

ORIGINAL

SEALED BID FOR:

City of Ann Arbor
ITB No. 4664 – Fiber and Conduit Construction
for the DDA District Technology Park

City of Ann Arbor
Procurement Unit
C/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104



7020 Southbelt Drive S.E.
Caledonia, MI 49316
(616) 455-9840

Bid Due: Friday March 19, 2021 2pm

ORIGINAL



Contact Information:

Fiber Optic Management, LLC d/b/a
TurnKey Network Solutions
7020 Southbelt Dr. S.E., Caledonia, MI 49316
Phone: (616) 455-9840 / Fax: (616) 554-2124
SPIN: 143026352

Skills Profile:

TurnKey Network Solutions is a privately held telecommunications contractor specializing in the engineering, installation, and maintenance of local and long haul telecommunications networks, facilities, and equipment. TurnKey Network Solutions was established in 2000. Our "TurnKey" approach to build-out and maintenance differentiates us from our competitors and provides our clientele with a single source for their infrastructure needs. TurnKey employees, not subcontractors, provide the majority of the various services we offer, giving us control over quality, cost, and schedule. Corporate headquarters is based in Grand Rapids, MI with satellite operations in Fort Wayne, IN; and Chicago, IL.

OSP services include, but are not limited to the following:

Engineering Services - providing experienced professionals for outside plant feasibility, design, drafting, permitting, coordination with authorities having jurisdiction, pole loading engineering, and as-built documentation

Underground/Buried Services – directional boring, jack and bore placement, conduit proofing/rodding/repair, cable placement/blowing, waterway crossings, bridge attachments, trenching, plowing, rock work, manhole/vault/cabinet installation, manhole rehabilitation/restoration, pipe fusing, vacuum excavation, and completion restoration.

Aerial Services – aerial utility construction and placement (fiber, copper, coax, etc.), wreck-out and removal, pole installation, pole transfers, emergency restoral, and over-lash and network growth projects.

Fiber Optic Splicing/Testing Services - fiber optic fusion splicing and termination services, complete fiber optic testing and DWDM characterization including: OTDR testing at several wavelengths/power meter testing/optical return loss (ORL)/chromatic mode dispersion (CMD)/polarization mode dispersion (PMD), network documentation maintenance and fiber assignment engineering, maintenance services - "hot cuts" and emergency restoral.

Network Maintenance Services - crews are available 24/7/365 to respond to any situation which may impact the network, engineering services/road projects/power company coordination, etc., scheduled maintenance services, scheduled construction and splicing activities.



Cable Locating Services - full document maintenance and posting of new routes into the State system, electronic receipt and screening of locate requests, state of the art dispatch system, field marking and flagging of locate requests, route stand-by, 24/7 fielding and response to emergency locate requests, and electronic record keeping and month-end reporting.

ISP services include, but are not limited to the following:

Central Office - engineering, installation and turn-up of carrier and service provider equipment, racking and cabling; warehousing and staging in our Grand Rapids location, rack and stack of equipment, a completely managed inventory and deployment program; TurnKey is one of 60 approved AT&T Tier I Vendors nationwide.

Professional Services - assist in the design, implementation and optimization of the wired and wireless Telecommunications Network. Our team is extensively trained on a wide array of industry equipment and technologies. The Telecom and ISP backgrounds of our Professional Service Team includes: Engineering, Provisioning, Test and Turn Up, Operations, Maintenance and Troubleshooting. All of this is reinforced by a strong collaboration with other engineering and support teams within Turnkey Network Solutions.

Structured Cabling – design, and installation of copper and fiber optic cabling within data centers, offices, schools, manufacturing and housing buildings for voice and data services. Designs to build the cabling in various topologies in order to meet the needs of the customer today and in the future. Tested and certified to the latest TIA/EIA standards.

WiFi Design and Install Services –TurnKey has the specialized tools to design, install, and turn up a new WiFi network based on the needs of the customer with their budget in mind. Troubles within an existing WiFi network are identified by equipment audits alongside WiFi signal strength surveys and corrected using our expert equipment/design recommendations.



Executive Summary:

Warren Henderson - Chief Operating Officer

Warren brings a unique and valuable perspective to the management, operations and growth potential at TurnKey. He has 20 years of experience in the project/construction management of golf course, resort, residential and commercial real estate developments ranging from 3 million to over 25 million dollars in value in 15 different countries on 5 continents. Warren's experience in dealing with the complexities of coordinating various consultants, direct hire and sub-contracting labor and equipment providers along with securing and staging materials provides TurnKey with the leadership it will require to achieve efficiencies aimed at growing the company. Warren's current responsibilities include all aspects of the daily operations and future growth planning for the company.

Tracey Gerdeman – Vice President of Operations

Tracey has over 20 years of experience in the telecommunications industry with expertise in network planning, traffic management and capacity planning, network translations, technical support, network operations surveillance and voice and data repair. She has managed a repair call center with over 80 employees for a major CLEC in the Midwest. She is a Grand Valley State University graduate where she earned her B.A. Tracey's current responsibilities are ensuring process and policies of the entire Operations Department as well as Operational and Information Technologies management.

Tom Glass – Vice President of Engineering and Business Development

Tom has amassed over 20 years of experience in planning, engineering and permitting fiber optic networks across the Midwest (IL, IN, MI, WI, OH). Tom's responsibilities include management of our constantly growing engineering department. His group is responsible for route design, permitting, splice assignments, and network documentation. His extensive knowledge of local governing agencies and permitting requirements has been realized by our customers through cost and time savings.

Rob Fisher – Outside Plant Engineering Supervisor

Rob joined TurnKey as an Underground Construction Foreman in 2003 after owning his own company and working in the industry for 11 years. Rob's attention to detail, safety and customer satisfaction led him to advance to his current position as the OSP Engineering Supervisor. Rob is responsible for leading the team of engineers, CAD techs and permitting agents in the development and delivery of outside plant fiber network projects that are effective and efficient for our customers and TurnKey.

Len Coyne – Outside Plant Engineer

Len's background in cable TV, microwave and fiber operations and project management has led him to become a valued member of the TurnKey team. Len joined TurnKey in 2012 as a Fiber Optic Splicing Technician. His experience in troubleshooting, thoroughness, and attentiveness to our customer along with his background made it obvious to promote him to the Outside Plant



Engineer. Len is responsible for assigned projects from the feasibility study and route selection through construction and final documentation.

Sai Teja Koneru – Outside Plant Engineer

Sai recently joined TurnKey as an Outside Plant Engineer. He has a Bachelor of Technology in Civil Engineering and a Masters in Civil and Construction Engineering. Sai is responsible to identify and evaluate proposed aerial and underground fiber routes to facilitate the efficient bidding and construction of work for our customers.

Erica Bennett – Project Permit Engineer/Project Manager

Erica has 13 years of developing relationships with permitting agencies and managing the processes required to successfully permit and construct fiber networks within multiple states in the Midwest. Erica joined TurnKey in 2007 as a permit agent and based on her attention to detail and commitment to assuring success for our customers, she has moved upward into her current position responsibilities for permitting, coordinating with construction and customer relations. Erica has been instrumental in developing and implementing TurnKey's permitting program with a focus on efficiency. Erica has brought her skills to the project management department and continues to support customers with her attention to detail.

Henry Graffenius – Vice President of Outside Plant Construction

Since joining TurnKey in 2001 as Manager for Michigan Underground Operations, Henry has become a key contributor to the development of the Underground Services and recruiting functions for the growth of TurnKey. He successfully managed the Underground functions in Michigan for several years and subsequently has been promoted to Vice President of Construction which includes both Aerial and Underground Services spanning across five Midwestern states (IL, IN, WI, MI, OH).

Derrick Fisher – Supervisor Underground Construction

Derrick Fisher started his career in the telecommunications field 17 years ago. He has developed his ability to successfully manage underground crews and equipment assuring even large and non-routine projects are successfully completed. He has extensive knowledge in underground operations, both hands on and management of people and processes. Currently, Derrick is responsible for the safe and efficient operation of multiple underground crews, equipment and project plan execution. He also participates in project bids, job status reviews and inspections. Derrick continues to hone his skills through daily project involvement, taking a hands-on approach with crews, driving improvement initiatives and spearheading problem resolution activities.

Anthony Cobb – Director of Outside Plant Services

Anthony is responsible for managing Fiber Optic Splicing, Emergency Restoration Services, and Network Locating. With over 17 years of telecommunication construction experience, Anthony refined and developed his construction and management skills managing high level projects in many different fields. ISP structured cabling, CATV network construction, fiber optic splicing and



design, OSP network design and emergency restoration services are just a few areas that fall within Anthony's experience.

Keith Schierbeek – Project Manager

Keith Schierbeek has worked in telecommunications for 10 years. He started in the industry as a CAD technician creating sets of prints for fiber optic cable builds. For a short time, he was involved in permitting fiber builds. Keith worked with various Townships, Cities, Counties, DOT, and numerous power companies to ensure that we had the correct permits in hand to build our fiber routes correctly. Keith then transitioned into the splicing department. He created the detailed Scopes of Work for our splice crews in the field to complete the network connections for our builds. Keith also created and maintained a database that tracked a network that spanned most of the Midwest. This experience has given him the opportunity to move into the role of Project Manager. His responsibilities include coordinating the project required construction services, developing a project schedule and tracking daily progress, and acting as the point of contact for customer updates and inquiries so that we consistently deliver our customer's projects within budget and on time.

Chris Burge – Project Manager

Over 20 years in telecommunications has allowed Chris to gain a broad understanding of the industry. He started in the industry as a Surveillance Technician. He was responsible for monitoring the IC network of phone switches and data platforms. He then moved into Network Engineering where his primary responsibilities include planning, procuring, deployment and continuous support of network and switching telecommunications infrastructure. Chris' ability to assist other departments has added to his knowledge base with network site surveys and documenting network asbuilts in CAD. This experience has given him the opportunity to move into the role of Project Manager. His responsibilities include coordinating the project required construction services, developing a project schedule and tracking daily progress, and acting as the point of contact for customer updates and inquiries so that we consistently deliver our customer's projects within budget and on time.

Brad Tobin – Project Manager

Brad Tobin has worked in telecommunications since 2013. He started in the industry as a Cell Tower Technician. He was responsible for managing a troubleshooting and maintenance crew of 3 employees. Brad was responsible to ensure his team provided top notch customer service and detailed documentation of completed projects. He then joined TurnKey in 2015 as a Splicing Technician. This position is responsible for the daily workload of splicing projects as well as emergency call outs for customers who experience a fiber outage. This position required extensive troubleshooting skills and knowledge in order to correct the issues as quickly as possible. This experience has given him the opportunity to move into the role of Project Manager. His responsibilities include coordinating the project required construction services, developing a project schedule and tracking daily progress, and acting as the point of contact for customer updates and inquiries so that we consistently deliver our customer's projects within budget and on time.



Ross Klawiter – Inside Engineering/Project Manager

Ross has worked in telecommunications since 2003. Responsibilities in those years include jobsite management to meet or exceed safety, quality, cost and delivery goals per project. Design review to assure compliance with engineering principles, company standards, customer requirements and related specifications. Consult with lead installers on how best to achieve efficiency and quality goals. Responsible for scheduling, including material management and testing procedures.

INVITATION TO BID

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, Instructions to Bidders, 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 warrants 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 1,2 &3, 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 18th DAY OF March, 2021.

Fiber Optic Management LLC
dba TurnKey Network Solutions
Bidder's Name

7020 Southbelt Dr SE
Caledonia, MI 49316
Official Address

616-455-9840
Telephone Number


Authorized Signature of Bidder

Warren J. Henderson
(Print Name of Signer Above)

bid@tkns.net
Email Address for Award Notice



7020 Southbelt Drive SE, Caledonia, MI 49316
P 616.455.9840 F 616.455.9845
www.tkns.net

FIBER OPTIC MANAGEMENT, LLC
COMPANY RESOLUTION

The following action was adopted by the unanimous approval of the members of Fiber Optic Management, LLC (doing business as TurnKey Network Solutions) on the date hereof.

RESOLVED,

Warren Henderson, in his capacity as Chief Operating Officer of Fiber Optic Management, LLC, has the authority to execute contracts and all other documents as may be necessary to carry out the ordinary business of Fiber Optic Management, LLC.

Tracey Gerdeman, in her capacity as Vice President of Operations of Fiber Optic Management, LLC, has the authority to execute contracts and all other documents as may be necessary to carry out the ordinary business of Fiber Optic Management, LLC.

Dated: January 1, 2015

A handwritten signature in blue ink, appearing to read 'Richard L. Postma', written over a horizontal line.

Richard L. Postma, Managing Member
Chairman and CEO

A handwritten signature in blue ink, appearing to read 'Amy Natividad', written over a horizontal line.

Amy Natividad

A handwritten signature in blue ink, appearing to read 'Lisa Itela', written over a horizontal line.

Lisa Itela

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~~

~~_____, for whom _____, bearing the office title
of _____, 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 Michigan,
whom Warren J. Henderson bearing the title of President
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

Warren Henderson

Date March 18, 2021

(Print) Name Warren J. Henderson Title President

Company: Fiber Optic Management LLC dba TurnKey Network Solutions

Address: 7020 Southbelt Dr SE, Caledonia, MI 49316

Contact Phone (616) 455-9840 Fax (616) 554-2124

Email bid@tkns.net

**CITY OF ANN ARBOR - FIBER AND CONDUIT CONSTRUCTION FOR THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) DISTRICT TECHNOLOGY PARK
PRICING PROPOSAL FORM**

Contractor: Fiber Optic Management LLC dba TurnKey Network Solutions
 Contact Name/Position: Warren J. Henderson
 Email: wjh@tkns.net
 Phone: 616-455-9840

UNIT PRICING

Labor pricing includes traffic control plans, setup, maintenance and breakdown, compacted backfill, stormwater and erosion control setup maintenance and breakdown, safety compliance and soft surface restoration. All cells shown in Green shall be completed by the Contractor. All other cells are protected in this form.

Item #	Description	Estimated Quantity	Unit	Unit Price	Total	Notes
1	Directional Bore (2' 2")	33,294	Ft	\$23.72	\$789,732.49	
2	Directional Bore (4' 2")	15,933	Ft	\$30.74	\$489,784.10	
3	Trench	7,967	Ft	\$44.18	\$351,962.61	
4	Trenching Contingency	2,987	Ft	\$44.18	\$131,985.98	
5	Potholing	232	Each	\$824.03	\$191,174.96	
6	Install Mule tape	104,993	Ft	\$0.59	\$61,945.86	
7	Install #12 Tracer wire	57,194	Ft	\$0.97	\$55,477.82	
8	Install Fiber Cable in Duct - Including All Slack	91,841	Ft	\$2.60	\$238,786.60	
9	Install Ground Rod	50	Each	\$87.07	\$4,363.50	
10	Remove and Restore Concrete	2,288	Sq Ft	\$55.96	\$128,022.22	
11	Install Extra Large Vault - 30x48x36	87	Each	\$2,654.19	\$230,914.53	
12	Install Large Vault - 24x36x24	145	Each	\$2,118.75	\$307,218.75	
13	Install Marker Post	12	Each	\$102.48	\$1,229.76	
14	Install Marker Post with Test Station	12	Each	\$284.68	\$3,416.16	
15	Building Entrance	2	Each	\$5,506.22	\$11,012.44	
16	Pull fiber inside building	2,000	Ft	\$14.54	\$29,080.00	Price includes cable placement only, per addendum 2, any required conduit and/or transition splices are to be determined per site.
17	Install New Splice Case & Prep Cable - for ring connections	87	Each	\$766.76	\$66,708.12	
18	Install New Splice Case & Prep Cable - for butt splices	53	Each	\$676.52	\$35,855.56	
19	Ground Splice Case		Each		\$0.00	
20	Splice Fibers	3,300	Each	\$29.83	\$98,439.00	
21	Install patch panel - Racking or mounting panel	15	Each	\$433.58	\$6,503.70	
22	Cable Prep for Panel - Cost to prep one cable	15	Each	\$328.47	\$4,927.05	
23	Terminate Fibers in patch panel - Splicing in patch panel	1,728	Each	\$29.56	\$51,079.68	
24	Test Fiber (OTDR + Results)	864	Each	\$19.39	\$16,752.96	
25	Remove and replace asphalt	263	Each	\$50.00	\$13,150.00	Unit Price, as submitted, is per square foot (Sq Ft), not Each as listed.
	Labor Total				\$3,319,513.86	

MATERIAL PRICING

Material pricing includes shipping, handling, and storage. All cells shown in Green shall be completed by the Contractor. All other cells are protected in this form.

Item #	Description	Estimated Quantity	Unit	Unit Price	Total	Notes
26	Mule tape	104,993	Ft	\$0.05	\$5,249.65	
27	Teir-15 Vault - 30x48x36	87	Each	\$672.74	\$58,528.38	
28	Teir-15 Vault - 24x36x24	145	Each	\$410.76	\$59,560.20	
29	#12 Tracer Wire	57,194	Ft	\$0.11	\$6,291.30	
30	Ground Rod - 8ft copper	50	Each	\$43.24	\$2,162.00	
31	Marker Post	12	Each	\$17.93	\$215.16	
32	Marker Post with Test Station	12	Each	\$38.12	\$457.44	
33	2" HDPE SDR11 Conduit	178,405	Ft	\$0.95	\$169,485.02	
34	Copper Split bolt - Allied Bolt - PART # 855	232	Each	\$0.56	\$129.92	
35	5/8" ECONOMY GROUND ROD CLAMP - Allied Bolt - PART # 2192	50	Each	\$1.67	\$83.50	
36	Splice Trays - D-Gel	700	Each	\$26.39	\$18,473.00	
37	Splice Closure - FOSS-D	69	Each	\$470.93	\$32,494.17	
38	24 CT Fiber Cable	10,238	Ft	\$0.41	\$4,197.58	
39	288 CT Fiber Cable	49,563	Ft	\$2.89	\$143,237.07	
40	432 CT Fiber Cable	32,040	Ft	\$4.15	\$132,966.00	
41	Splice Cassett - Corning Centrix CTXGPP24-A9-2RH000	90	Each	\$567.84	\$51,105.60	
42	24ct patch panel - Corning Centrix CTX-52U	6	Each	\$164.90	\$989.40	
43	Fiber Distribution Rack - Corning Centrix CTX-CAB-F2209PGBAN	1	Each	\$4,147.48	\$4,147.48	
				\$0.00	\$0.00	Note: Materials quoted are per the provided units and part numbers.
				\$0.00	\$0.00	Note: Materials quoted meet the requirements of Corning's certification program.
TOTAL BID				Material Total	\$689,772.86	
					\$4,009,286.72	

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

The Base Bid 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.

If the Contractor 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.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder Wynn Hendon Date 03/18/21

BID FORM

Section 3 - Time Alternate

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 below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder



Date 03/18/21

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
Barnett Cable Wisdom LLC 57660 CR 215 PO Box 15 Lawrence, MI 49064	Cable Placement	\$267,157.71

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder  Date 03/18/21

BID FORM

Section 5 – References

Include a minimum of 3 references from similar projects completed within the past 5 years.

[Refer also to Instructions to Bidders for additional requirements, if any]

1) <u>City of Ann Arbor - East Ring</u>	<u>\$904,643.00</u>	<u>December 2017</u>
Project Name	Cost	Date Constructed

<u>Tom Shewchuk</u>	<u>734-794-6551</u>
Contact Name	Phone Number

2) <u>Acentek FTTH Phases</u>	<u>\$24.6M</u>	<u>Ongoing</u>
Project Name	Cost	Date Constructed

<u>Tony Ruskowski</u>	<u>231-885-1004</u>
Contact Name	Phone Number

3) <u>CTS FTTH Phases</u>	<u>\$6.9M</u>	<u>Ongoing</u>
Project Name	Cost	Date Constructed

<u>Scott Gerdeman</u>	<u>269-746-3250</u>
Contact Name	Phone Number

BID FORM

Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Fiber Optic Management LLC dba TurnKey Network Solutions

Social Security or Federal Employer I.D. #: 26-3267811

Address: 7020 Southbelt Dr SE

City: Caledonia State: MI Zip: 49316

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Limited Liability Company

Year organization established: 2000

2. Current owners/principals/members/managing members/partners of the organization:

Postma Corporation f/k/a The Littlefield Group, Inc

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: X

Explanation of any business name changes:

DBA - TurnKey Network Solutions

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

None

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

See attached Company Qualifications

6. State and local licenses and license numbers held by the bidder:

State Tax License - 26-3267811

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

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

0%

10. Submit documentation as to employee pay rates.

See attached pay rates

11. Submit a statement whether bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.

TurnKey Network Solutions provides employees Medical, Dental and Vision Insurance and 401k retirement and paid leave benefits

12. Submit a statement explaining bidder's Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses along with supporting documentation or other evidence.

See attached statement

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

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

14. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

15. By attachment, please provide the following:

- Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

TurnKey Network Solutions does not have any debarment by any federal, state, or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

Please see attached proof of insurance

16. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes

No

17. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes

No

EMR = 1.0 EMR - 2021

18. Can bidder provide a ratio of masters and journeypersons to apprentices proposed to be used on the construction project job site, documentation of master or journeyperson certification or status and the source for same, and if not, the qualifications of employees who will be assigned to work on the project?

Yes

No

If, yes, Ratio = _____

19. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes

No

If bidder answered "yes" to the question above and is selected for this project, bidder will be required to submit the RAP to the City.

If bidder answered "no" to the question above, please provide details on how your organization assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program identified above.

N/A

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

Yes

No

21. Can bidder provide audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity?

Yes

No

(Evidence that bidder has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000.00 related to any portion of the project.)

22. Can bidder provide evidence of a quality assurance program used by the bidder and the results of any such program on the bidder's previous projects?

Yes

No

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Fiber Optic Management, LLC. dba TurnKey Network Solutions, as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company, duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, is held and firmly bound unto City of Ann Arbor, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Bid Amount (5% of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: ITB No 4664 – Fiber and Conduit Construction for the DDA District Technology Park

Bid Date: March 19, 2021

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

Signed and sealed this 18th day of March A.D. 2021.

Jennifer Grams
Jennifer Grams (Witness)

Fiber Optic Management, LLC.
dba TurnKey Network Solutions

(Principal)
Warren J. Henderson (Seal)
By:
Warren J. Henderson, Chief (Title)
Operating Officer

V Jean Nolf
V Jean Nolf (Witness)

Employers Mutual Casualty Company
(Surety)
Laura J. Northouse (Seal)
Laura J. Northouse Attorney -in-Fact



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Laura J. Northouse

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

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

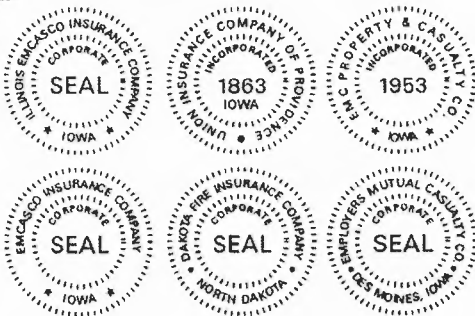
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of March, 2021.

James D. Clough

Vice President

**CITY OF ANN ARBOR
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 be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Fiber Optic Management LLC dba TurnKey Network Solutions

Company Name Warren J. Henderson

Warren J. Henderson 3/18/21

Signature of Authorized Representative Date

Warren J. Henderson President

Print Name and Title

7020 Southbelt Dr SE, Caledonia, MI 49316

Address, City, State, Zip

616-455-9840 / bid@tkns.net

Phone/Email address

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

CITY OF ANN ARBOR
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 \$13.91/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 \$15.51/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.

Fiber Optic Management LLC dba TurnKey Network Solutions
 Company Name

 Signature of Authorized Representative
 3/18/21
 Date

7020 Southbelt Dr SE
 Street Address
 Caledonia, MI 49316
 City, State, Zip

Warren J. Henderson President
 Print Name and Title

616-455-9840 / bid@tkns.net
 Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



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:		
Fiber Optic Management LLC dba TurnKey Network Solutions	616-455-9840	
Vendor Name	Vendor Phone Number	
	3/18/21	Warren. J Henderson
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**CITY OF ANN ARBOR
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.

Fiber Optic Management LLC dba TurnKey Network Solutions

Company Name



3/18/21

Signature of Authorized Representative

Date

Warren J. Henderson President

Print Name and Title

7020 Southbelt Dr SE, Caledonia, MI 49316

Address, City, State, Zip

616-455-9840 / bid@tkns.net

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because 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.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to 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 for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



BF-8 Question #12

The Company respects the individuality of all of its employees, vendors, and others doing business with the Company. Valuing diversity is the right thing to do. It makes good business sense and helps to ensure the future success of the Company. The Company values employees with individual beliefs, experiences, and background and is committed to making the most of each person's abilities while promoting greater diversity throughout the Company. Diversity can be defined as individuality that includes many attributes, including, but not limited to age, race, gender, ethnic group, sexual orientation, physical ability, mental ability, religious affiliation, family, education, and life experience. Diversity is any attribute that makes an individual unique.

The Company believes in nondiscriminatory treatment in hiring, promotions, transfers, compensation, benefits, and all other personnel practices as required by Federal and State laws. No aspect of employment with the Company will be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disability, genetic information or any other basis prohibited by statute. Furthermore, the Company reasonably accommodates persons with mental or physical disabilities as long as the accommodation does not cause the Company undue hardship.

Cost Basis Prevailing Wage Rates - Ann Arbor City - Washtenaw County, MI

Counties: (Washtenaw County)

Prevailing Wage Rate Class	TurnKey Rate Class	Prevailing Wage		Prevailing Wage Total	
		Wage	Fringe	Wage	Rate
ENGI0325-019 - Power Equipment Operator: Group 1	UG Foreman	\$ 35.88	\$ 24.85	\$ 60.73	\$ 60.73
LABO0334-018 - Laborer: Group 2 (Cement/Concrete)	UG Semi Skilled Operator	\$ 23.86	\$ 12.85	\$ 36.71	\$ 36.71
LABO0334-018 - Laborer: Group 1 (Common or General)	UG Skilled Laborer	\$ 23.75	\$ 12.85	\$ 36.60	\$ 36.60
LABO0334-018 - Laborer: Group 7 (Landscape)	UG Semi Skilled Laborer	\$ 18.14	\$ 12.85	\$ 30.99	\$ 30.99
ENGI0325-019 - Power Equipment Operator: Group 1	UG Skilled Operator	\$ 35.88	\$ 24.85	\$ 60.73	\$ 60.73
ELEC0252-009 - Electrician	AE Linemen Foreman	\$ 35.88	\$ 24.85	\$ 60.73	\$ 60.73
ELEC0252-009 - Electrician	AE Semi Skilled Splicer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	AE Skilled Lineman	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	AE Skilled Splicer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	AE Splicing Foreman	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	Co Level 1 Installer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	Co Level 2 Installer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	Co Level 3 Installer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62
ELEC0252-009 - Electrician	Co Level 4 Installer	\$ 47.46	\$ 23.16	\$ 70.62	\$ 70.62

"General Decision Number: MI20210074 01/01/2021

Superseded General Decision Number: MI20200074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0687-006 06/01/2020

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 34.20	28.82

ELEC0252-009 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 47.46	23.16

* ENGI0325-019 09/01/2020

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.88	24.85
GROUP 2.....	\$ 31.15	24.85
GROUP 3.....	\$ 30.42	24.85
GROUP 4.....	\$ 29.85	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-008 06/01/2020

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 42.69	24.95
GROUP 2.....	\$ 41.19	24.95
GROUP 3.....	\$ 39.69	24.95
GROUP 4.....	\$ 39.39	24.95
GROUP 5.....	\$ 38.57	24.95
GROUP 6.....	\$ 37.71	24.95
GROUP 7.....	\$ 36.74	24.95
GROUP 8.....	\$ 35.03	24.95
GROUP 9.....	\$ 26.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2019

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 30.98	27.99
Structural.....	\$ 36.77	29.03

LABO0334-009 06/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

LANDSCAPE LABORER CLASSIFICATIONS

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

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

LABO0334-018 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 23.75	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 23.86	12.85
(4) Grade Checker.....	\$ 24.05	12.85

(5) Pipelayer.....	\$ 22.90	12.75
(524.20) Pipelayer.....	\$ 22.90	12.85
(7) Landscape.....	\$ 18.14	12.85

LABO0499-020 08/01/2019

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.37	40.40
GROUP 2.....	\$ 29.58	40.40
GROUP 3.....	\$ 29.71	40.40

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0514-002 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.47	13.81

PLUM0190-010 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 42.26	23.70

TEAM0007-006 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 27.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-072 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: BUITEN & ASSOCIATES 5738 FOREMOST DRIVE, SE GRAND RAPIDS, MI 49546 PAUL S BUITEN
INSURED: FIBER OPTIC MANAGEMENT LLC DBA TURNKEY NETWORK SOLUTIONS 7020 SOUTHBELT DR SE CALEDONIA, MI 49316
CONTACT NAME: CHAR BLONDIN
PHONE: 616-949-0490
FAX: 616-949-0433
E-MAIL ADDRESS: char.blondin@buiteninsurance.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Railroad, and Cyber Liability.

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

CERTIFICATE HOLDER CANCELLATION

FOR BIDDING PURPOSES ONLY
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: PAUL S BUITEN

NOTEPAD

INSURED'S NAME FIBER OPTIC MANAGEMENT LLC

TURNK-4
OP ID: CB

PAGE 2
Date 12/23/2020

- D-RENTED EQUIPMENT- RHIA816955 1-1-2021/2022 LIMIT: \$300,000
AND \$1,000 DEDUCTIBLE C
- O D-INSTALLATION FLOATER- RHIA816955 1-1-2021/2022 \$500,000
TRANSPORTATION C
- O C-PROFESSIONAL E&O- MKLV7PL0004495 1-1-2021/2022
EACH CLAIM \$3,000,000 AGGREGATE \$6,000,000. INCLUDES POLLUTION
LIABILITY \$20,000 RETENTION C
- O D BUSINESS PERSONAL PROPERTY-RHIA816955 1-1-2021/2022
LIMIT \$2,000,000 LOCATION: 7020 SOUTHBELT DR SE CALEDONIA MI 49316. C