAD
STERLING HEIGHTS, MI 48314
CONTACT: Scott Johnson
PH: 586-737-9900



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Exhibit A-2

Qualifications, Experience and Accountability

CONSTRUCTION QUALITY MANAGEMENT PROGRAM



Exhibit A-2

Qualifications, Experience and Accountability

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Qualifications, Experience and Accountability

Executive Summary

It is Metro Controls' objective that the quality of construction projects be properly managed to assure that the requirements are being fully met. To meet this objective, Metro Controls will implement this Construction Quality Management (CQM) Program for all construction projects.

The CQM Program is designed to:

- Properly assign responsibilities for the management of quality on construction projects.
- Support construction projects across the entire spectrum of size, complexity, scope, and acquisition strategy.
- Tailor a project to ensure appropriate levels of monitoring are provided.

CQM can prevent deficiencies and the removal of defective work. Through proper planning, the project team can establish the correct quality at the beginning of each feature of work and monitor the work through completion to ensure that quality requirements are met. Quality is built in.



Exhibit A-2

Qualifications, Experience and Accountability

Chapter 1. CONSTRUCTION QUALITY MANAGEMENT (CQM)

1.1 Purpose.

This document states the objective of the Metro Controls' Construction Quality Management (CQM) Program. The level of effort required to properly implement these systems will vary for each contract, depending upon the type of work, duration, and complexity.

While the objectives for ensuring quality shall apply to all projects, the formal procedures established in this program shall be used for construction contracts valued greater than \$75,000.

1.2 Terminology.

The following terms are generally accepted and used throughout the CQM.

- **Quality** is defined as conformance to properly developed requirements. In the case of construction contracts, the contract specifications and drawings establish the requirements.
- **Quality Control (QC).** The management and control of self performed labor, suppliers and subcontractors' activities to comply with contract requirements.
- **Quality Assurance (QA).** The means by which Metro Controls' Management fulfills its responsibility of assuring the QC System is functioning and determining through reviews, surveillance and tests assures that the completed project complies with contract.
- **Construction Quality Management (CQM).** Defined as quality control and assurance activities instituted to achieve the quality levels established by the contract requirements.

CQM = QC + QA

- **Contracting Officer (CO).** An individual appointed and given the authority to execute contractual documents.
- **Definable Feature of Work (DFOW).** A task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the construction schedule. For example, excavation, electrical, concrete, roofing, mechanical, HVAC, etc. are all Definable Features of Work.
- **Project Manager (PM).** The individual that is responsible for the technical administration and management of assigned construction projects.



Exhibit A-2

Qualifications, Experience and Accountability

- **QUALITY ASSURANCE REPRESENTATIVE (QA REP).** The employee that is assigned specific duties as the primary point of contact at the jobsite level between Metro Controls, Client, User and the PM.
- **Quality Control Manager (QC Manager).** An employee with the responsibility for administration and implementation of the QC System at the jobsite.
- **Quality Control (QC) Plan.** A plan which outlines the procedures, instructions, reports, and personnel Metro Controls intends to use in the implementation of the QC System.
- **Inspection.** The examination of the activities of construction that supplements quality control of the work and assists in obtaining compliance with contract requirements. The examinations may be conducted on a full or part-time basis and may be made during progress or at strategic intervals of the work performed by the contractor.
- **Officer of the Firm.** An owner or employee of the construction firm whom, by virtue of position, is empowered to obligate the company.
- **Quality Level.** The degree of excellence, basic nature, character, or kind of performance of a particular type of work established by the designer and indicated in the drawings and specifications.

1.3 Contractor Quality Control.

The primary emphasis of the QC System is on controlling the work to prevent quality problems, rather than inspection to discover problems after they occur. The QC System is the baseline program that Metro Controls will use to control the quality of the work. Significant control and inspection of the work, as well as documentation that the work meets the requirements of the contract, is required under the QC System.

1.4 Quality Assurance.

1.4.1 Policy on Construction Quality

Metro Controls measures the quality not only in terms of the operation and physical appearance, but also in terms of on-schedule, within project budget, and meeting specific requirements.

The Program, as set forth in this policy, encourages effort to achieve a quality product as specified. By



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Exhibit A-2

Qualifications, Experience and Accountability

implementing the following guidelines, you will be able to administer construction contracts effectively and successfully.



Exhibit A-2

Qualifications, Experience and Accountability

Chapter 2. QUALITY CONTROL (QC) SYSTEM

2.1 Applicability

This Chapter outlines procedures, requirements and application of the Metro Controls' Quality Control (QC) System for construction contracts.

This policy applies to all construction work, regardless of contract size or scope. However, it is important to recognize that the amount of effort that can be expended in controlling the work does depend on the individual project. Management will develop realistic requirements for each project, based upon the complexity and operational requirements of the project. The policies outlined in this chapter will be incorporated during the development of the contract documents.

2.2 Contract Requirements.

Plans and specification comprise the requirements of a contract. These documents must be included and must clearly state what is required. Management must know what is expected and required to prepare a reasonable proposal.

2.3 Submission of the Quality Control Plan

Metro Controls is required to provide the Project Manager (PM) a tailored QC Plan that meets the specific project quality control requirements. Generally, this submittal is required within [14] calendar days after receipt of Notice of Award. The completed list of definable features of work must be coordinated with the construction schedule. Critical submittals and tests should be identified in the schedule as distinct actions.

No construction work will be allowed at the site prior to the approval of the QC Plan. Exception may be made for mobilization work, which includes surveying for location of Contractor's offices, laydown areas and temporary utilities, and installation of temporary utilities. The only exception to this requirement is work approved under an "Approved As Noted" submittal of the QC Plan. Any exceptions must be personally

Exhibit A-2

Qualifications, Experience and Accountability

authorized in writing by the PM. There are three (3) circumstances in which an “Approved as Noted” approval may be appropriate.

1. **First 90 Days:** The QC Plan is a preliminary submittal and lists the definable features of work to cover the first ninety (90) days of construction. This option may be used in some cases to allow a Contractor to start without a complete plan. It is not always practical to delay the start of construction until a complete QC Plan is submitted and approved. The PM may approve a QC Plan which covers the few activities at the very beginning of the project using the “Approved as Noted” approval method. This will permit the Contractor to start work. However, the Contractor's operation must be limited to the definable features of work covered by the “Approved as Noted” plan. The PM must stop the work if an acceptable plan has not been submitted upon completion of the authorized work.

2. **Phased Project:** It is permissible to allow the Contractor to proceed with an acceptable QC Plan covering each particular phase.

3. **Minor Changes:** It is permissible to approve the QC Plan with minor changes or additions. The PM may use an “Approved as Noted” approval to grant permission to start work if the Contractor agrees in writing to correct the plan by a specified date. The PM must not allow the Contractor to continue work beyond the specified date if a corrected plan has not been approved.

The PM has the responsibility to stop the work if a final, acceptable plan is not submitted and approved within 90 days of the contract award.

2.4 Overview of Section Quality Control

Guide Specification Section that describes the QC System the Contractor is required to establish and maintain. Per the Section, “The QC System consists of a QC Organization, a QC Plan, a Coordination and Mutual Understanding Meeting, submittal review and approval, testing, completion inspections, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract.” These requirements are discussed in detail in the remainder of this chapter.



Exhibit A-2 Qualifications, Experience and Accountability

2.5 QC Reporting Requirements

A QC Manager's duties and responsibilities will be defined in the QC Section. Dependent on the complexity of the project, the QC Manager may be multi-tasked to include the duties of a project superintendent or have his duties restricted to only those related to quality. The Contractor's reporting requirements may be slightly different depending on the scope of the QC Manager's responsibilities.

2.6 QC System Requirements

Metro Controls shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by the contract conforms to contract requirements.

Metro Controls is required to establish and maintain a QC System as described in the specification and tied to the Contractor's schedule. The QC System covers on-site and off-site work and shall be keyed to the work sequence and the construction schedule.

No work or testing may be performed unless the QC Manager or in the case of afterhours work, the Alternate QC Manager is on the work site. Staff will be held responsible for the quality of work on the job and are subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract.

2.7 Quality Control Organization

The people involved in Quality Control range from the laborers and craftsmen performing the work, through the on-site supervision and up to the management of the construction firm. Some of the positions with specific Quality Control responsibilities are:

- Project Superintendent
- Subcontractor Foreman
- Quality Control Manager
- Alternate Quality Control Manager
- Submittal Reviewer(s)

Collectively, these individuals are responsible for carrying out the requirements of the QC System. When required, some or all these positions and their duties and responsibilities will be included in the



Exhibit A-2

Qualifications, Experience and Accountability

contract requirements.

2.7.1 Duties and Responsibilities of the QC Manager.

The QC Manager implements and manages the QC System and is directly responsible to management. The QC Manager is responsible for the daily QC inspections and verification of the installed work, perform submittal review prior to submission for approval, ensure testing is performed and provide required QC certifications and documentation. The QC Manager manages and coordinates the documentation performed by designated Testing Laboratory personnel and any other inspection and testing personnel required by this Contract. The Guide specifications outline the QC procedures that must be followed. Responsibilities of the QC Manager include:

- Access to references called for in the contract.
- Ensure all submittals are prepared, reviewed, and submitted for approval in a timely manner to avoid project delays.
- Coordinate changes or substitution requests made by the Contractor to the PM; however, he does not have the authority to approve them.
- Inspect all work for compliance and maintain a Rework Items List on all nonconforming work.
- Coordinate all testing required to maintain the schedule.
- Must ensure that As-Built Drawings and As-Built Record of Materials are kept current and on- site.

Constructing a quality project requires proper planning of all Definable Features of Work (DFOW) to prevent deficiencies with costly tear out and replacement. The QC Manager should focus on proper preparatory and initial phases of control in order to minimize or prevent rework. He is required to obtain assistance from the QC staff or an outside consultant for any discipline(s) where the QC Manager lacks proficiency. The QC Manager must have the authority to correct any deficiency even though it might result in stopping work on a particular segment of the project.

The QC Manager shall not perform any duties such as layout work, time keeping, etc. Obviously, this restriction does not apply in circumstances where the particular contract allows the QC Manager to



Exhibit A-2

Qualifications, Experience and Accountability

be multi- tasked as the Project Superintendent. The Contractor may request to assign construction site safety related duties with the approval of the PM and the concurrence of the ES&H. This exception would apply only on small jobs as an exception from the norm (i.e.; where the owner of the company is the on-site Superintendent and the QC Manager). The QC Manager is always responsible for observing the work and monitoring safe work practices during the normal course of his jobsite duties, but as a rule is not assigned as the safety competent person.

The qualifications requirements for QC Managers can be extensive. 1. The QC specification requires an individual with significant experience as a superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts that include the major trades that are part of the Contract. 2. The individual must be familiar with OSHA and construction safety requirements and have experience in the areas of hazard identification and safety compliance. 3. On large or complex projects, he may be required to be a graduate of a four-year accredited college program in one of the main engineering or architecture disciplines.

2.7.2 Alternate QC Manager Duties and Qualifications

The Contractor is required to designate an alternate for the QC Manager at the work site to serve in the event of the designated QC Manager's absence. The period of absence may not generally exceed two weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate QC Manager shall be the same as for the QC manager. The Alternate QC Manager may also be used on the work site during supplemental work shifts (beyond the regular shift) to perform the duties of the QC Manager during such work.

2.7.3 Manufacture's Representatives, Factory Representatives, etc.

The technical specifications may also require the presence of manufacture or factory technical representative(s) to be on-site prior to, during installation and/or testing of material/equipment to ensure compliance with installation recommendations, etc. The representative(s) shall be considered an extension of the QC System during their presence on-site or off-site, as the case maybe.

2.8 Quality Control Plan



Exhibit A-2

Qualifications, Experience and Accountability

The plan outlines and describes the people and the process that the Metro Controls will use to carry out the requirements of the QC System and identifies the Definable Features of Work (DFOW) for the project.

The QC System requires a QC Plan within a specified number of calendar days after receipt of the notice of award. This plan must detail the procedures, instructions, and reports that will be used during the project. It will contain as a minimum the requirements listed in the specification section used in the contract.

If the Contractor elects to make any changes to the QC Plan, including any personnel, the PM must be notified a minimum of seven calendar days prior to the proposed change. The PM also reserves the right to request changes to the QC Plan, including interviewing QC Personnel to verify submitted qualifications and if necessary, to have personnel replaced.

2.9 Meetings

2.9.1 **Preconstruction Conference**

The Preconstruction Conference or “Precon” is an important meeting required on all construction contracts for discussion of the administrative procedures for the contract. During the conference, ground rules are established and understandings reached that will affect relationships throughout the contract. It will be important to emphasize the importance of the QC organization during this meeting and depending on the project size, the CQM Program discussion may be best reserved for a separate *QC Plan Meetings*. However, discussion of the QC System requirements and their due dates should definitely be included in the Precon. Where practical, the Precon and QC Plan Meeting (if required) may be scheduled for the same day, provided that the two agendas are properly separated.

2.9.2 **QC Plan Meeting**

The first meeting specifically relating to CQM is the *QC Plan Meeting*. This meeting is an excellent communication forum to ensure the QC Plan and Program is quickly and efficiently



Exhibit A-2 Qualifications, Experience and Accountability

instituted. The purpose for meeting is to develop a mutual understanding of the QC Plan requirements. All QC requirements from the QC Section and the requirements included in the Submittal Procedures Section of the specifications should be discussed.

2.9.3 Coordination and Mutual Understanding Meeting

The QC Manager and the PM shall meet to discuss quality control requirements after the QC Plan is submitted and prior to the start of construction. The PM sets the time and place and prepares the agenda. The agenda must require the QC System in its' entirety. The agenda and length of this meeting depends upon the Contractor's familiarity with the QC requirements. The purpose of this meeting is to establish a mutual understanding of the QC and QA requirements for the contract. As a minimum, the Contractor's QC Manager and Superintendent should attend this meeting. Each subcontractor who will be assigned a critical QC responsibility shall have a representative of the firm at the meeting. The details of the contractual requirements relative to QC should be discussed. The basic philosophy of the CQM Program should be discussed.

Minutes of the meeting will be prepared by the QC Manager and shall provide a copy of the signed minutes to all attendees. The coordination and mutual understanding meeting must be repeated when a new QC Manager is appointed.

2.9.4 QC Meeting

As part of or in addition to Weekly Status meetings, QC meetings shall be held as required by the specification or as agreed to during the mutual understanding meeting. They should be used to reinforce the philosophy of the CQM Program. The QC Manager develops the agenda, conducts the meeting, and prepares the minutes. All problems or questions should be directed to him. Subcontractor QC personnel should also attend the meetings to discuss approaches to upcoming phases of work and correction of any deficiencies. Agendas for these meetings include items such as:

- Status of submittals.
- Review test reports for deficiencies and results.
- Review Construction Schedules to see which phases of control, tests, or inspections are scheduled



Exhibit A-2

Qualifications, Experience and Accountability

for upcoming definable feature.

- Review outstanding problems from minutes of last meeting.

The QC Manager shall be required to address how the Contractor intends to correct problems.

As part of the documentation of the project, the QC Manager must keep minutes of the meeting and distribute them to attendees. These minutes become part of the official contract file.

2.10 Submittals

One of the most important responsibilities of the QC Manager is to ensure that the Contractor, subcontractors, vendors, etc. submit their submittals in a timely manner to ensure the project schedule can proceed without any adverse impact. Critical submittals and long lead-time materials must be identified as separate activities on the schedule. The QC Manager must ensure that the submittal packages are complete so that valuable time is not wasted, and effort lost on a resubmittal. Submittal status should be the lead off agenda item of the weekly Status/QC Meeting. Timely submittal review and approval will enable the materials to be ordered and delivered to keep the project successfully, proceeding on or ahead of schedule.

Delays to the project schedule due to lack of diligence on submittals are unacceptable and should be viewed as a failure of the QC Manager and the Project Management Team.

The QC Manager has specific responsibilities regarding submittals:

- Coordinate all submittal actions
- Maintain necessary submittal records in an organized fashion
- Review and certify all submittals for compliance
- Check all material and equipment delivered to the project for compliance with the contract.

All submittals, shop drawings, catalog cuts, samples, etc., unless otherwise specifically noted, must be certified by the Contractor as conforming to the drawings and specifications. In most cases, the contract documents will include Submittal Procedures Section, which will state the proper procedures for handling submittals.

Submittals are intended to document those materials and methods used, and/or tests



Exhibit A-2
Qualifications, Experience and Accountability

conducted, will meet the requirements of the contract. A submittal is a “variation” in those cases where a Contractor proposes an item or procedure that is different in any material way from the requirements specified.

When the Contractor submits for a variation, they will include (but not limited to) the following:

- The reason for the variation.
- A warrant that the proposed variation is compatible with all other aspects of the contract work.
- Substantiated change in cost, if applicable, either plus or minus (if resulting in a cost reduction, it should be submitted as a value engineering proposal); and,
- Any change in the time required to perform the work.

2.11 Testing

Tests shall be identified as specific activities on the schedule. By listing these tests, it must also be communicated that this listing is not to preclude the incorporation of other testing activities but is provided to emphasize the importance of specific tests.

The Project Manager must cite applicable contract requirements, tests or analytical procedures used. He must provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. A testing laboratory representative authorized to sign certified test reports shall sign test results. The Contractor must furnish the signed reports, certifications, and other documentation to the PM via the QC Manager. A summary report of field tests is required at the end of each month.

2.12 Quality Control Certifications

2.12.1 Invoice Certification

The Contractor must furnish a certificate to the customer with each payment request, signed by the QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

2.12.2 Completion Certification



Exhibit A-2

Qualifications, Experience and Accountability

Upon completion of the work, or a specific portion thereof, the QC Manager shall furnish a certificate to the Authority attesting that "the work has been completed, inspected, tested and is in compliance with the Contract.

2.13 Completion Inspections

2.13.1 Punch-Out Inspection

Punch-Out Inspections may occur near the completion of all work or any portion thereof established by a completion time or stated elsewhere in the specifications. The QC Manager shall conduct an inspection of the work and develop a "punch list" of items that do not conform to the approved drawings and specifications. He shall include in the punch list any remaining items on the "Rework Items List" which were not corrected prior to the Punch-Out Inspection. The punch list shall include the estimated date by which the deficiencies will be corrected. The QC Manager or staff shall make follow-on inspections to ascertain that all deficiencies have been corrected. Once this is accomplished the facility is ready for "Pre-Final Inspection."

2.13.2 Pre-Final Inspection

The Operations Manager will perform a pre-final inspection to verify that the facility is complete and ready to be occupied. A "Pre-Final Punch List" may be developed as a result of this inspection. Each deficiency noted in the punch list shall reference the applicable reference (NEC, specification paragraph, Drawing No., etc.) that the deficiency stems from. The QC Manager shall ensure that all items on this list are corrected prior to notifying that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in timely manner and shall be accomplished within the time slated for completion of the entire work, or any particular increment thereof if the project is divided into increments by separate completion dates.

2.13.3 Final Acceptance Inspection

The QC Manager, the superintendent or other primary contractor management personnel will be in attendance at this inspection. A notice shall state that all specific items previously identified to the Contractor as being unacceptable, along with all the remaining work performed under the contract, will



Exhibit A-2 Qualifications, Experience and Accountability

be complete and acceptable by the date scheduled for the final acceptance inspection.

2.14 Documentation

The CQM Program requires the Contractor to control quality and document that control. Site Safety inspections and environmental concerns are an integral part of construction quality and are therefore also included on these reports.

The Contractor's reports provide the written record of job progress, control inspections, and tests. It is therefore critical that the Contractor's reports are correct and timely. These reports are the official record of work performance and compliance with drawings and specifications. The PM must obtain and review the Contractor's reports daily for accuracy and completeness. Any area(s) of disagreement must be resolved at the field level that day if possible. The PM should review these reports and ensure the QC/QA process is working.

The documentation that is generated by the QC System must be maintained in an orderly fashion. The QC Manager should maintain a series of 3-Ring binders for ready reference. These shall be arranged by specification section, and tabbed to include the following items:

- Milestone inspections arranged by Activity/Event Number for inspections conducted by the Contractor such as:
- Pre-closure inspections for walls/ceilings
- Mechanical/Electrical Room inspections
- Punch-out Inspections
- Pre-final and Final Inspection results
- Rework Items Lists
- Test Results
- Contract Modifications arranged in numerical order

2.14.1 Daily Reporting Requirements

The PM must submit daily reports. The Daily Report is documentation of the efforts expended and progresses made on a daily basis. Each entry in the Contractor Daily Report must tie to the



Exhibit A-2

Qualifications, Experience and Accountability

activity underway on the Project schedule and clearly identify the labor support on site for each subcontractor.

2.14.2 Other Contractor Reports & Documentation

There are a number of other records and schedules required for each project, in addition to the daily reports. They are a critical part of the overall written record of the contract.

2.14.2.1 Progress Schedule & Monthly Progress Report

The PM is required to provide an update of the approved progress schedule for the contract, and a report reflecting the progress to date with each invoice. These items are used in determining the valuation of the Contractor's progress payment. The Contractor is required to certify that he is invoicing only for work that meets the requirements of the contract.

2.14.2.2 Submittal Status Log

The submittal status log is a key part of the Contractor's QC System. The log shows the status of all shop drawings, certifications, and other submissions and shall be maintained at the project site. The log should be prepared on a standard computer spreadsheet or database. It shall show the specification paragraphs requiring a particular submittal, a description of the submittal, the early start date, who is the approver, and actual submission and approval dates on all actions.

2.14.2.3 Testing Plan and Log

The Contractor is required to prepare and maintain a Testing Plan and Log as part of the quality control documentation for the QC System. The plan should show the specification requirements, definable feature of work, required tests, sampling/testing by, test location and frequency. With this information the planned and current status of all required testing can be monitored by both the QC Manager and the PM. A sample Testing Plan and Log Form is provided as Appendix F.

2.14.2.4 Schedule of Values

The Schedule of Values is a document that is used to estimate progress payments. It is a



Exhibit A-2

Qualifications, Experience and Accountability

Payment tool and is not to be used as a firm basis in estimating change orders. The schedule of values may be deleted from the contract requirements when a cost-loaded network schedule is required by the contract or selected by the Contractor.

2.14.2.5 As-built Record of Materials Used in Buildings

The QC Manager is required to maintain an accurate record of the materials incorporated into the facility. Upon completion of construction the records must be filed.

2.14.2.6 As-built Record Drawings

Two, full size sets of drawings must be maintained on site and updated on a daily basis, showing all deviations made from the contract drawings, including buried or enclosed utilities and conditions revealed during construction. The PM must check the As-Builts each month. No progress payments should be made unless the As-Builts are certified to be up to date. Upon completion of construction the As-Built Drawings must be certified as accurate by the QC Manager and submitted to the Front Office for record purposes. For permanent below surface excavations, these As-Builts shall include a laser-scan or similar type documentation of the final excavated structure.

2.14.2.7 Rework Items List

The list should indicate the date identified, description of each deficiency, contract requirement, action taken, resolution and the date corrected. The QC Manager should establish an agenda item to review the progress of actions to correct the items identified on the rework list. The QC Manager should not be required to record a deficiency that is corrected on the same day it is discovered. The QC Manager should not allow the adding to, building upon or enclosing of nonconforming work. A sample format for a Rework Items List is shown in Appendix G.

2.15 Non-Compliance

Specific actions are required on the part of the QC Organization in instances where non-compliance is encountered. The primary focus of the QC System is prevention. When this fails and non-compliance is encountered, the QC organization must identify, document, and



CONTROLS, INC.

info@metrocontrols.com
www.metrocontrols.com

Building Automation – Temperature Controls – Systems Integration – Energy Services

Exhibit A-2

Qualifications, Experience and Accountability

correct the non-compliance.

The PM must take decisive actions if the Contractor's QC Organization is not effective, and an unacceptable number of non-compliance issues are identified.

CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section B

Workplace Safety

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.
 - **Refence Exhibit B-1**

2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
 - **EMR of 0.90 (2022-2023)**
 - **Refence Exhibit B-2 – EMR Rate Letter**

3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
 - **Refence Exhibit B-3**

4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.
 - **Refence Exhibit B-3**



**Exhibit B-1
Workplace Safety**

For HELP, call 248-352-9810 Mon-Fri 7:30am-4:00pm ET
September 30, 2022

Employee ID: C37720661
 Employee Name: Hazelton, Jake
 MUST Project: None (000)
 Company Name: Metro Environmental, Inc. (MTO)
 Craft: Contractor Rep.
 Local:

Drug Test	Completion Date	Expiration Date	Status
	Jul 14, 2022	Jul 14, 2023	Current
Learning Modules	Completion Date	Expiration Date	Status
Aerial Lifts	Mar 24, 2022	Mar 23, 2026	Current
Concrete and Masonry	Mar 24, 2022	Mar 23, 2026	Current
Confined Space Hazards	Apr 4, 2022	Apr 3, 2026	Current
Construction Worker Orientation (OSHA)	Apr 4, 2022	Apr 3, 2026	Current
Crane Safety	Apr 4, 2022	Apr 3, 2026	Current
Electrical Safety/Lockout-Tagout	Apr 4, 2022	Apr 3, 2026	Current
Fall Protection	Apr 4, 2022	Apr 3, 2026	Current
Fire Protection and Prevention	Apr 4, 2022	Apr 3, 2026	Current
Hand and Power Tool Safety	Apr 4, 2022	Apr 3, 2026	Current
Hazard Communication	Apr 4, 2022	Apr 3, 2026	Current
Health Hazards in Construction	Apr 4, 2022	Apr 3, 2026	Current
Ladder Safety	Apr 4, 2022	Apr 3, 2026	Current
Material Handling	Apr 4, 2022	Apr 3, 2026	Current
Personal Protective Equipment	Apr 4, 2022	Apr 3, 2026	Current
Rigging	Apr 4, 2022	Apr 3, 2026	Current
Scaffolding	Apr 4, 2022	Apr 3, 2026	Current
Trenching and Excavation	Apr 4, 2022	Apr 3, 2026	Current
Welding	Apr 4, 2022	Apr 3, 2026	Current

Total Completions: 18

Other Training, Licenses, & Certifications Completion Date Expiration Date Status

No other test results, licenses, or certifications.

1. Employers are responsible for the safety of their employees on the job
2. MUST™ safety awareness training does not qualify you as a "competent" person
3. MUST™ Safety Program does not provide all training that may be necessary by state and federal regulation



**Exhibit B-1
Workplace Safety**

For HELP, call 248-352-9810 Mon-Fri 7:30am-4:00pm ET
September 30, 2022

Employee ID: C37601921
 Employee Name: Canchola, Joe
 MUST Project: None (000)
 Company Name: Metro Environmental, Inc. (MTO)
 Craft: Electricians
 Local: 58

Drug Test	Completion Date	Expiration Date	Status
	Apr 18, 2022	Apr 18, 2023	Current
Learning Modules	Completion Date	Expiration Date	Status
Aerial Lifts	Apr 26, 2022	Apr 25, 2026	Current
Concrete and Masonry	Apr 26, 2022	Apr 25, 2026	Current
Confined Space Hazards	Apr 27, 2022	Apr 26, 2026	Current
Construction Worker Orientation (OSHA)	Apr 27, 2022	Apr 26, 2026	Current
Crane Safety	Apr 27, 2022	Apr 26, 2026	Current
Electrical Safety/Lockout-Tagout	Apr 27, 2022	Apr 26, 2026	Current
Fall Protection	Apr 28, 2022	Apr 27, 2026	Current
Fire Protection and Prevention	Apr 28, 2022	Apr 27, 2026	Current
Hand and Power Tool Safety	Apr 28, 2022	Apr 27, 2026	Current
Hazard Communication	Apr 28, 2022	Apr 27, 2026	Current
Health Hazards in Construction	Apr 29, 2022	Apr 28, 2026	Current
Ladder Safety	Apr 29, 2022	Apr 28, 2026	Current
Material Handling	Apr 29, 2022	Apr 28, 2026	Current
Personal Protective Equipment	Apr 29, 2022	Apr 28, 2026	Current
Rigging	Apr 29, 2022	Apr 28, 2026	Current
Scaffolding	Apr 29, 2022	Apr 28, 2026	Current
Trenching and Excavation	Apr 29, 2022	Apr 28, 2026	Current
Welding	Apr 29, 2022	Apr 28, 2026	Current
Total Completions: 18			
Other Training, Licenses, & Certifications	Completion Date	Expiration Date	Status
COVID-19 Jobsite Best Practices (Video)	Apr 26, 2022		In Progress

1. Employers are responsible for the safety of their employees on the job
 2. MUST™ safety awareness training does not qualify you as a "competent" person
 3. MUST™ Safety Program does not provide all training that may be necessary by state and federal regulation



Exhibit B-1
Workplace Safety

For HELP, call 248-352-9810 Mon-Fri 7:30am-4:00pm ET
September 30, 2022

Employee ID: C00016982
 Employee Name: Kogelmann, Thomas
 MUST Project: None (000)
 Company Name: Metro Environmental, Inc. (MTO)
 Craft: Electricians
 Local: 58

	Completion Date	Expiration Date	Status
Drug Test	Apr 22, 2022	Apr 22, 2023	Current
Learning Modules	Completion Date	Expiration Date	Status
Aerial Lifts	Dec 18, 2018	Dec 17, 2022	Current
Concrete and Masonry	Dec 18, 2018	Dec 17, 2022	Current
Confined Space Hazards	Dec 18, 2018	Dec 17, 2022	Current
Construction Worker Orientation (OSHA)	Dec 20, 2018	Dec 19, 2022	Current
Crane Safety	Dec 20, 2018	Dec 19, 2022	Current
Electrical Safety/Lockout-Tagout	Dec 20, 2018	Dec 19, 2022	Current
Fall Protection	Dec 20, 2018	Dec 19, 2022	Current
Fire Protection and Prevention	Dec 20, 2018	Dec 19, 2022	Current
Hand and Power Tool Safety	Dec 20, 2018	Dec 19, 2022	Current
Hazard Communication	Jan 23, 2019	Jan 22, 2023	Current
Health Hazards in Construction	Jan 23, 2019	Jan 22, 2023	Current
Ladder Safety	Feb 7, 2019	Feb 6, 2023	Current
Material Handling	Feb 7, 2019	Feb 6, 2023	Current
Personal Protective Equipment	Feb 7, 2019	Feb 6, 2023	Current
Rigging	Feb 7, 2019	Feb 6, 2023	Current
Scaffolding	Feb 7, 2019	Feb 6, 2023	Current
Trenching and Excavation	Feb 7, 2019	Feb 6, 2023	Current
Welding	Feb 7, 2019	Feb 6, 2023	Current
Total Completions: 18			
Other Training, Licenses, & Certifications	Completion Date	Expiration Date	Status
OSHA 30	Jan 14, 2014		Current

1. Employers are responsible for the safety of their employees on the job
2. MUST™ safety awareness training does not qualify you as a "competent" person
3. MUST™ Safety Program does not provide all training that may be necessary by state and federal regulation



Exhibit B-1
Workplace Safety

For HELP, call 248-352-9810 Mon-Fri 7:30am-4:00pm ET
September 30, 2022

Employee ID: C00007289
Employee Name: Timko, Steven
MUST Project: None (000)
Company Name: Metro Environmental, Inc. (MTO)
Craft: Pipefitters
Local: 636

Drug Test	Completion Date	Expiration Date	Status
	Jan 25, 2022	Jan 25, 2023	Current
Learning Modules	Completion Date	Expiration Date	Status
Aerial Lifts	Dec 23, 2020	Dec 22, 2024	Current
Concrete and Masonry	Dec 27, 2020	Dec 26, 2024	Current
Confined Space Hazards	Dec 23, 2020	Dec 22, 2024	Current
Construction Worker Orientation (OSHA)	Dec 27, 2020	Dec 26, 2024	Current
Crane Safety	Dec 25, 2020	Dec 24, 2024	Current
Electrical Safety/Lockout-Tagout	Dec 24, 2020	Dec 23, 2024	Current
Fall Protection	Dec 25, 2020	Dec 24, 2024	Current
Fire Protection and Prevention	Dec 23, 2020	Dec 22, 2024	Current
Hand and Power Tool Safety	Dec 25, 2020	Dec 24, 2024	Current
Hazard Communication	Dec 23, 2020	Dec 22, 2024	Current
Health Hazards in Construction	Dec 29, 2020	Dec 28, 2024	Current
Ladder Safety	Dec 24, 2020	Dec 23, 2024	Current
Material Handling	Dec 28, 2020	Dec 27, 2024	Current
Personal Protective Equipment	Dec 26, 2020	Dec 25, 2024	Current
Rigging	Dec 28, 2020	Dec 27, 2024	Current
Scaffolding	Dec 30, 2020	Dec 29, 2024	Current
Trenching and Excavation	Dec 30, 2020	Dec 29, 2024	Current
Welding	Dec 29, 2020	Dec 28, 2024	Current
			Total Completions: 18
Other Training, Licenses, & Certifications	Completion Date	Expiration Date	Status
First Aid - valid 2 years	Oct 3, 2021	Oct 3, 2023	Current

1. Employers are responsible for the safety of their employees on the job
2. MUST™ safety awareness training does not qualify you as a "competent" person
3. MUST™ Safety Program does not provide all training that may be necessary by state and federal regulation

Exhibit B-1
Workplace Safety

Certificate of Completion

Presented to:

Eric Reppke


On 02/11/2017, ERIC REPPKE successfully completed the
30-Hour OSHA Outreach Training Course for the Construction Industry.

OSHA TRAINING
INSTITUTE
EDUCATION CENTER

USF

UNIVERSITY OF
SOUTH FLORIDA

**American
Safety Council**


OSHA Authorized Trainer

As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

Exhibit B-1
Workplace Safety





Exhibit B-2
Workplace Safety

May 31, 2022

Metro Controls, Inc.
22660 15 Mile Road
Clinton Township, MI 48035-3100

RE: Workers' Compensation Experience Modification

To Whom It May Concern:

Per your request, listed below are your experience modifications for the current and past 2 years.

6/1/2022 to 6/1/2023 - .90

6/1/2021 to 6/1/2022 - .90

6/1/2020 to 6/1/2021 - .89

If you should need any additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Denise M. Corrin".

Denise M. Corrin
Senior Account Manager
dcorrin@vtcins.com

Confidence. *For What's Next.*[™]

Exhibit B-3
Workplace Safety

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2021



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
7	0
(K)	(L)

Injury and Illness Types

Total number of (M)	
(1) Injuries	1
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 59 minutes per response, including time to review the instructions, search and gather the data needed, and complete, and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact U.S. Department of Labor, OSHA's Office of Statistical Analysis, Room N-7044, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information
Your establishment name Metro Controls, Inc.

Street 22660 15 Mile Rd.
City Clinton Twp. State MI Zip 48035

Industry description (e.g., *Manufacture of motor truck trailers*)
Temperature Controls

Standard Industrial Classification (SIC), if known (e.g., 3713)
OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)
Annual average number of employees 89
Total hours worked by all employees last year 143495

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Principal
City/county executive Title
Phone 586-790-2500 Date 01-12-2022

Save Input

Exhibit B-3
Workplace Safety

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Metro Controls, Inc.
City Clinton Township State MI

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Select the "injury" column or choose one type of illness:									
(A) Case no.	(B) Employee's name	(C) Job title <i>e.g., Worker</i>	(D) Date of injury or onset of illness <i>e.g., 2/10</i>	(E) Where the event occurred <i>e.g., Loading dock in ink can</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>e.g., No. 001 degree burn on right forearm from a cyclohexane</i>	SELECT ONLY ONE box for each case based on the most serious outcome for that case:				Remained at Work		Away from work		(M)							
						Death (G)	Days away from work or restriction (H)	Job transfer or restriction (I)	Other recordable cases (J)	Days away from work (K)	On job transfer or restriction (L)	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days
<input type="button" value="Reset"/>	1	Matthew Carlin	Electrician	4 / 21 <small>month</small>	Electrical Room	came down off ladder to move it and knee buckled	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	7 days	0 days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="button" value="Reset"/>							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Page totals						0	1	0	0	7	0	1	0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering the data, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Office, Directorate for Information Operations and Reports, Paperwork Project, Washington, DC 20503-2900.

Exhibit B-3
Workplace Safety

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3144, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Metro Controls, Inc.

Street 22660 15 Mile Rd.

City Clinton Twp. State MI Zip 48035

Industry description (e.g., *Manufacture of motor truck trailers*)

Temperature Controls

Standard Industrial Classification (SIC), if known (e.g., 3723)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 82

Total hours worked by all employees last year 128337

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Principal
Company executive Title
Phone 586-790-2500 Date 01.20.21

Save Input

**Exhibit B-3
Workplace Safety**

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 00

U.S. Department of Labor
Occupational Safety and Health Administration



You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name **Metro Controls, Inc.**
City **Clinton Twp.** State **MI**

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Select the "injury" column or choose one type of illness:								
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetone torch)	SELECT ONLY ONE box for each case based on the most serious outcome for that case:														
						Remained at Work				Away from work	On job transfer or restriction	(M)								
						Death	Days away from work or restriction	Job transfer or restriction	Other recordable cases	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/ month / day			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	___ days	___ days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Page totals						0	0	0	0			0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 24 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington Headquarters Service, Room 1224, 1215 Jefferson Avenue, NW, Washington, DC 20503. Do not send the completed form to this office.

Save Input

Add a Form Page

Exhibit B-3
Workplace Safety

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the Free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration



You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Metro Controls, Inc.

City Clinton Twp. State MI

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Select the "injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Worker)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree laceration on right forearm from overjerked hand)	SELECT ONLY ONE box for each case based on the most serious outcome for that case.				Away from work	On job transfer or restriction	(M)					
						Remained at Work				(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			Injury	Skin disorder	Respiratory condition	Fracture	Hearing loss	All other illnesses
Reset 1	THOMAS KOEGLMANN	Electrician	8 / 2 month / day	ANCHOR BAY MIDDLE SCHOOL - NORTH	Fall from ladder caused shoulder injury	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	49 days	0 days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset			/			<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Page totals						0	1	0	0	49	0	1	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates, or any other aspect of this data collection, contact the U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Save Input Add a Form Page

Exhibit B-3
Workplace Safety

OSHA's Form 300A (Rev. 01/2004)

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 19



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0174

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
49	0
(K)	(L)

Injury and Illness Types			
Total number of			
(M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Metro Controls, Inc.

Street 22660 15 Mile Rd.

City Clinton Twp. State MI Zip 48035

Industry description (e.g., Manufacture of motor truck trailers)

Temperature Controls

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 78

Total hours worked by all employees last year 150800

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title

Phone 586-790-2500

Date 1 / 2 / 20

Save Input

Exhibit B-3
Workplace Safety

OSHA's Form 301
**Injury and Illness
Incident Report**

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy the printout or insert additional form pages in the PDF, and then use as many as you need.

Information about the employee

- 1) Full name THOMAS KEOGLMANN
- 2) Street 4138 HOUGH RD
- 3) City DRYDEN State MI ZIP 48428
- 4) Date of birth 7 8 1979
Month Day Year
- 5) Date hired 5 23 2016
Month Day Year
- Male Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional
RYAN SIWIEC, DO
- 7) If treatment was given away from the worksite, where was it given?
Facility CENTER FOR ADVANCED ORTHOPEDICS AND SPORTS MEDICINE
Street 3100 CROSS CREEK PARKWAY
City AUBURN HILLS State MI ZIP 48326

- 8) Was employee treated in an emergency room?
 Yes
 No
- 9) Was employee hospitalized overnight as an in-patient?
 Yes
 No

Information about the case

- 10) Case number from the Log 1 (Transfer the case number to the Log after you record the case.)
- 11) Date of injury or illness 8 2 2019
Month Day Year
- 12) Time employee began work 6:00 @ AM PM Check if time cannot be determined
- 13) Time of event 2:30 AM PM Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Employee was installing MC Cable into junction box
- 15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
Employee was electrocuted and fell 6ft off of ladder
- 16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Employee injured shoulder
- 17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
Concrete floor
- 18) If the employee died, when did death occur? Date of death
Month Day Year

Completed by John Mollicone
Title Principal
Phone 586 - 790 - 2500 Date 11 13 2019
Month Day Year

Save Input

Add a Form Page

Reset

Exhibit B-3
Workplace Safety

Optional

Calculating Injury and Illness Incidence Rates

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, and for both rates the instructions in paragraph (c).

(a) To find out the total number of recordable injuries and illnesses that occurred during the year, count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (G), (H), (I), and (J).

(b) To find out the number of injuries and illnesses that involved days away from work, count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) The number of hours all employees actually worked during the year. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

$$\text{Total number of injuries and illnesses} \times 200,000 \div \text{Number of hours worked by all employees} = \text{Total recordable case rate}$$

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

$$\text{(Number of entries in column H} + \text{Number of entries in column I)} \times 200,000 \div \text{Number of hours worked by all employees} = \text{DART incidence rate}$$

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by

various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses		Number of hours worked by all employees		Total recordable case rate
1	X 200,000	150800	=	1.33

Number of entries in Column H + Column I		Number of hours worked by all employees		DART incidence rate
1	X 200,000	150800	=	1.33



CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section C

Workforce Development

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 to 1 ratio
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
 - **Refence Exhibit C-1:**
 - 252 Inside Wireman Wage Letter 2022
 - Inside Labor Cost Study
3. Documentation that 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 USDOL Office of Apprenticeship.
 - **Refence Exhibit C-2: Apprenticeship & Training**

Exhibit C-1:

WAGE LETTER

Inside Wireman

SouthCentral Division, Michigan Chapter, NECA/Local Union #252, IBEW

\$2.38 package increase for 2022

\$0.75 increase to Health Plan

Effective May 30, 2022 thru May 28, 2023

	Journeyman	Foreman	General Foreman	Journeyman 2nd shift	Journeyman 3rd shift	Foreman 2nd shift	General Foreman 2nd shift	Foreman 3rd shift	General Foreman 3rd shift
Base Rate	43.28	49.77	54.10	50.77	56.87	58.38	63.46	65.40	71.09
Vacation (15%)*	6.49	7.47	8.12	7.62	8.53	8.76	9.52	9.81	10.66
Health Plan	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
<i>Pension DB = 12% (5.19) + Pension Compliance Contribution (3.00**):</i>									
Pension - Defined Benefit	8.19	8.19	8.19	8.19	8.19	8.19	8.19	8.19	8.19
Pension - Defined Contribution (10%)	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33
NEBF - 3%	1.49	1.72	1.87	1.75	1.96	2.01	2.19	2.26	2.45
Training (2.0%)	0.87	1.00	1.08	1.02	1.14	1.17	1.27	1.31	1.42
School (2.0%)	0.87	1.00	1.08	1.02	1.14	1.17	1.27	1.31	1.42
LMCF	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
LMCF (drug/safety - employer)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
LMCF (drug/safety - employee)	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
	75.68	83.64	88.93	84.86	92.32	94.17	100.39	102.77	109.72
National LMCF	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Administrative Maintenance Fund	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25

Apprentices:

	1st	2nd	3rd	4th	5th	6th
	40%	50%	60%	70%	80%	90%
Base Rate	17.31	21.64	25.97	30.30	34.62	38.95
Vacation (15%)	2.60	3.25	3.90	4.55	5.19	5.84
Health Plan	10.00	10.00	10.00	10.00	10.00	10.00
<i>Pension DB = 12% (5.19) + Pension Compliance Contribution (3.00**):</i>						
Pension	8.19	8.19	8.19	8.19	8.19	8.19
Annuity	4.33	4.33	4.33	4.33	4.33	4.33
NEBF - 3%	0.60	0.75	0.90	1.05	1.19	1.34
Training (2.0%)	0.00	0.43	0.52	0.61	0.69	0.78
School (2.0%)	0.00	0.43	0.52	0.61	0.69	0.78
LMCF	0.08	0.08	0.08	0.08	0.08	0.08
LMCF (drug/safety - employer)	0.05	0.05	0.05	0.05	0.05	0.05
LMCF (drug/safety - employee)	0.03	0.03	0.03	0.03	0.03	0.03
	43.19	49.18	54.49	59.80	65.06	70.37
National LMCF	0.01	0.01	0.01	0.01	0.01	0.01
Administrative Maintenance Fund	0.25	0.25	0.25	0.25	0.25	0.25

Fringe benefit contributions are as follows:

Vacation/Holiday/SUB – 15% of base earnings (added to base), subject to withholding & Social Security taxes

Health & Welfare – \$10.00 per hour, contributed by Employer for all employees

Defined Benefit Plan – 12% of journeyman base rate per hour **plus** \$3.00** per hour (pension compliance contribution)

****Please note: The Pension Compliance Contribution rate is \$3.00 per hour added to the existing 12% pension for all employees.**

To keep the pension in compliance with Federal pension law.

Defined Contribution Plan – 10% of journeyman base rate per hour for all employees

NEBF – 3% of gross wages for all employees

Training – 2% of base monthly labor payroll

School – 2% of base monthly labor payroll

NLMCF (National Labor-Management Cooperation Fund): \$0.01 per hour worked for all employees

NECA (National Electrical Contractors Association): 1.1% of gross payroll contributed by the employer. This is paid by NECA members only.

AMF (Administrative Maintenance Fund): \$0.25 per hour worked, contributed by the employer

Exhibit C-1

SOUTHEASTERN MICHIGAN CHAPTER, N.E.C.A.
Inside Apprentice Labor Cost Figures - Per Hour Direct Labor and Fringe Benefits
September 18, 2022 - July 1, 2023
PREALLOCATION

	1st Period (45%) Apprentice	2nd Period (50%) Apprentice	3rd Period (55%) Apprentice	4th Period (60%) Apprentice	5th Period (65%) Apprentice	6th Period (75%) Apprentice
Apprentice Scale	\$21.83	\$24.26	\$26.69	\$29.11	\$31.54	\$36.39
Elec. Wrks. Ins. Fund	7.50	7.50	7.50	7.50	7.50	7.50
Elec. Wrks. Pens. Fund	12.00	12.00	12.00	12.00	12.00	12.00
Elec. Wrks. SUB Fund	0.10	0.10	0.10	0.10	0.10	0.10
Elec. Trng. Fund	0.65	0.65	0.65	0.65	0.65	0.65
Elec. Ind. Fund 1%	0.22	0.24	0.27	0.29	0.32	0.36
Annuity Fund	4.50	4.50	4.50	4.50	4.50	4.50
Nat'l Elec. Ben. Fund 3%	0.66	0.73	0.80	0.87	0.95	1.09
Nat'l LMCC	0.01	0.01	0.01	0.01	0.01	0.01
Local LMCC	0.20	0.20	0.20	0.20	0.20	0.20
S.M.C.A.F. .6%	0.13	0.15	0.16	0.17	0.19	0.22
F.I.C.A. Medicare 1.45%	0.32	0.35	0.39	0.42	0.46	0.53
F.I.C.A. Retirement 6.20%	1.35	1.50	1.65	1.80	1.96	2.26
~Mich. Unemployment*	2.77	3.08	3.39	3.70	4.01	4.62
Federal Unemployment**	0.13	0.15	0.16	0.17	0.19	0.22
~Workers Comp. \$3.89	0.85	0.94	1.04	1.13	1.23	1.42
~B.I. & P.D. Insurance***	0.83	0.92	1.01	1.10	1.20	1.38
Total Fringe Cost	\$32.22	\$33.02	\$33.83	\$34.63	\$35.47	\$37.06
Total Composite Cost	\$54.05	\$57.28	\$60.52	\$63.72	\$67.01	\$73.45
Fringe Percentage of Package	59.60%	57.65%	55.89%	54.36%	52.93%	50.46%

- ~ Indicates variable items, change for your costs
- * Using average of 12.70%, first \$9500 (includes 2015 obligation assessment)
- ** .6% first \$7,000 combined FUTA taxes (Penalty Rate) - Standard Rate = .06
- *** Based on Manual Rate - \$3.79 per \$100 payroll for Bodily Injury with limit of \$500,000 and Property Damage with limit of \$500,000 - Your Actual Costs May Vary

This Labor Cost Study describes your fixed labor cost and related cost for the current union contract year. It obviously does not set forth your total labor cost. How you compute your own labor cost for bidding or for any purpose is a matter of your independent judgement. NECA believes that an informed competitor is a vigorous competitor. It is with that spirit that this information is compiled for you.

Association Service Charge (Elec. Ind. Fund 1%) payable by NECA Members only

SOUTHEASTERN MICHIGAN CHAPTER, N.E.C.A.
 Inside Electrician Labor Cost Figures - Per Hour Direct Labor and Fringe Benefits
 SEPTEMBER 18, 2022 - JULY 01, 2023
 REALLOCATION

Exhibit C-1

	STRAIGHT TIME		TIME AND ONE HALF		DOUBLE TIME		SECOND SHIFT 10%		THIRD SHIFT 15%		SECOND SHIFT 10% PLUS TIME AND ONE HALF		THIRD SHIFT 15% PLUS TIME AND ONE HALF	
	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE
JOURNEYMAN														
WAGES, FRINGES, AND TAXES														
Journeyman Scale	\$48.52	\$48.52	\$72.78	\$72.78	\$97.04	\$97.04	\$56.93	\$56.93	\$63.77	\$63.77	\$85.40	\$85.40	\$95.66	\$95.66
Elec. Wrks. Ins. Fund	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Elec. Wrks. Pens. Fund	12.00	12.00	15.60	15.60	15.60	15.60	12.00	12.00	12.00	12.00	15.60	15.60	15.60	15.60
Elec. Wrks. SUB Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Elec. Trng. Fund	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Elec. Ind. Fund 1%	0.49	0.49	0.73	0.73	0.97	0.97	0.57	0.57	0.64	0.64	0.85	0.85	0.96	0.96
Annuity Fund	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Nat'l Elec. Ben. Fund 3%	1.46	1.46	2.18	2.18	2.91	2.91	1.71	1.71	1.91	1.91	2.56	2.56	2.87	2.87
Nat'l LMCC	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Local LMCC	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
S.M.C.A.F. .05%	0.29	0.29	0.44	0.44	0.58	0.58	0.34	0.34	0.38	0.38	0.51	0.51	0.57	0.57
F.I.C.A. Medicare 1.45%	0.70	0.70	1.06	1.06	1.41	1.41	0.83	0.83	0.92	0.92	1.24	1.24	1.39	1.39
F.I.C.A. Retirement 6.20%	3.01	3.01	4.51	4.51	6.02	6.02	3.53	3.53	3.95	3.95	5.29	5.29	5.93	5.93
~Mich. Unemployment**	6.16	0.57	9.24	0.57	12.32	0.57	7.23	0.57	8.10	0.57	10.85	0.57	12.15	0.57
Federal Unemployment**	0.79	0.02	0.44	0.02	0.58	0.02	0.94	0.02	0.38	0.02	0.51	0.02	0.57	0.02
~Workers Comp.	1.89	1.89	2.83	2.83	3.77	3.77	2.21	2.21	2.48	2.48	3.32	3.32	3.72	3.72
~B.I. & P.D. Insurance***	1.84	1.84	2.76	2.76	3.68	3.68	2.16	2.16	2.42	2.42	3.24	3.24	3.63	3.63
Total Fringe Cost	\$41.09	\$35.23	\$52.75	\$43.66	\$60.80	\$48.49	\$43.88	\$36.90	\$46.14	\$38.25	\$56.93	\$46.16	\$60.35	\$48.22
Total Composite Cost	\$89.61	\$83.75	\$125.53	\$116.44	\$157.84	\$145.53	\$100.81	\$93.83	\$109.91	\$102.02	\$142.33	\$131.56	\$156.01	\$143.88
Fringe Percentage of Package	45.86%	42.07%	42.02%	37.49%	38.52%	33.32%	43.53%	39.33%	41.98%	37.49%	40.00%	35.09%	38.68%	33.51%
FOREMAN \$2.50 (3 employees on line)														
WAGES, FRINGES, AND TAXES														
Foreman Scale	\$51.02	\$51.02	\$76.53	\$76.53	\$102.04	\$102.04	\$59.86	\$59.86	\$67.05	\$67.05	\$89.79	\$89.79	\$100.58	\$100.58
Elec. Wrks. Ins. Fund	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Elec. Wrks. Pens. Fund	12.00	12.00	15.60	15.60	15.60	15.60	12.00	12.00	12.00	12.00	15.60	15.60	15.60	15.60
Elec. Wrks. SUB Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Elec. Trng. Fund	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Elec. Ind. Fund 1%	0.51	0.51	0.77	0.77	1.02	1.02	0.60	0.60	0.67	0.67	0.90	0.90	1.01	1.01
Annuity Fund	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Nat'l Elec. Ben. Fund 3%	1.53	1.53	2.30	2.30	3.06	3.06	1.80	1.80	2.01	2.01	2.69	2.69	3.02	3.02
Nat'l LMCC	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Local LMCC	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
S.M.C.A.F. .05%	0.31	0.31	0.46	0.46	0.61	0.61	0.36	0.36	0.40	0.40	0.54	0.54	0.60	0.60
F.I.C.A. Medicare 1.45%	0.74	0.74	1.11	1.11	1.48	1.48	0.87	0.87	0.97	0.97	1.30	1.30	1.46	1.46
F.I.C.A. Retirement 6.20%	3.16	3.16	4.74	4.74	6.33	6.33	3.71	3.71	4.16	4.16	5.57	5.57	6.24	6.24
~Mich. Unemployment**	6.48	0.57	9.72	0.57	12.96	0.57	7.60	0.57	8.52	0.57	11.40	0.57	12.77	0.57
Federal Unemployment**	0.31	0.02	0.46	0.02	0.61	0.02	0.96	0.02	0.40	0.02	0.54	0.02	0.60	0.02
~Workers Comp.	1.98	1.98	2.98	2.98	3.97	3.97	2.33	2.33	2.61	2.61	3.49	3.49	3.91	3.91
~B.I. & P.D. Insurance***	1.93	1.93	2.90	2.90	3.87	3.87	2.27	2.27	2.54	2.54	3.40	3.40	3.81	3.81
Total Fringe Cost	\$41.91	\$35.71	\$54.00	\$44.41	\$62.47	\$49.49	\$44.86	\$37.48	\$47.24	\$36.91	\$56.39	\$47.04	\$61.38	\$49.20
Total Composite Cost	\$92.93	\$86.73	\$130.53	\$120.94	\$164.51	\$151.53	\$104.72	\$97.35	\$114.29	\$105.96	\$145.18	\$136.83	\$162.56	\$149.78
Fringe Percentage of Package	45.10%	41.17%	41.57%	36.72%	37.97%	32.66%	42.84%	38.50%	41.33%	36.72%	39.40%	34.38%	38.13%	32.85%

- Indicates variable items, change for your costs
 * Using average of 12.70%, first \$2000 (includes 2015 obligation assessment)
 ** 1% first \$7,000 combined FUTA taxes (Penalty Rate) - Standard Rate = 0%
 *** Based on Manual Rate - \$3.78 per \$1000 payroll for Body Injury with limit of \$500,000 and Property Damage with limit of \$500,000 - Your Actual Costs May Vary

Association Service Charge (Elec. Ind. Fund 1%) payable by NECA members only

This Labor Cost Study describes your fixed labor cost and related cost for the current union contract year. It obviously does not set forth your total labor cost. How you compare your own labor cost for bidding or for any purpose is a matter of your independent judgment. NECA believes that an informed competitor is a vigorous competitor. It is with that spirit that the information is compiled for you.

SOUTHEASTERN MICHIGAN CHAPTER, N.E.C.A.
 Inside Electrician Labor Cost Figures - Per Hour Direct Labor and Fringe Benefits
 SEPTEMBER 18, 2022 - JULY 01, 2023
 PREALLOCATION

Exhibit C-1

	STRAIGHT TIME		TIME AND ONE HALF		DOUBLE TIME		SECOND SHIFT 10%		THIRD SHIFT 15%		SECOND SHIFT 10% + OVER TIME RATE		THIRD SHIFT 15% + OVER TIME RATE	
	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE	SHORT TERM EMPLOYEE	LONG TERM EMPLOYEE
FOREMAN <i>(More than 3 employees)</i>														
WAGES, FRINGES, AND TAXES														
Foreman Scale	\$53.37	\$53.37	\$80.06	\$80.06	\$106.74	\$106.74	\$62.62	\$62.62	\$70.14	\$70.14	\$93.93	\$93.93	\$105.21	\$105.21
Elec. Wrks. Ins. Fund	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Elec. Wrks. Pens. Fund	12.00	12.00	15.60	15.60	15.60	15.60	12.00	12.00	12.00	12.00	15.60	15.60	15.60	15.60
Elec. Wrks. SUB Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Elec. Trng. Fund	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Elec. Ind. Fund 1%	0.53	0.53	0.80	0.80	1.07	1.07	0.63	0.63	0.70	0.70	0.94	0.94	1.05	1.05
Annuity Fund	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Nat'l Elec. Ben. Fund 3%	1.60	1.60	2.40	2.40	3.20	3.20	1.88	1.88	2.10	2.10	2.82	2.82	3.16	3.16
Nat'l LMCC	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Local LMCC	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
S.M.C.A.F. .6%	0.32	0.32	0.48	0.48	0.64	0.64	0.38	0.38	0.42	0.42	0.56	0.56	0.63	0.63
F.I.C.A. Medicare 1.45%	0.77	0.77	1.16	1.16	1.55	1.55	0.92	0.92	1.02	1.02	1.36	1.36	1.53	1.53
F.I.C.A. Retirement 6.20%	3.31	3.31	4.96	4.96	6.62	6.62	3.88	3.88	4.35	4.35	5.82	5.82	6.52	6.52
~Mich. Unemployment*	6.78	6.57	10.17	9.57	13.56	12.67	7.95	7.57	8.91	8.57	11.93	11.36	13.36	12.67
Federal Unemployment**	0.32	0.02	0.48	0.02	0.64	0.02	0.38	0.02	0.42	0.02	0.56	0.02	0.63	0.02
~Workers Comp.	2.08	2.08	3.11	3.11	4.15	4.15	2.44	2.44	2.73	2.73	3.65	3.65	4.09	4.09
~B.I. & P.D. Insurance***	2.02	2.02	3.03	3.03	4.05	4.05	2.37	2.37	2.66	2.66	3.56	3.56	3.99	3.99
Total Fringe Cost	\$42.69	\$36.18	\$55.15	\$45.09	\$64.04	\$50.43	\$45.79	\$38.05	\$48.27	\$39.53	\$59.76	\$47.86	\$63.52	\$50.12
Total Composite Cost	\$96.06	\$89.55	\$135.21	\$125.15	\$170.78	\$157.17	\$108.41	\$100.67	\$118.41	\$109.67	\$153.69	\$141.79	\$168.73	\$155.33
Fringe Percentage of Package	44.44%	40.40%	40.79%	36.03%	37.50%	32.08%	42.24%	37.80%	40.76%	36.05%	38.89%	33.76%	37.65%	32.27%
LETTER FOREMAN (15%)														
WAGES, FRINGES, AND TAXES														
Journeyman Scale	\$55.80	\$55.80	\$83.70	\$83.70	\$111.60	\$111.60	\$65.47	\$65.47	\$73.34	\$73.34	\$98.21	\$98.21	\$110.01	\$110.01
Elec. Wrks. Ins. Fund	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Elec. Wrks. Pens. Fund	12.00	12.00	15.60	15.60	15.60	15.60	12.00	12.00	12.00	12.00	15.60	15.60	15.60	15.60
Elec. Wrks. SUB Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Elec. Trng. Fund	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65
Elec. Ind. Fund 1%	0.56	0.56	0.84	0.84	1.12	1.12	0.65	0.65	0.73	0.73	0.98	0.98	1.10	1.10
Annuity Fund	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Nat'l Elec. Ben. Fund 3%	1.67	1.67	2.51	2.51	3.35	3.35	1.96	1.96	2.20	2.20	2.95	2.95	3.30	3.30
Nat'l LMCC	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Local LMCC	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
S.M.C.A.F. .6%	0.33	0.33	0.50	0.50	0.67	0.67	0.39	0.39	0.44	0.44	0.59	0.59	0.66	0.66
F.I.C.A. Medicare 1.45%	0.81	0.81	1.21	1.21	1.62	1.62	0.95	0.95	1.06	1.06	1.42	1.42	1.60	1.60
F.I.C.A. Retirement 6.20%	3.46	3.46	5.19	5.19	6.92	6.92	4.06	4.06	4.55	4.55	6.09	6.09	6.82	6.82
~Mich. Unemployment*	7.09	6.57	10.63	9.57	14.17	12.67	8.31	7.57	9.31	8.57	12.47	11.36	13.97	12.67
Federal Unemployment**	0.33	0.02	0.50	0.02	0.67	0.02	0.39	0.02	0.44	0.02	0.59	0.02	0.66	0.02
~Workers Comp.	2.17	2.17	3.26	3.26	4.34	4.34	2.55	2.55	2.85	2.85	3.82	3.82	4.28	4.28
~B.I. & P.D. Insurance***	2.11	2.11	3.17	3.17	4.23	4.23	2.48	2.48	2.78	2.78	3.72	3.72	4.17	4.17
Total Fringe Cost	\$43.49	\$36.66	\$56.37	\$45.83	\$65.65	\$51.40	\$46.70	\$38.59	\$49.32	\$40.16	\$61.19	\$48.72	\$65.12	\$51.08
Total Composite Cost	\$99.29	\$92.46	\$140.07	\$129.53	\$177.25	\$163.00	\$112.17	\$104.06	\$122.66	\$113.50	\$159.40	\$146.93	\$175.13	\$161.09
Fringe Percentage of Package	43.80%	39.65%	40.25%	35.38%	37.04%	31.54%	41.63%	37.08%	40.21%	35.38%	38.99%	33.15%	37.19%	31.71%

- Indicates variable items, change for your costs
 - Using average of 12.70%, first \$8500 (includes 2015 obligation assessment)
 - 4% first \$7,500 contains PUTA Issues (Priority Rate) - Standard Rate = 0%
 - Based on Annual Rate = \$1.79 per \$100 (paid for 2023) with limit of \$500,000
 and Property Damage with limit of \$500,000 - Your Actual Costs May Vary

Association Service Charge (Elec. Ind. Fund 1%) payable by NECA Members only

This Labor Cost Study describes your fixed labor cost and related cost for the current Union contract year. It obviously does not set forth your total labor cost. How you compute your own labor cost for bidding or for any purpose is a matter of your independent judgment. NECA believes that an informed competitor is a vigorous competitor. It is with that spirit that this information is compiled for you.

Exhibit C-2

MEMORANDUM OF UNDERSTANDING

Apprenticeship and Training

This Memorandum of Understanding is made this first day of June 1995 by and between the Southeastern Michigan Chapter, NECA, Inc. and IBEW Local Union #58.

When requests for unindentured cannot be filled within 48 hours, the Employer may hire from any source (same wording as second paragraph of Article XII, Referral Procedure, Group IV.) Which reads: If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturday, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the apprentice or unindentured procedure, but such applicants, if hired, shall have the status of "temporary employees." The Employer shall notify the Business Manager and Administrator of the Apprentice School promptly of the name and replace such temporary employees as soon as an apprentice or registered unindentured is available for employment from the Apprentice School.

Electrical Maintenance Work

This Memorandum of Understanding is made this third day of July 2016 by and between the Southeastern Michigan Chapter, NECA, Inc. and IBEW Local Union 58.

In the interests of maintaining harmonious labor relations and promoting the mutual benefit of the electrical workers represented by IBEW Local Union 58 and the Employers who perform electrical contracting services within Southeastern Michigan, the parties to this Memorandum hereby commit themselves to the establishment of a Collective Bargaining Agreement that covers "Electrical Maintenance Work" as that term is commonly understood in the Industry.

Both parties pledge their "good faith effort is" toward successfully coming to terms on such an agreement and will use all means at their disposal toward that end.

Job Locations

This Memorandum of Understanding is made this fourteenth day of July 2019 by and between the Southeastern Michigan Chapter, NECA, Inc. and IBEW Local Union 58.

In the interest of partnering, market recovery, and collaboration for the mutual benefit of the electrical industry; the Employer agrees to notify the union within forty-eight (48) hours of commencement all jobs and their locations where five (5) or more members are assigned to work for two (2) or more consecutive weeks.

Exhibit C-2

(D) In the event that proper toilet facilities as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

(E) Where there is no drinking water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.

Sec. 8. Southeastern Michigan Chapter, NECA and Local Union #58, IBEW recognize a neat and clean appearance is important to reflect a positive image of NECA-IBEW to our customers. Clothing, hairstyle, and jewelry should be appropriate for the work environment. For safety reasons, articles of jewelry and clothing such as watch bands, bracelets, rings, key chains, necklaces, earrings, or cloth with conductive thread shall not be worn if there is a possibility of contacting exposed energized parts. Hair (including facial) shall be protected from moving machinery or operating equipment.

Sec. 9. Federal OSHA and Michigan MI-OSHA will be the governing safety rules for all construction projects.

Sec. 10. **SUBSTANCE ABUSE.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principals, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and NECA chapter to meet the requirements of those laws and regulations.

ARTICLE XI

APPRENTICESHIP AND TRAINING

Sec. 1. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six or eight members who shall serve as trustees to the local apprenticeship and training trust. An equal number of members (either three or four) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Exhibit C-2

Sec. 2. All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a three-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis and also upon the call of the Chairman.

Sec. 3. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Sec. 4. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing by the party they represent. A subcommittee member may or may not be a member of the JATC.

Sec. 5. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's job description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Sec. 6. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job-training assignments and for transferring apprentices from one Employer to another.

The Employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Sec. 7. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of

Exhibit C-2

apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Sec. 8 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 12.

Sec. 9. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Sec. 10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the Employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices, and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Sec. 11 The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Sec. 12. Each job site shall be allowed a ratio of one (1) apprentice for every one (1) journeyman wiremen.

The Employer shall be allowed a ratio of three (3) apprentices for every one (1) journeyman for prefabrication performed at the employer's shop facilities or at an offsite prefabrication facility.

The first person assigned to any job site shall be a journeyman wireman.

A job site is considered to be the physical location where employees report for their work assignments. The Employer's shop (service center) is considered to be a separate, single job site.

Exhibit C-2

All other physical locations where workers report for work are each considered to be a single, separate job site.

Sec. 13. An apprentice is to be under the supervision of a journeyman wireman at all times. This does not imply that the apprentice must always be in sight of a journeyman wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a journeyman wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Sec. 14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Sec. 15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Sec. 16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the Local Apprenticeship and Training Trust Agreement. The current rate of contribution is forty-eight cents (\$0.48) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section D

Social Equity and Sustainability

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. 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.
 - 0% in City of Ann Arbor / 5% in Washtenaw County
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
 - [Refence Exhibit D-1: EEO1_2021_GW02332_GW02332](#)
3. Evidence that the bidder is an equal opportunity employer and does not discriminate based on race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
 - [Refence Exhibit D-2: Metro Company Policy 07-25-19 - EEO Section](#)
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
 - [Refence Exhibit D-3: ALC sustainability](#)
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.
 - No environmental violations or penalties

CO= GW02332
 u= GW02332

Exhibit D-1

EQUAL EMPLOYMENT OPPORTUNITY
 2021 EMPLOYER INFORMATION REPORT EEO-1
 SINGLE ESTABLISHMENT REPORT

SECTION B - COMPANY IDENTIFICATION

1. METRO CONTROLS INC
 22660 15 MILE RD
 CLINTON TOWNSHIP, MI 48035

2.a. METRO CONTROLS INC
 22660 15 MILE RD
 CLINTON TOWNSHIP, MI 48035

c. EIN= 453829316

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- Y DUNS= 079237490

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238210 - Electrical Contractors and Other
 Wiring Installation Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
			*****MALE*****						*****FEMALE*****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	5	0	0	0	0	0	0	0	0	0	0	0	5
FIRST/MID OFFICIALS & MGRS	1	0	10	0	0	0	0	0	0	0	0	0	0	0	11
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	10	1	0	0	0	0	0	0	0	0	0	0	11
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	3	0	0	0	0	0	2	0	0	0	0	0	5
CRAFT WORKERS	0	0	38	5	0	0	0	0	0	0	0	0	0	0	43
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	0	66	6	0	0	0	0	2	0	0	0	0	0	75
PREVIOUS REPORT TOTAL															

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 11/8/2021 THRU 11/14/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: Metro Controls
 EMAIL: ktyler@metrocontrols.com
 EEO1 REPORT CONTACT PERSON: Metro Controls
 EMAIL: ktyler@metrocontrols.com

CERTIFIED DATE [EST]: 5/5/2022 3:06 PM

TITLE: Manager
 PHONE: 586-790-2500
 TITLE: Manager
 PHONE: 586-790-2500

Exhibit D-2

- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

An eligible employee is one who:

1. Works for a covered employer, 2. Has worked for the employer for at least 12 months as of the date the FMLA leave is to start, 3. Has at least 1,250 hours of service for the employer during the 12-month period immediately before the date the FMLA leave is to start (a different hours of service requirement applies to airline flight crew employees), and 4. Works at a location where the employer employs at least 50 employees within 75 miles of that worksite as of the date when the employee gives notice of the need for leave.

Section 2 Employment

Section 2.1 Subject: EEO Policy

Equal Opportunity Employer

Metro is an equal opportunity employer and complies with all applicable discrimination laws. Our Company will recruit, hire, train, and promote all persons without regard to race, color, sex, religion, national origin, age (40 and over), marital status, political belief, disability or history of disability (except where physical or mental abilities are a bona fide occupational qualification). We will base all decisions on employment so as to further the principle of equal employment opportunity. We will ensure that promotion decisions are in accordance with the principle of equal employment opportunity by imposing only valid requirements for promotional opportunities. Further, all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, and company sponsored training, education, tuition assistance, social, and recreational programs will be administered without regard to race, creed, color, religion, sex, national origin, age (40 or over), mental and physical condition, marital status, or political belief. If you believe you have been unlawfully discriminated against, immediately inform your supervisor. If you believe your supervisor is the source of the unlawful discrimination, or if the activity should continue, contact the EEO Director. You may also contact President of Metro. You can be assured that your complaint will be investigated.

Harassment Policy

Metro disapproves of sexual and other harassment of any employees whether it is by a co-worker, a manager, a customer, or a vendor. Sexual advances, requests for sexual favors, sexual or racial jokes, racial or ethnic slurs, and other harassing language or conduct have no place in our business. In addition, physical conduct of a sexual nature will not be

tolerated. It is expected that employees will treat each other with respect for their dignity. Sexual or other harassment, by any employee, is grounds for immediate termination.

Any employee who is subjected to such conduct or observes it is to contact the EEO Director, or the President of Metro. The Company will investigate the matter and take appropriate action. All employees are expected to cooperate with the investigation.

Failure to do so may lead to discipline, including termination. Information provided by the individual employee will be treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint. False information provided in the course of an investigation is grounds for discipline, including termination.

Open Communications

Metro welcomes the opportunity to consider any employee suggestions or problems. Accordingly, it maintains an open-door policy. Every employee is encouraged to speak with his or her supervisor whenever there is a question or concern. Your supervisor is the person in the best position to respond quickly and accurately. If you want further clarification, speak with the President of the Company.

Section 2.2 Subject: Employment Verification

Any inquiries that are received either by telephone or in writing regarding a present or past employee are to be referred to the Office Manager.

Under the Americans with Disabilities Act and the Family and Medical Leave Act, Metro is obliged to preserve the privacy of an employee.

Policy in this matter is that Metro will state only that a person is (was) employed with the Company, the dates of employment, and employee's title or position.

Only if an employee submits a request in writing will additional information be released. Additionally, the employee must provide in writing a release of Metro from any liability for responding to the request. This pertains to both present and past employees.

No statements will be made regarding eligibility for rehire.

Section 2.3 Subject: Access to Personnel Files

It is our Company's policy to respect individual privacy, and to maintain in confidence all information and records pertaining to employees to the extent

Automated Logic's energy solutions balance smart energy use with a comfortable work environment.

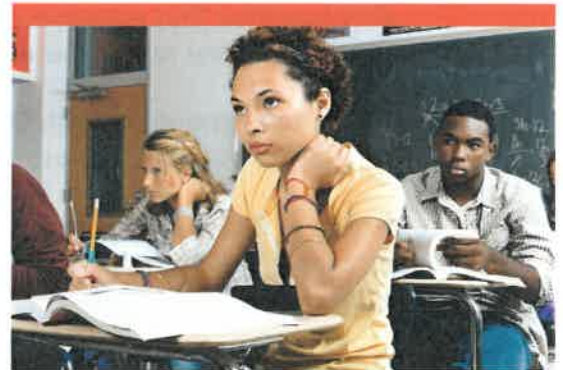
Control your buildings with intelligent, energy-saving strategies. Reduce operating costs. Maintain a comfortable and productive work environment. And back it up with data that proves you're on track with your sustainability goals.



Nothing could be simpler, right?

With WebCTRL®, Automated Logic's building automation system, the answer is yes. Our system delivers a total building solution that puts you in complete control of your energy program. There's no need for add-ons or third party software. From measuring occupant comfort to powerful reporting to lighting control, our system does it all.

Today, nothing is more important to successful building operations than meeting the challenges caused by economic pressures and government mandates to save energy. Facility managers know all too well how their energy decisions can impact comfort, and how comfort can impact productivity. Research has linked comfort with critical workplace issues ranging from error rates to absenteeism. Studies



have also shown similar links between comfort and successful learning in educational environments. The key is to strike a successful balance between energy use and comfort, and to maintain that balance simply and effectively.



Only WebCTRL's energy suite provides a total solution to achieve these energy and comfort goals. But this shouldn't come as a surprise. After all, Automated Logic has helped customers in the public and private sectors manage their energy use, operating costs and work environments for

Exhibit D-3

over three decades. We continue to lead the industry with the Environmental Index™ and EnergyReports™, the newest tools developed for today's energy priorities. And we've taken building automation one step further by adding lighting controls to our energy suite offering.

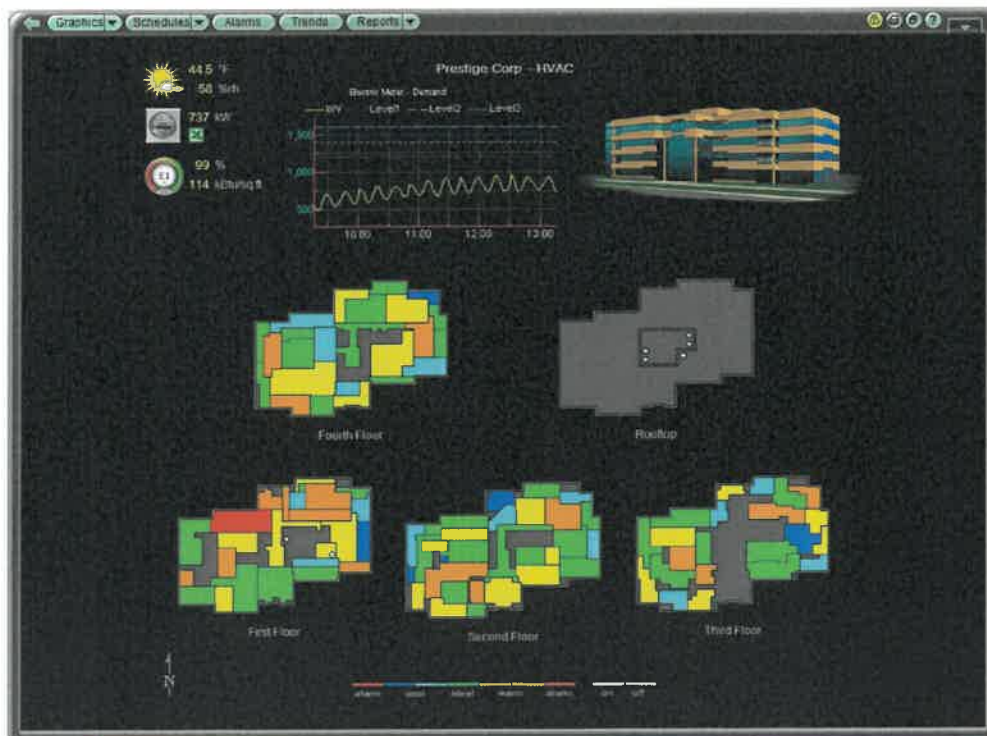
So one building control system is all you need to reach your sustainability goals. It's that simple.

Our **Environmental Index** provides a *real* measure of workplace or classroom comfort.

The Environmental Index works – and works simply. It's calculated only when a zone is occupied, indicating how closely a zone temperature maintains its heating and cooling setpoints, and expresses it as a percentage. The Environmental Index registers on an analog gauge, recording poor to optimal (0% to 100%) conditions on a red-to-green color spectrum. It can also incorporate relative humidity and contaminants such as CO₂ into the results. Every occupied zone, area, floor and building can be calculated, weighted for priority, trended and reported.



Expressed as a percentage, the Environmental Index indicates poor to optimal conditions on an easily read gauge.



Facility managers can determine the Environmental Index by zone, area, floor (shown here) and building.

Exhibit D-3

Easily accessed through Automated Logic's WebCTRL building automation system, the Environmental Index helps facility managers identify operational issues and target the areas that need improvement. And WebCTRL can easily generate standard format reports to include Environmental Index data needed to track system performance.

Incorporating the Environmental Index into your control strategies can yield dramatic results. In just six months, the Crosby (Texas) Independent School District, located within Houston's metropolitan area, reduced energy consumption by 1.6 million kWh, saved \$131,000 in energy expenditures and significantly improved comfort in targeted areas.

A building's Environmental Index is dynamically displayed on a screen "dashboard", revealing the occupant comfort level on each floor as well as the overall measurement for the building.



"We aren't just measuring energy consumption, but 'consumer' comfort as well...(with) the potential to make a significant difference."

*Jerry Blizzard
Director of Buildings and
Maintenance
Crosby Independent School
District*

Only EnergyReports gives you the complete picture!

Your success in balancing energy use with comfort, and achieving sustainable building operations, depends upon your access to critical building information. With EnergyReports, you'll get all the information you need.



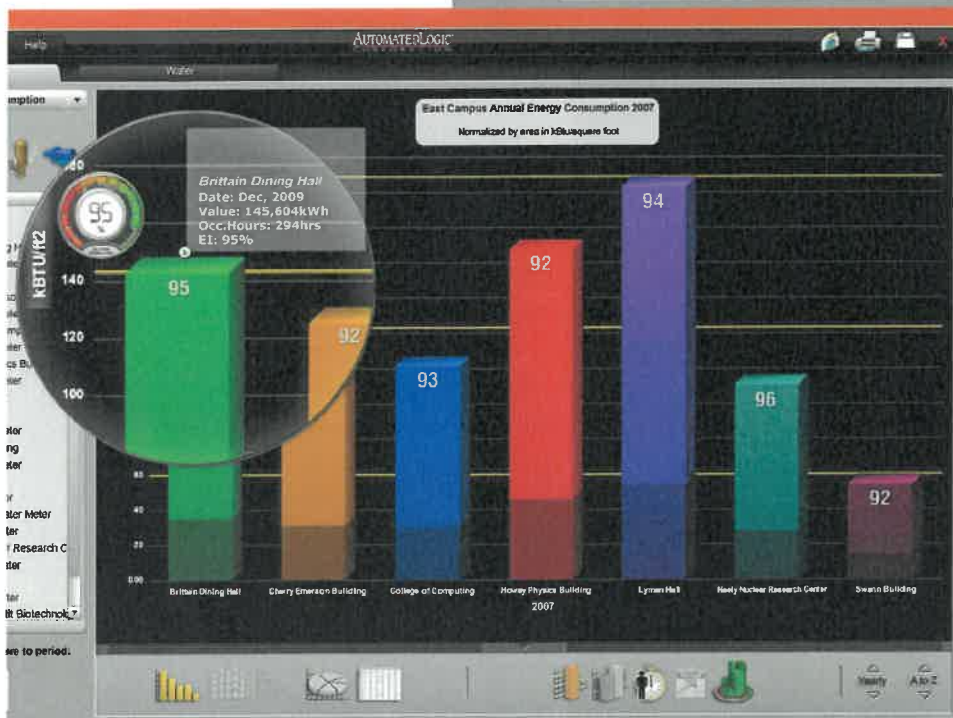
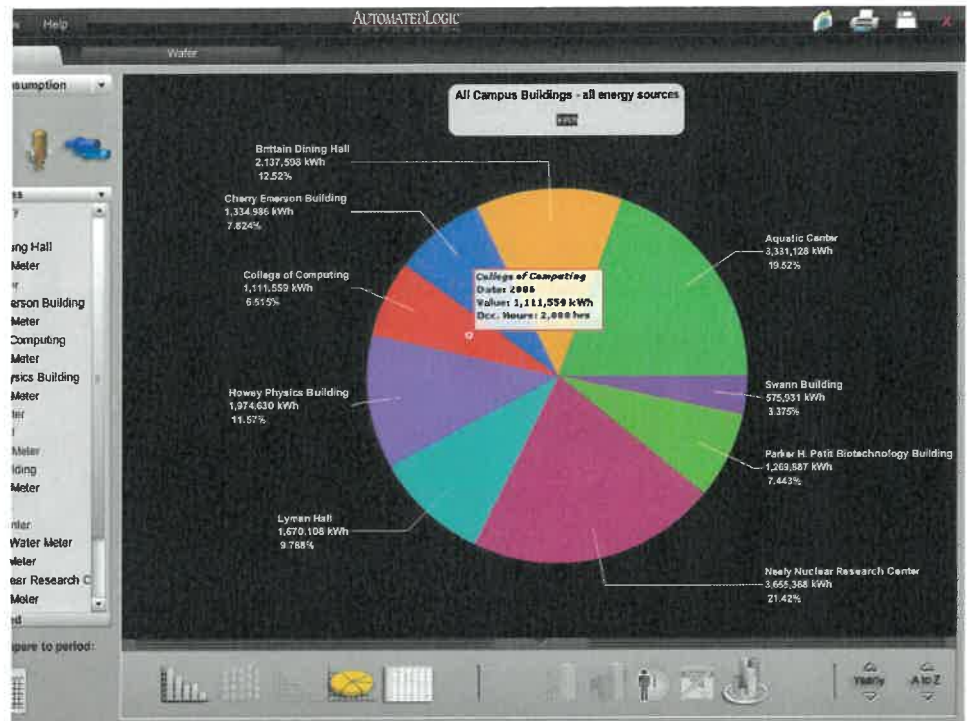
EnergyReports provides comprehensive building management information including occupied/unoccupied usage (shown here).

Exhibit D-3

Versatile and easy to use, EnergyReports generates data on the fly or automatically sends it in the format you specify. Leveraging WebCTRL's extensive and scalable trending capabilities*, it provides a fully integrated solution, easily installed and deployed. And unlike any other management tool, EnergyReports can display the Environmental Index alongside energy usage data for a graphic comparison of efficiency and comfort.

Accessed through a standard browser, EnergyReports offers a variety of colorful graphical formats as well as spreadsheet-style data. Reports include occupied/unoccupied usage, Cooling Degree Days (CDD), Heating Degree Days (HDD), low-median-high data and benchmark comparison data. Users can normalize consumption information or

Reports can be generated in colorful pie charts...



convert it to other units including cost and CO₂ emissions. An integrated Report Manager function can automatically schedule, send and archive monthly, quarterly or yearly reports in Excel® spreadsheet or Acrobat® PDF formats.

* Requires WebCTRLv4 or later software

... or bar charts, for single- or multiple-site WebCTRL installations.

Our energy suite provides complete building solutions to help you achieve your sustainability goals.

And now with the addition of lighting control, we've got your building completely covered.

Automated Logic's Lighting Control (LC) line brings the power and simplicity of WebCTRL to



your building's lighting controls. Our newest technology provides superior lighting control with complex lighting

management functionality for occupancy control, dimming, scheduling, daylight harvesting and more, all designed to optimize usage and save on energy costs. All this, without the need to integrate to a third-party system. Now that just makes sense!



The power of one: WebCTRL. The only control system that provides a total energy solution.

No other system surpasses WebCTRL's capabilities to help you better analyze your energy consumption, develop more effective conservation strategies and ultimately save on operating costs. After all, WebCTRL revolutionized the DDC industry with its operational freedom and flexibility, pioneering graphics, intuitive ease of use and feature-rich design.



Exhibit D-3

WebCTRL continues to provide access to your building systems from anywhere on the planet with most web-enabled devices: desktops, laptops, PDAs and cell phones. It supports local-to-global energy management and control, from single-user/single-site to multi-user, multi-site or multi-server installations. Whether it's setpoint optimization, demand reduction, load-to-source matching, server virtualization, effective scheduling, static pressure reset or more, we never stop delivering new control strategies to help you save energy and deliver a return on your investment.

Automated Logic. For over three decades, we've spent all of our energy working to help you save energy.

As energy costs, government regulations and environmental concerns continue to rise, facility managers are under increasing pressure to reduce energy use along with operating costs. Now more than ever, public and private entities need a building automation partner experienced in sustainable energy conservation and control.



"By keeping energy management functions in-house, the District has saved thousands more in outsourced energy consulting and maintenance fees."

*Jeff Christens
Steamfitter/IDDC Systems
Green Bay Area Public
School District*

At Automated Logic, we're ready to be your partner. Our mission has always been to provide intuitive, intelligent and easy-to-use building automation systems that ensure energy savings and occupant comfort — systems that excel in their power of simplicity.

Now we can provide a total energy control solution to help you:

- Successfully balance energy savings with occupant comfort
- Lower your energy and operating costs
- Increase your ENERGY STAR® rating
- Help you achieve LEED® certification

For more information or to schedule an on-site demonstration, call us at 770/429-3000, contact your authorized Automated Logic representative or visit www.automatedlogic.com.



"Our prediction at the time was we'd be saving about 30% in energy use on an annual basis by installing ALC controls and by making some other energy conservation measure improvements... within a year we'll probably exceed the 30% savings that we had estimated."

*Alan Hebert, E.E.
Project Manager
Department of Utilities and Energy
Management
Cornell University*

Energy use at Bexar County's (San Antonio) historic Courthouse, a building more than 100 years old, was reduced 21.1% over a 20-month period following the installation of WebCTRL. Combined energy savings from all county facilities served by WebCTRL more than tripled the amount mandated by Texas law.



CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65
City of Ann Arbor
Wheeler Service Center
Building Management System Modernization

Section E
Schedule of Pricing/Cost

Design, Installation, Calibration and City staff training \$ 130,000.00

Three (3) year maintenance agreement \$ 4,800.00

Provide pricing at the specified unit of measure for labor, materials and equipment to repair replace existing faulty wiring / damper / valve actuators if / as discovered during modernization installation.

- Miscellaneous Equipment
 - Aerial Lift \$25.00 Daily
- Labor
 - Electrician (avg) \$85.00 Hourly
 - Instrumentation Technician (avg) \$75.00 Hourly
 - Pipe Fitter (avg) \$90.00 Hourly
 - Sheet Metal Worker (avg) \$80.00 Hourly
- Material 50% off MSRP

The undersigned hereby declares that they have carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name (printed): John Mollicone

Signature: _____ Date: October 4th, 2022

Firm Name: Metro Controls, Inc.

Address: 22660 15 Mile Road

City: Clinton Township State: MI Zip: 48035

Telephone Number: 586-7900-2500

Email: tbomers@metrocontrols.com

CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65

City of Ann Arbor

Wheeler Service Center

Building Management System Modernization

Section F

Authorized Negotiator / Negotiable Elements (Alternates)

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

- Trent Bomers - Principal Owner and Sales
 - PH: 248-836-8190
 - Email: tbomers@metrocontrols.com

The proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

- Automated Logic controllers, gateways, devices, and required software to be provided
- Other components, devices, and materials provided conform to industry standards
- Materials will match, or will be equivalent to, materials provided under the 2019 MAINTENANCE BLDG BMS upgrade

If the bidder wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

- **Reference Exhibit F-1: Alternates**

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate its proposed time for performance of the work.

- No exception taken



RFP# 22-65
City of Ann Arbor
Wheeler Service Center
Building Management System Modernization

Exhibit F-1

Alternate items for consideration:

(1) Add of (2) RTU's for Operations Building

A total of (7) RTU's are identified in Attachment J - Siemens drawings

Price to upgrade: \$7,500.00

Includes:

- New ALC controller
- Zone Temperature sensor, Discharge Air & Return Air Temperature sensors
- Engineering, Programming, Commissioning, BAS Graphics

(2) Recommended replacement of duct static pressure sensor for RTU-1

Operation Building: RTU-1 (VAV unit)

Price to upgrade: \$1,200.00

Includes:

- Install new Differential Pressure Transducer sensor (DPT)
- Engineering, Programming, Commissioning, BAS Graphics

(3) Add misc. HVAC equipment not currently on BAS:

Start/Stop & Fan Status of Exhaust Fans,
Enable/Disable of Cabinet Unit Heaters, Unit Heaters
(Add to BAS schedule / reduce energy costs)

Price to upgrade: TBD

Includes:

- Install required controls, Relays, Current Transducers
- Engineering, Programming, Commissioning, BAS Graphics

CONSTRUCTION REQUEST FOR PROPOSAL RFP# 22-65
City of Ann Arbor
Wheeler Service Center
Building Management System Modernization

Section G
Attachments

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form, and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

- Attachment B – General Declarations
- Attachment C - Legal Status of Bidder
- Attachment D - Prevailing Wage Compliance Form
- Attachment E - Living Wage Compliance form
- Attachment G - Conflict of Interest Form
- Attachment H - Non-Discrimination Form

ATTACHMENT B
GENERAL DECLARATIONS

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered N/A, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 4th DAY OF October, 2022

Metro Controls, Inc.
Bidder's Name


Authorized Signature of Bidder

22660 15 Mile Road, Clinton Township, MI 48035
Official Address

John Mollicone
(Print Name of Signer Above)

586-790-2500
Telephone Number

tbomers@metrocontrols.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of Michigan _____, for whom John Mollicone _____, bearing the office title of Principal _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

~~* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)~~

Authorized Official

 _____ **Date** October 4th, 2022

(Print) Name John Mollicone Title Principal

Company: Metro Controls, Inc.

Address: 22660 15 Mile Road, Clinton Township, MI 48035

Contact Phone (586) 790-2500 Fax (586) 790-2501

Email john.mollicone@metrocontrols.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Metro Controls, Inc.
Company Name


Signature of Authorized Representative

10/4/2022
Date

John Mollicone Principal
Print Name and Title

22660 15 Mile Road, Clinton Township, MI 48035
Address, City, State, Zip

586-790-2500 john.mollicone@metrocontrols.com
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees ___

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Metro Controls, Inc.
Company Name

22660 15 Mile Road
Street Address


Signature of Authorized Representative

10/4/2022
Date

Clinton Township, MI 48035
City, State, Zip

John Mollicone Principal
Print Name and Title

586-790-2500 john.mollicone@metrocontrols.com
Phone/Email address



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Metro Controls, Inc.	586-790-2500	
Vendor Name	Vendor Phone Number	
	10/04/2022	John Mollicone
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Metro Controls, Inc.

Company Name


Signature of Authorized Representative

10/4/2022

Date

John Mollicone Principal

Print Name and Title

22660 15 Mile Road, Clinton Township, MI 48035

Address, City, State, Zip

586-790-2500 john.mollicone@metrocontrols.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

