

INVITATION TO BID

ITB #4221

WEST HIGH SERVICE PUMP STATION

File No. 12001
DWRP Project No. 7362-01



Due Date: May 31, 2012 by 10:00 AM

Issued By:

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

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents.....	TC-1 to 10
Advertisement.....	AD-1 to 2
Notice of Pre-Bid Conference	NP-1
Instructions to Bidders	IB-1 to 6
Non-Disclosure Agreement for Bidders.....	NDAB-1 to 2
Contract Compliance Forms	AFF 1 – 3
Living Wage Forms	AFF-4 – 5
Invitation to Bid	ITB-1 to 3
Bid Forms.....	BF-1 to 13
Required Standard Contract Language: Clean Water State Revolving Fund and Drinking Water Revolving Fund	DS-1 to 30
Non-Disclosure Agreement for Contract Award	NDACA-1 to 3
Contract	C-1 to 4
Bond Forms	B-1 to 2
General Conditions	GC-1 to 20
Standard Specifications	SS-1
Supplemental Conditions.....	SC-1

Detailed Specifications

Division 1 – General Requirements

Section 01010	Summary of Work	9
Section 01140	Work Restrictions	15
Section 01210	Allowances	2
Section 01290	Payment Procedures.....	5
Section 01310	Project Management and Coordination.....	7
Section 01320	Construction Progress Documentation.....	3
Section 01330	Submittal Procedures.....	8
Section 01370	Lead Based Paint Removal.....	5
Section 01420	References.....	5
Section 01450	Quality Control.....	5
Section 01500	Temporary Facilities and Controls.....	5
Section 01550	Vehicular Access and Parking.....	3
Section 01580	Project Identification.....	2
Section 01600	Product Requirements.....	4
Section 01730	Selective Demolition.....	7
Section 01740	Cleaning and Waste Management.....	3
Section 01770	Closeout Procedures.....	4
Section 01780	Closeout Submittals	3
Section 01781	Operations and Maintenance Data.....	6
Section 01810	Commissioning.....	14
Section 01820	Demonstration and Training.....	7

Division 2 – Site Construction

Section 02220	Site Demolition	4
Section 02240	Dewatering	3
Section 02250	Excavation Support and Protection	5
Section 02291	Movement and Vibration Assessment.....	3
Section 02300	Earthwork	8
Section 02370	Erosion and Sedimentation Controls.....	11
Section 02465	Drilled Concrete Piers and Shafts	4
Section 02510	Water Utility Distribution Piping.....	12
Section 02511	Temporary Plugging of Cast Iron or Ductile Iron Pipe.....	7
Section 02530	Sanitary Utility Sewerage Force Main	3
Section 02630	Storm Utility Drainage Piping.....	4
Section 02710	Base Courses.....	2
Section 02740	Asphalt Paving	2
Section 02770	Curbs, Gutters and Sidewalks.....	2
Section 02820	Chain Link Fences.....	3
Section 02900	Plants	11
Section 02905	Transplanting	7
Section 02920	Lawns and Grasses.....	5

Division 3 - Concrete

Section 03300	Cast-In-Place Concrete.....	36
Section 03400	Precast Concrete.....	4
Section 03415	Precast Prestressed Concrete Hollow Core Planks	4
Section 03600	Grouts	6

Division 4 – Masonry

Section 04200	Unit Masonry and Accessories.....	17
Section 04400	Limestone.....	11

Division 5 – Metals

Section 05010	Metal Materials	4
Section 05035	Galvanizing.....	2
Section 05050	Metal Fastening.....	6
Section 05120	Structural Steel.....	4
Section 05310	Metal Deck	3
Section 05400	Cold-Formed Metal Framing	4
Section 05500	Metal Fabrications	6
Section 05510	Metal Stairs	5
Section 05515	Ladders	2
Section 05520	Handrails and Railings	4
Section 05530	Metal Gratings.....	4
Section 05531	Floor Hatches.....	3
Section 05550	Stair Treads and Nosings.....	2
Section 05800	Expansion Control.....	3

Division 6 – Wood and Plastics

Section 06100	Rough Carpentry	4
Section 06600	Fiberglass Reinforced Plastic Grating and Structural Fabrications	3

Division 7 – Thermal and Moisture Protection

Section 07100	Waterproofing.....	5
Section 07150	Dampproofing.....	2
Section 07190	Vapor Barrier.....	1
Section 07210	Building Insulation	3
Section 07530	EPDM Single-Ply Membrane Roofing	10
Section 07600	Flashing and Sheet Metal.....	9
Section 07700	Roof Specialties and Accessories.....	3
Section 07840	Firestopping.....	3
Section 07900	Joint Sealants.....	8

Division 8 – Doors and Windows

Section 08110	Hollow Metal Doors and Frames	9
Section 08520	Aluminum Windows.....	5
Section 08710	Finish Hardware	8
Section 08800	Glazing	7

Division 9 - Finishes

Section 09260	Gypsum Drywall System	4
Section 09510	Acoustical Tile Ceilings	4
Section 09650	Resilient Tile Flooring.....	4
Section 09651	Resilient Base and Accessories	3
Section 09900	Painting	19

Division 10 - Specialties

Section 10522	Fire Extinguishers.....	2
Section 10615	Demountable Partitions.....	3

Division 11 - Equipment

Section 11200	Water Supply and Treatment Equipment.....	14
Section 11210	Supply and Treatment Pumps.....	4
Section 11214	Vertical Turbine Pumps.....	14

Division 13 – Special Construction

Section 13200	Surge Tank.....	4
---------------	-----------------	---

Division 14 – Conveying Systems

Section 14240	Hydraulic Passenger Elevator	2
Section 14300	Hoisting Equipment	5

Division 15 – Mechanical

Section 15010	Mechanical Basic Materials and Methods.....	16
Section 15020	Cleaning and Start-up of Mechanical Piping System	4
Section 15030	Installation of Pipework	4
Section 15075	Mechanical Identification	3
Section 15100	Process Piping	13
Section 15110	Process Valves and Accessories	7
Section 15180	Steam and Condensate Piping.....	4

Section 15186	Steam Specialties	4
Section 15250	Mechanical Insulation.....	7
Section 15310	Wet Pipe Fire Suppression Sprinkler Systems.....	4
Section 15400	Plumbing and Drainage.....	11
Section 15440	Plumbing Fixtures and Specialties	6
Section 15441	Sump Pumps.....	3
Section 15510	Heating Boilers.....	14
Section 15551	Breeching, Chimneys and Stacks	4
Section 15621	Gas Fired Unit Heaters.....	2
Section 15782	Electrical Room AC Unit.....	7
Section 15861	Fans	3
Section 15890	Ductwork	6
Section 15910	Ductwork Accessories	6
Section 15930	Grilles, Registers and Diffusers.....	1
Section 15990	Mechanical Testing and Balancing.....	8

Division 16 – Electrical

Section 16010	Electrical System General Requirements.....	6
Section 16030	Equipment Installation.....	3
Section 16111	Metallic Conduit and Fittings	4
Section 16112	Plastic Conduit and Fittings.....	3
Section 16121	Low Voltage Copper Wire and Cable.....	5
Section 16123	Primary Wiring – 15KV Nominal.....	10
Section 16130	Boxes	3
Section 16136	Cleaning Underground Conduits	3
Section 16140	Wiring Devices	3
Section 16150	Snap Switches.....	2
Section 16190	Supports and Fasteners.....	3
Section 16195	Identification	2
Section 16200	Lighting System.....	7
Section 16211	Digital Panel Meters	2
Section 16221	Electric Motors.....	5
Section 16271	Medium Voltage Transformers.....	7
Section 16416	Fuses	3
Section 16425	Switchboards.....	7
Section 16435	Power System Study	6
Section 16440	Disconnect Switches	3
Section 16450	Grounding	3
Section 16461	Dry-Type Transformers	3
Section 16470	Panelboards	4
Section 16475	Molded Case Circuit Breakers.....	3
Section 16481	Motor Starters.....	3
Section 16483	Motor Control Centers	4
Section 16484	Variable Frequency Drive (VFD)	9
Section 16485	Enclosed Contactors	2

Section 16700	Telecommunications Structured Cabling Systems	8
Section 16720	Fire Alarm System	14
Section 16955	Electrical Equipment Testing and Adjustment	4

Division 17 – Instrumentation and Controls

Section 17010	Instrumentation General Conditions	15
Section 17015	I&C Scope of Work.....	6
Section 17114	Instrumentation and Control Cables	4
Section 17120	Enclosures.....	8
Section 17126	Industrial Control Network	2
Section 17130	Instrumentation Panel Components	5
Section 17140	Instrument Air Supply	2
Section 17210	Primary Elements	2
Section 17300	Instrumentation Requirements	3
Section 17320	Instrumentation Analytical Element	3
Section 17321	Level Elements	4
Section 17322	Pressure and Temperature Elements.....	3
Section 17323	Pressure Switches and Gauges	5
Section 17324	Flow Elements and Transmitters	5
Section 17325	Machinery Monitoring and Protection	5
Section 17326	Vibration Transducer	5
Section 17330	Spare Parts.....	1
Section 17360	Control System HMI	8
Section 17440	Control Panel – PLC.....	10
Section 17500	PLC IO Index.....	2
Section 17700	Instrument Loop Diagrams	1
Section 17701	Instrument Spec Sheets	14
Section 17720	Computerized SCADA System.....	8
Section 17800	Acceptable Testing and Calibration.....	6
Section 17810	Commissioning and Startup	5

Appendix A – Geotechnical Report

Appendix B – Lead Paint Analysis

Addendum 1

Addendum 2

Addendum 3

Plans

GENERAL SHEETS

G-001	01	COVER SHEET
G-002	02	PROJECT SHEET LISTING
G-003	03	CODE REVIEW

CIVIL

C-001	04	CIVIL GENERAL NOTES, LEGEND AND ABBREVIATIONS
C-101	05	EXISTING CONDITIONS
C-102	06	SOIL EROSION CONTROL AND STAGING PLAN
C-103	07	SITE DEMOLITION AND PAVING PLAN
C-104	08	SITE PLAN
C-105	09	SITE GRADING AND STORM SEWER PLAN
C-106	10	YARD PIPING DEMOLITION AND SHORING PLAN
C-107	11	YARD PIPING PLAN
C-108	12	LANDSCAPE PLAN
C-109	13	SITE ACCESS PLAN
C-110	14	SLUDGE POND PLAN
C-201	15	YARD PIPING PROFILES
C-202	16	YARD PIPING PROFILES
C-203	17	YARD PIPING PROFILES
C-501	18	DETAILS I
C-502	19	DETAILS II
C-503	20	DETAILS III

ARCHITECTURAL

AD-100	21	DEMOLITION PLAN
A-001	22	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
A-100	23	FIRST FLOOR PLAN
A-101	24	ROOF PLAN AND DETAILS
A-200	25	ELEVATIONS
A-300	26	BUILDING SECTION
A-400	27	VERTICAL CIRCULATION PLAN, SECTION, AND DETAILS
A-600	28	DOOR AND WINDOW SCHEDULES AND DETAILS

STRUCTURAL

SD-100	29	DEMOLITION FOUNDATION PLAN AND SECTIONS
S-001	30	GENERAL NOTES
S-100	31	FOUNDATION AND FIRST FLOOR PLANS
S-101	32	SECOND FLOOR AND ROOF PLANS
S-102	33	WALKWAY AND SIDEWALK PLAN
S-103	34	MONORAIL LOCATION PLAN
S-104	35	WALKWAY AND SIDEWALK PLAN
S-300	36	BUILDING SECTION
S-400	37	TYPICAL CONCRETE DETAILS
S-410	38	FOUNDATION SECTIONS
S-411	39	FOUNDATION SECTIONS
S-412	40	TRANSFORMER/DUMPSTER PLAN AND SECTIONS
S-500	41	TYPICAL FRAMING DETAILS AND CONCRETE BEAM SCHEDULE

S-501	42	TYPICAL STEEL DETAILS AND SCHEDULES
S-510	43	TYPICAL MASONRY DETAILS
S-520	44	FRAMING SECTIONS
<u>PROCESS</u>		
DP-101	45	DEMOLITION EXISTING PUMP ROOM
P-101	46	PROCESS LEGEND AND NOTES
P-102	47	PROCESS FLOW DIAGRAM
P-103	48	NEW PUMP STATION SECTION AND PLAN
P-104	49	NEW PUMP STATION PLANS AND SECTION
P-105	50	EXISTING MOTOR ROOM & VALVE VAULT NEW WORK PLANS AND SECTIONS
P-106	51	STANDARD DETAILS
P-107	52	SURGE TANK DETAILS
<u>MECHANICAL</u>		
M-100	53	MECHANICAL LEGENDS AND NOTES
M-101	54	MECHANICAL PLAN EL. 990.00
M-102	55	MECHANICAL PLAN EL. 978.25 & 963.00
M-103	56	MECHANICAL SECTIONS
M-104	57	PLUMBING PLAN EL. 990.00
M-105	58	PLUMBING PLAN EL. 978.25 & 963.00
M-106	59	PLUMBING PLAN EXISTING BASEMENT
M-601	60	CONTROL DIAGRAM AND STANDARD DETAILS
M-602	61	MECHANICAL SCHEDULES
M-603	62	PLUMBING NOTES, LEGENDS AND STANDARD DETAILS
<u>ELECTRICAL</u>		
E-001	63	SYMBOLS AND ABBREVIATIONS
E-002	64	GENERAL NOTES
E-101	65	OVERALL SITE PLAN EXISTING DEMOLITION
E-102	66	ENLARGED AREA PLAN EXISTING DEMOLITION
E-103	67	ENLARGED AREA PLAN EXISTING DEMOLITION
E-104	68	OVERALL SITE PLAN - NEW
E-105	69	ENLARGED AREA PLAN - NEW PRIMARY SWITCHGEAR
E-106	70	ENLARGED AREA PLAN - NEW PUMP STATION
E-110	71	DEMOLITION PLAN EXISTING PUMP ROOM #2
E-111	72	DEMOLITION PLAN FILTER PRESS CONTROL ROOM
E-120	73	POWER PLAN PUMP ROOM #2
E-121	74	POWER PLAN FILTER PRESS CONTROL ROOM
E-122	75	POWER PLAN EL. 963.0 AND 978.25
E-123	76	POWER PLAN EL. 990.00 AND 1004.83
E-124	77	PARTIAL POWER PLAN LAB CORRIDOR
E-125	78	GROUND FLOOR CARBON BUILDING CONTROL ROOM
E-126	79	PARTIAL POWER PLAN - BASEMENT FILTER BUILDING GREEN MCC3

E-132	80	LIGHTING PLAN EL. 963.0 AND 978.25
E-133	81	LIGHTING PLAN EL. 990.00
E-142	82	ELECTRICAL FIRE ALARM PLAN EL. 963.0 AND 978.25
E-143	83	ELECTRICAL FIRE ALARM PLAN EL. 990.00
E-153	84	ELECTRICAL SECURITY PLAN EL. 990.00
E-501	85	DETAILS
E-502	86	DETAILS
E-503	87	DETAILS
E-601	88	SINGLE LINE DIAGRAM OVERALL DEMOLITION
E-602	89	SINGLE LINE DIAGRAM RED SYSTEM DEMOLITION
E-603	90	SINGLE LINE DIAGRAM OVERALL
E-604	91	SINGLE LINE DIAGRAM RED RSB1
E-605	92	SINGLE LINE DIAGRAM RED MCC1, WEST HIGH SERVICE MCC
E-606	93	SINGLE LINE DIAGRAM RED MCC2, DEWATERING MCC
E-607	94	SCHEDULES
E-701	95	FIRE RISER DIAGRAM

INSTRUMENTATION

I-001	96	SYMBOLS AND ABBREVIATIONS 1
I-002	97	SYMBOLS AND ABBREVIATIONS 2
I-003	98	SYMBOLS AND ABBREVIATIONS 3
I-005	99	ENLARGED AREA PLAN - NEW SWG1 PLC CABINET
I-120	100	PLAN 1
I-121	101	PLAN 2
I-122	102	CONDUIT AND CABLE SCHEDULE
I-600	103	CONTROL SYSTEM OVERVIEW
I-601	104	P&ID 1
I-602	105	P&ID 2
I-603	106	P&ID 3
I-604	107	TYPICAL VERTICAL TURBINE SCHEMATIC
I-605	108	TYPICAL SUMP PUMP SCHEMATIC
I-606	109	AIR COMPRESSOR SCHEMATIC
I-700	110	PLC CABINET WIRING
I-701	111	PLC I/O WIRING 1
I-702	112	PLC I/O WIRING 2
I-703	113	PLC I/O WIRING 3
I-704	114	PLC I/O WIRING 4
I-705	115	PLC I/O WIRING 5
I-706	116	PLC I/O WIRING 6
I-707	117	PLC I/O WIRING 7
I-708	118	PLC I/O WIRING 8

BOILER SYSTEM UPGRADE

AD-810	119	DEMOLITION - THIRD FLOOR PLAN AND SECTION
AD-820	120	DEMOLITION - BACKWASH TANK AREA PLAN AND SECTION
A-800	121	THIRD FLOOR PLAN
A-810	122	ROOF PLAN
A-820	123	ELEVATIONS
A-830	124	SECTION AND DETAILS
A-831	125	SECTIONS AND DETAILS
A-832	126	SECTION
A-860	127	SCHEDULES AND DETAILS
S-800	128	THIRD FLOOR PLAN
S-801	129	ROOF PLAN AND DETAILS
M-800	130	DEMOLITION - BASEMENT PLAN
M-810	131	NEW BOILER ROOM - HVAC PLAN
M-811	132	NEW BOILER ROOM - SECTION
M-820	133	BASEMENT PLAN - IMPROVEMENT TO EXISTING BOILER ROOM
M-830	134	NEW BOILER ROOM - PLUMBING PLAN
M-840	135	NEW BOILER ROOM - FIRE PROTECTION PLAN
M-850	136	SCHEMATIC DIAGRAM
M-860	137	SCHEDULES
M-861	138	STANDARD DETAILS
E-800	139	NEW BOILER ROOM - POWER PLAN
E-801	140	BASEMENT PLAN – IMPROVEMENT TO EXISTING BOILER ROOM
E-820	141	NEW BOILER ROOM - LIGHTING PLAN
E-860	142	NEW BOILER ROOM – SCHEDULES
E-861	143	CONTROL DIAGRAMS
E-862	144	SCHEMATIC WIRING DIAGRAMS

ADVERTISEMENT
FOR THE
WEST HIGH SERVICE PUMP STATION
CITY OF ANN ARBOR

BID NO. ITB-4221

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Thursday, May 31, 2012 by 10:00 AM for the construction of West High Service Pump Station. Bids will be publically opened and read aloud at this time.

A pre-bid conference will be held Thursday, May 10, 2012 at 10:00 AM at the Water Treatment Plant located at 919 Sunset Road, Ann Arbor, Michigan 48103. Attendance is highly recommended.

Work to be done includes the construction, startup, and testing of a new high service pump station at the City of Ann Arbor Water Treatment Plant. The pump station will be three levels with an approximate footprint of 2,000 square feet and will be approximately 27 feet deep. The pump station will include four (4) vertical turbine pumps, process piping, valves, surge tank, flow meter, and ancillary equipment. The project will include earth retention, yard piping, cast-in-place foundation, masonry superstructure, paving, boiler system, and other related work. Electrical improvements will include a new transformer, switchboard, variable frequency drives, SCADA, duct bank construction and other related work.

Additional Requirements: The following requirements shall apply to the Contract for the work of this project and to all subcontracts thereunder: 1) State of Michigan Drinking Water Revolving Fund Requirements; 2) Disadvantaged Business Enterprises (DBE) Specifications and Forms; 3) Project Wage Determination (under the Davis-Bacon Act, as amended, and related statutes); 4) Equal Opportunity Clause (Executive Order 11246); 5) Debarment Certification. The successful bidder shall fully comply with all of these special provisions and shall be responsible to ensure compliance with same by all of his subcontractors.

Bid documents, specifications, and addenda, with the exception of the Plans, shall be downloaded by vendors at either of the following websites: Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor Purchasing website: www.A2gov.org. It is the vendor's responsibility to verify they have obtained all information before submitting a bid.

Complete Bid Documents, detailed specifications and plans may be obtained at the office of the ENGINEER, Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, Michigan 48108, for a non-refundable fee of \$20.00 for Electronic Copies (CD). Hard copies are not available. Only those Bidders who have purchased plans from Stantec will be allowed to submit Bids. When requesting the documents, prospective Bidders shall provide the following:

1. Company Name, Contact Name and Address
2. Document Fee
3. Signed Non-Disclosure Agreement for Bidders

A complete set of Bid Documents, specifications and plans shall also be available for public viewing at the office of Stantec Consulting Michigan Inc. and at the City of Ann Arbor City Hall, First Floor Customer Service.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Each Bid shall meet the requirements of the State of Michigan Drinking Water Revolving Fund Requirements and shall be accompanied by the completed Disadvantaged Business Enterprises (DBE) Good Faith Worksheets and the Debarment Certification.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage. The successful Bidder will also be required to sign and submit the Non-Disclosure Agreement for Contract Award.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents.

After the time of opening, no Bid may be withdrawn for a period of 120 days. The City reserves the right 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.

Technical questions regarding this project may be submitted in writing to the Consulting Engineer, Stantec Consulting, Attn: Glen Wiczorek, PE via email at glen.wiczorek@stantec.com. Questions by telephone call are prohibited. Questions directed to the Owner are prohibited. The deadline for questions shall be 5:00 PM on Wednesday, May 23, 2012. Questions will not be received after this date.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500 ext. 42506.

CITY OF ANN ARBOR PROCUREMENT UNIT

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on Thursday, May 10, 2012 at 10:00 AM at the City of Ann Arbor Water Treatment Plant located at 919 Sunset Road, Ann Arbor, Michigan 48103. A site visit will follow the pre-bid conference to allow potential bidders the opportunity to view the project site.

Attendance at this conference is highly recommended. Only two representatives from each firm shall be allowed to attend this conference due to limited space. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

In addition to the pre-bid conference, prospective Bidders shall have the opportunity to visit the site on Thursday, May 17, 2012 from 9:00 AM to 2:00 PM at the City of Ann Arbor Water Treatment Plant. The purpose of this site visit will be to allow Bidders the opportunity to further view the project site. A second pre-bid conference will not be repeated at this time. This will be the only additional time that the site will be made available for bidders prior to the bid due date.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on Page Numbers ITB 1-3 and on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before May 23, 2012 by 5:00 PM and should be addressed as follows:

Specification/Scope of Work questions emailed to glen.wiczorek@stantec.com
Bid Process and HR Compliance questions emailed to Lnewton@a2gov.org.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before May 31, 2012 by 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB 4221 – West High Service Pump Station.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

Qualifications

The City will evaluate Proposals based on cost as well as experience. Contractors that have not included the required list of similar work experience, resumes for project manager and superintendent, and associated references in Section 5 of the Bid Form may have their bid rejected.

As part of the proposal, Bidders shall provide documentation that the Bidder's company has at least 10 years of experience performing construction of water and wastewater facilities. Bidders shall also submit, for the proposed Project Manager and Superintendent, resumes documenting 7 years of professional experience for each individual in the construction industry as a full-time employee, along with 3 references for each individual from previous projects completed within the past 5 years. Bidders shall also submit the attached form, "Section 5 – References," which identifies a minimum of three projects completed in the past five years at water or wastewater facilities with a treatment capacity of 10 million gallons per day or larger, including construction cost, contractor and subcontractor information, that demonstrate similar work experience and complexity to that included within these contract documents, specifically earth retention and cast-in-place concrete foundations, pump station construction, underground, electrical and instrumentation and control work at treatment plants.

All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Complete Bid Documents, detailed specifications and plans may also be obtained at the office of the ENGINEER, Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, Michigan 48108, for a non-refundable fee of \$20.00 for Electronic Copies (CD). Hard copies are not available. When requesting the documents, prospective bidders shall provide the following:

1. Company Name, Contact Name and Address
2. Document Fee
3. Signed Non-Disclosure Agreement for Bidders

Non-Disclosure Agreement for Bidders

Beginning at page NDAB-1, prospective bidders must comply with the requirements of the Non-Disclosure Agreement for Bidders. All those obtaining Bid Documents for any purpose must sign and submit the Non-Disclosure Agreement for Bidders, along with their document fee, in order to receive the Bid Documents.

State of Michigan Drinking Water Revolving Fund Requirements

All prospective Bidders must meet the requirements for the State of Michigan Drinking Water Revolving Fund Requirements as provided on pages beginning with DS-1. All Bidders must complete and return with their bid completed Disadvantaged Business Enterprises (DBE), Good Faith Worksheets and the Debarment Certification.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 120 days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms or an acceptable equivalent.

Wage Requirements

Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

Wiczorek, Glen

From: Newton, Linda <LNewton@a2gov.org>
Sent: Monday, June 11, 2012 11:26 AM
To: Wiczorek, Glen
Cc: Steglitz, Brian
Subject: RE: ITB-4221 Evaluation

Contract compliance approval from 6/11/12 to 6/11/13.

Linda Newton
City of Ann Arbor
Procurement Officer
734-794-6576
Internal x45206

From: Wiczorek, Glen [<mailto:glen.wiczorek@stantec.com>]
Sent: Monday, June 11, 2012 9:20 AM
To: Newton, Linda
Cc: Steglitz, Brian; Wiczorek, Glen
Subject: FW: ITB-4221 Evaluation

Linda:

Please find attached your requested document from Spence Brothers. Do not hesitate to contact me if you need anything else. Thank you.

Glen Wiczorek, PE
Senior Associate, Water
Stantec
3959 Research Park Drive
Ann Arbor MI 48108-2216
Ph: (734) 214-2519
Fx: (734) 761-1200
Cell: (734) 576-5463
glen.wiczorek@stantec.com
stantec.com

The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

 Please consider the environment before printing this email.

From: Mike Truax, PE [<mailto:MikeTruax@spencebrothers.com>]
Sent: Friday, June 08, 2012 10:30 AM
To: Wiczorek, Glen
Cc: Chad Nienhuis
Subject: RE: ITB-4221 Evaluation

Sorry this took so long, but I was out most of yesterday.

Mike Truax

From: Wiczorek, Glen [<mailto:glen.wiczorek@stantec.com>]
Sent: Thursday, June 07, 2012 8:45 AM

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization Spence Brothers Date Form Completed 5-31-2012

Name and Title of Person Completing this Form Chad Nienhuis Assistant V.P. Name of President Herbert A. Spence III, P.E.

Address 4343 Concourse Drive Suite 100 Ann Arbor, MI 48108 County Washtenaw Phone # 734-213-6033
(Street address) (City) (State) (Zip) (Area Code)

Fax# 734-213-6023 Email Address chadn@spencebrothers.com
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-L	
	Male						Female								
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native			
A	B	C	D	E	F	G	H	I	J	K	L				
Exec/Sr. Level Officials	10						01								11
Supervisors															
Professionals	16						03		01						20
Technicians	01														01
Sales	01														01
Admin. Support	10						04		01						15
Craftspeople	61	01													62
Operatives															
Service Workers	02														02
Laborers/Helper	13						01					01			15
Apprentices															
Other															
TOTAL	114	01					09		02			01			127
PREVIOUS YEAR TOTAL															

9/03

Questions about this form?

Call (734)794-6576

AFF-2

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization Spence Brothers Date Form Completed 5-31-2012

Name and Title of Person Completing this Form Chad Nienhuis Assistant V.P. Name of President Herbert A. Spence III, P.E.

Address 4343 Concourse Drive Suite 100 Ann Arbor, MI 48108 County Washtenaw Phone # 734-213-6033
(Street address) (City) (State) (Zip) (Area Code)

Fax# 734-213-6023 Email Address chadn@spencebrothers.com
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials	02												02
Supervisors													
Professionals	08						01						09
Technicians													
Sales													
Admin. Support							01		01				02
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper	03												03
Apprentices													
Other													
TOTAL	13						02		01				16
PREVIOUS YEAR TOTAL	09						01		00				10

2/12

Questions about this form? Call 734-794-6576

AFF-3

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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes X No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Spence Brothers
Company Name


Signature of Authorized Representative

Signature of Authorized Representative

Chad Nienhuis Assistant V.P.
Type or Print Name and Title

May 31, 2012
Date signed

4343 Concourse Drive Suite 100
Address City State Zip

734-213-6033
Phone (area code)

chadn@spencebrothers.com
Email address

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576

LW-2

Revised 3/2012

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 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.

For Additional Information or to File a Complaint Contact:

Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org.

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

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 Advertisement, Human Rights Division Contract Compliance Forms, 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 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, and 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 1:319 (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 further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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 31 DAY OF May, 2012.

Spence Brothers

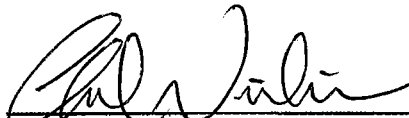
Bidder's Name

4343 Concourse Dr #100

Official Address

734-213-6033

Telephone Number



Authorized Signature of Bidder

Chad Nienhuis

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of Michigan, for whom Chad Nienhuis, bearing the office title of Assistant V.P., whose signature is affixed to this Bid, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of Washtenaw, State of Michigan

* An individual, whose signature with address, is affixed to this Bid:


(initial here)



MINUTES OF A SPECIAL ANNUAL MEETING
OF
THE BOARD OF DIRECTORS OF SPENCE BROTHERS


A Special Annual Meeting of the Board of Directors of Spence Brothers was held pursuant to verbal notice at the General Offices of Spence Brothers, 417 McCoskry Street, Saginaw, Michigan, on the 2nd day of February, 2012.

A majority of the Directors being present, the President declared a quorum.

On Motion duly made, seconded and unanimously adopted, a resolution was passed conferring upon Chad Nienhuis, Assistant Vice President, of Spence Brothers, the authority to sign construction proposals and to execute contracts on behalf of the Corporation until February 7, 2013, said proposals and contracts, when signed by Chad Nienhuis, to be entirely binding upon the Corporation.


There being no further business to come before the Board Meeting, the meeting adjourned.

Dated: February 2, 2012



Edwin A. Spence, III, Secretary

Edwin A. Spence, III, hereby certifies that he is Secretary of Spence Brothers and that the above is an exact and true copy of the Minutes of the Special Annual Meeting of the Board of Directors of Spence Brothers held on February 2, 2012.



Edwin A. Spence, III, Secretary

(Corporate Seal)

BID FORM

Section 1 – Schedule of Prices

Project: West High Service Pump Station
Bid No.: ITB-4221

Base Bid

The Bidder agrees to complete the Project with a complete and fully functional pump station and all related work, as specified and shown on the drawings, for the following lump sum (the Base Bid does not include the amounts associated with Alternates #1 and #2 below).

Seven Million eight hundred forty thousand Dollars (\$ 7,840,000)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate #1

The following item is an alternate for the pump manufacturer. The Owner may elect to substitute the alternate manufacturer listed below for the Base Bid manufacturer.

In lieu of the Base Bid manufacturer, provide National Pump vertical turbine pumps and any necessary changes in the Work or means and methods associated with this submission.

Add/Deduct (circle one) one hundred fifteen thousand five hundred Dollars (\$ 115,500)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate #2

The Bidder agrees to complete the Boiler Replacement with a complete and fully functional lead/lag boiler system including the demolition of the existing boiler system, the demolition of the backwash tanks, the improvements to the new boiler room, the construction of the new access corridor, the elevator modifications, all associated structural, architectural, painting, HVAC, electrical, and I&C work, and all other related work, as specified and shown on the drawings, for the following lump sum.

Seven hundred eleven thousand Dollars (\$ 711,000)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

BID FORM

Section 2 - Material and Equipment 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.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

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



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.

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



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.

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>
The Niemi Corporation 2820 E Michigan Ave. Ypsilanti, MI 48198	Earth Retention	\$ 600,000
WPM 8127 Industrial Park Dr. Grand Blanc, MI 48439	Yard Piping	\$ 858,000
ASI 1780 E. Englewood Pontiac, MI 48340	Paving	\$ 70,675
Spence Brothers 4343 Concourse DR. Ann Arbor, MI 48108	Concrete	\$ 600,000
DiClaudio 8610 Ferry Rd. Grosse Ile, MI 48138	Masonry	\$ 127,775
Michigan Steel Fabricators 5225 Energy DR. Flint, MI 48505	Steel	\$ 151,700
3. L. K. Coatings 18401 Weaver Detroit, MI 48228	Painting	\$ 49,765
P.P.E. 435 Union St. Milford, MI 48381	Process Piping	\$ 381,000
Shaw Electric's Supplier G.E.	Switch Boards M.C.C.'s	\$ 230,000

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
VFD's (Rockwell ² Square D -owner option) Gould PUMPS	Pump & VFD Manufacturer	\$ 850,000
VIA (Kennedy Industries) 52900 Grand River New Hudson, MI 48165	Process Valve Manufacturer	Lump Sum Price with Surge Tank
Henry Pratt 401 S. Highland Ave Aurora, IL 60506	Electrical	\$ 1,280,000
Shaw Electric 22100 Telegraph Southfield, MI 48108-5014	HVAC / Plumbing	\$ 146,000
P.P.E. (HVAC sub) V.M. Systems 3125 Hill Ave. Toledo, OH 43607	Controls	\$ 120,000
Commerce Controls 41069 Vincenti Ct. Novi, MI 48375	Hydraulic Passenger Elevator	\$ 86,629
Schindler Elevator 28451 Schoolcraft Rd. Livonia, MI 48150	Boiler Manufacturer	\$ 150,000
Cleaver Brooks 221 Law Street Thomasville, GA 31792	Materials Testing Subconsultant	\$ 23,145
Haengel & ASSOC. 42030 Koppernick Rd. Canton, MI 48187	Other Plumbing	\$ 100,000
P.P.E. (PLBG sub) R.A. Rush Plumbing & Htg. 6880 Sylvania Petersburg Rd. Ottawa Lake, MI 49267		

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 _____

BID FORM

Section 5 – References

GENERAL CONTRACTOR (Name: Spence Brothers)

Include a minimum of three references from projects completed within the past ten years at water or wastewater facilities with a treatment capacity of 10 million gallons per day or larger.

Refer also to Instructions to Bidders for additional requirements.

1) Commerce WWTP \$51,300,000 2011
Project Name Cost Date Constructed

Thomas Zoner 248-624-0110
Contact Name Phone Number

2) Genesee County WWTP \$14,470,000 2008
Project Name Cost Date Constructed

Jeffrey Wright 810-732-7870
Contact Name Phone Number

3) Genesee County NE Sewer PS \$10,140,000 2007
Project Name Cost Date Constructed

Tom Maxwell 248-454-6349
Contact Name Phone Number

BID FORM

Section 5 – References

SUBCONTRACTOR – YARD PIPING (Name: WPM, Inc.)

Include a minimum of three references from projects completed within the past ten years at water or wastewater facilities with a treatment capacity of 10 million gallons per day or larger involving large diameter underground pipe installation, restrained joint pipe installation, and work involving maintaining plant flows through sequencing and temporary shutdowns.

Refer also to Instructions to Bidders for additional requirements.

- | | | | |
|----|--|---------------------|-------------------------|
| 1) | <u>Kuhn Drain</u> | <u>\$11,500,000</u> | <u>2001 to 2004</u> |
| | Project Name | Cost | Date Constructed |
| | <u>Ken Beaudoin, Walbridge</u> | | <u>313-963-8000</u> |
| | Contact Name | | Phone Number |
| | <u>Excavation, Backfill, Site Utilities for Oakland County Drain Commission, I075 & 12 Mile Rd</u> | | |
| | Description | | |
| 2) | <u>Baby Creek</u> | <u>\$5,100,000</u> | <u>2003 to 2006</u> |
| | Project Name | Cost | Date Constructed |
| | <u>Scott Penrod, Walbridge</u> | | <u>313-963-8000</u> |
| | Contact Name | | Phone Number |
| | <u>Large, Deep Utility, Installation for DWSB in Dearborn, MI</u> | | |
| | Description | | |
| 3) | <u>Toledo CSD Basin</u> | <u>\$3,500,000</u> | <u>2010 to 2012</u> |
| | Project Name | Cost | Date Constructed |
| | <u>Terry O'Conner, Irish Construction</u> | | <u>517-548-3440</u> |
| | Contact Name | | Phone Number |
| | <u>Excavation, Backfill, Utility Install City of Toledo, OH</u> | | |
| | Description | | |

BID FORM

Section 5 - References

SUBCONTRACTOR - EARTH RETENTION (Name: The Niemi Corporation)

Include a minimum of three references from projects completed within the past five years at similar buildings, facilities or structures involving critical earth retention and vibration monitoring to protect the existing infrastructure.

Refer also to Instructions to Bidders for additional requirements.

1) Lansing WTP \$58,600 3/5/12
Project Name Cost Date Constructed

Gordon Shell - Christman (517) 482-0554
Contact Name Phone Number

Temporary Steel Sheet Piling
Description

2) Ann Arbor WTP \$160,000 6/25/07
Project Name Cost Date Constructed

Matt Glaz - Walsh (313) 873-6600
Contact Name Phone Number

Temporary Steel Sheet Piling
Description

3) Genessee County Clarifiers \$766,391 12/15/10
Project Name Cost Date Constructed

Darryl Markstrom - Irish Construction (517) 548-3440
Contact Name Phone Number

Steel Sheet Piling - Left in Place
Description

BID FORM

Section 5 – References (Continued)

SUBCONTRACTOR – EARTH RETENTION (Name: The Niemi Corporation)

Include a minimum of three references from projects completed within the past five years at similar buildings, facilities or structures involving critical earth retention and vibration monitoring to protect the existing infrastructure.

Refer also to Instructions to Bidders for additional requirements.

4)	<u>Varsity Ann Arbor</u>	<u>\$461,100.00</u>	<u>March - May 2012</u>
	Project Name	Cost	Date Constructed

<u>Brian Smith - W.P.M., Inc.</u>	<u>(810) 606-1400</u>
Contact Name	Phone Number

Drilled Soldier Pile and Lagging and Augercast Pile Earth Retention Systems
Description

5)	<u>Romeo United Methodist Church</u>	<u>\$145,211</u>	<u>3/31/05</u>
	Project Name	Cost	Date Constructed

<u>Dan Parkinson or Mike Maxwell - Hicks Constr.</u>	<u>(586) 566-6060</u>
Contact Name	Phone Number

Augercast Retaining Wall with Tiebacks to Support 150 Year Old Church
Description

6)	<u>DWSD SW-548</u>	<u>\$209,068.00</u>	<u>April 2012</u>
	Project Name	Cost	Date Constructed

<u>Gary Antonelli - Colasanti Constructors</u>	<u>(313) 567-0060</u>
Contact Name	Phone Number

Drilled Caissons
Description

BID FORM

Section 5 - References

SUBCONTRACTOR - CONCRETE (Name: Spence Brothers)

Include a minimum of three references from projects completed within the past ten years for similarly sized structures (or larger) involving deep foundations, elevated beams and slabs, and other related work.

Refer also to Instructions to Bidders for additional requirements.

1) Commerce WWTP \$14,000,000 (Concrete only) 2011
Project Name **Cost** **Date Constructed**

Thomas Zoner 248-624-0110
Contact Name **Phone Number**

Expansion of an existing WWTP
Description

2) UofM Mott Hospital Foundations \$10,000,000 2008
Project Name **Cost** **Date Constructed**

Mary Pinegar-Koster 734-615-3566
Contact Name **Phone Number**

Foundation and structural concrete for new CS Mott Children and Women Hospital
Description

3) Leoni WWTP Concrete \$3,500,000 2009
Project Name **Cost** **Date Constructed**

Dick Johnson 517-531-5773
Contact Name **Phone Number**

Expansion to an existing WWTP
Description

BID FORM

Section 5 - References

SUBCONTRACTOR - ELECTRICAL (Name: Shaw Electric Co.)

Include a minimum of three references from projects completed within the past ten years at water or wastewater facilities with a treatment capacity of 10 million gallons per day or larger involving VFDs, switchboard/switchgear, transformer installation, coordinating work with temporary plant shutdowns, and other related work.

Refer also to Instructions to Bidders for additional requirements.

Ann Arbor WWTP Residuals

1) <u>Handling Improvements</u>	<u>\$8,400,000</u>	<u>Spring 2012</u>
<u>Project Name</u>	<u>Cost</u>	<u>Date Constructed</u>

<u>Mike Amicangelo</u>	<u>734-794-6450</u>
<u>Contact Name</u>	<u>Phone Number</u>

Replacement of Power equipment as well as PLC/SCADA equipment for Centrifuges, Gravity Belt Thickeners, Limo Silos, Pug Mills, Conveyors & Hoppers

Description

2) <u>Pump Station</u>	<u>\$12,000,000</u>	<u>Winter 2011</u>
<u>Project Name</u>	<u>Cost</u>	<u>Date Constructed</u>

<u>Gino D'Agostini</u>	<u>586-781-5800</u>
<u>Contact Name</u>	<u>Phone Number</u>

Installation of 15kV Switchgear, Substations to control & monitor 15kV, 1500HP & 2000HP Storm water pumps

Description

3) <u>CSO Control Facility</u>	<u>\$6,100,000</u>	<u>Summer 2011</u>
<u>Project Name</u>	<u>Cost</u>	<u>Date Constructed</u>

<u>Judy Pasternak</u>	<u>313-963-8000</u>
<u>Contact Name</u>	<u>Phone Number</u>

Construction of Screenings & Control Building to control & monitor 16 screens, 32 chemical injection pumps, odor control equipment, gas detection & security systems

Description

BID FORM

Section 5 – References

SUBCONTRACTOR – INSTRUMENTATION AND CONTROLS (Name: Commerce Controls, Inc.)

Include a minimum of three references from projects completed within the past ten years at water or wastewater facilities with a treatment capacity of 10 million gallons per day or larger.

Refer also to Instructions to Bidders and Specification Section 17015 for additional requirements.

1) City of Bay City, Michigan \$2,547,166 23 MAR 2004
Project Name Cost Date Constructed

Bill Kaiser #(989) 891-1200
Contact Name Phone Number

WASTEWATER TREATMENT PLANT IMPROVEMENTS (20MGD)
Description

2) City of Cape Coral, Florida \$2,822,187 20 JAN 2010
Project Name Cost Date Constructed

Andrew Fenske (239) 574-0078
Contact Name Phone Number

New Reverse Osmosis Water Treatment Plant (10MGD)
Description

3) City of Gainesville, Florida \$508,585 11 JUN 2009
Project Name Cost Date Constructed

Marcus Mitchell (352) 535-5391
Contact Name Phone Number

KANAPAH WATER RECLAMATION FACILITY PLC REPLACEMENT (10MGD to 14.9MGD)
Description

Attachment A

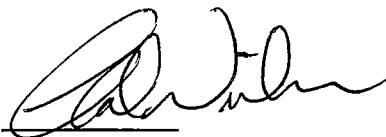
BID FORM

Section 6 – Certification for Self-Performed Work

In submitting this Bid and by signing below, the Bidder certifies that, as General Contractor, they shall self-perform 10% or greater of the Work (based upon the Lump Sum Base Bid fee). For the purposes of this Contract, self-performed work shall not include administrative costs, overhead, profit, management, on-site supervision and all other construction management.

At the City's request, the Bidder shall provide supporting documentation during the Bid phase and construction phase demonstrating compliance.

Signature of Authorized Representative of Bidder



CHAD NIENHUIS, LEED AP BD+C PROJECT MANAGER

Education

- Over 13 years experience in construction industry
- Over 11 years with Spence Brothers
- Bachelor's, Construction Management, Eastern Michigan University
- SB LEED NC 8-hr Training Crs 101
- SB LEED NC 8-hr Training Crs 102

Professional Affiliations

- American Concrete Institute Board of Directors, Michigan Chapter
- Washtenaw Contractors Association Membership Relations Committee
- Associated General Contractors -Education Committee
- Professional Dev Committee
- Young Constructors Forum Advisory Committee

Project Responsibilities

Working in coordination with our Superintendent, Chad will be our assigned Project Manager. He will have overall responsibility throughout all phases of construction for coordination of our construction services.



Experience Sampling

- ▷ Commerce Township Wastewater Treatment Plant
 - **\$51M** - Serving as the CM/c, construction of this new treatment plant took place adjacent to the existing. Project encompassed approximately **20,000 cubic yards of concrete**, and an excess of **\$2 million in cost savings due to our collaborative value engineering efforts.**
- ▷ Leoni Wastewater Treatment Plant Concrete
 - **\$3.5M** - Concrete work for construction of a new wastewater treatment plant slated to utilize bio-reactor technology. Construction included site work, concrete, pre-engineered building, mechanical (including equipment erection), electrical, outfall force main sewer, and sludge storage tanks. Project encompassed approximately **7,000 cubic yards of concrete.**
- ▷ Bay City Wastewater Treatment Plant
 - **\$36.5M** - Renovations included a new tertiary treatment building coming to rest upon an excess of **690 pipe piles**. Project also included installation of a new clarifier, as well as renovations to four primary clarifiers, two secondary clarifiers, two trickling filters, an eighty-foot-deep pump station, a solids handling building and an addition to the administration building that houses a new laboratory. Spence Brothers self-performed approximately 25% of the work including selective demolition, cleaning/sludge removal, and **over 5,800 cubic yards of concrete.**
- ▷ The University of Michigan
 - Cardiovascular Center Concrete Foundations: **\$7.7M** - Concrete for new 6-story structure covering over 350,000sf. Project encompassed approximately **19,500 cubic yards of concrete.**
 - Mott Women's & Children's Hospital, Concrete Foundations & Slab on Grade: **\$10.7M** - Project encompassed over **22,000 cubic yards of concrete.**
 - Biomedical Science Research Building Concrete: **\$16M** - Complex concrete mix design and placement procedures, pouring of approximately 600 cubic yards of concrete into an array of custom forms -structure built without a single straight line.
 - Ross School of Business Concrete & Site Packages: **\$6M** - Foundations and elevated slab for new seven-story facility. Project encompassed a total of approximately **20,000 cubic yards of concrete.**
 - Crisler Arena Expansion: **\$52M** - Expansion includes new construction of approximately 63,000sf creating new spectator entrances, retail spaces, ticketing areas and a private club space. Renovation of approximately 54,000sf will accommodate accessible seats, improve circulation and egress, increase the number of restrooms and concession areas, and other fan amenities.
- ▷ St. Joseph Mercy Health System Surgery Expansion & Renovation Concrete
 - **\$2.2M** - Project encompassed approximately **3,400 cubic yards of concrete.**
- ▷ William Beaumont Hospital Research Addition
 - **\$2M** - Concrete foundations, basement retaining walls, columns, grade beams, elevator pits, slab on grade, slab on metal deck, and excavation and backfill for basement, as well as the MRI vault. Project encompassed approximately **3,500 cubic yards of concrete.**
- ▷ Chelsea Community Hospital Expansion
 - **\$2M** - Concrete packages

CHAD NIENHUIS, LEED AP BD+C

REFERENCES

Education

- Over 13 years experience in construction industry
- Over 11 years with Spence Brothers
- Bachelor's, Construction Management, Eastern Michigan University
- SB LEED NC 8-hr Training Crs 101
- SB LEED NC 8-hr Training Crs 102

Professional Affiliations

- Associated General Contractors -Education Committee
- Professional Dev Committee
- Young Constructors Forum Advisory Committee
- Washtenaw Contractors Association

- ▷ Commerce Township Wastewater Treatment Plant
 - Reference: Thomas Zoner, Supervisor, 248-624-0110
- ▷ Leoni Wastewater Treatment Plant Concrete
 - Reference: Dick Johnson, OMM Engineering, Inc., 517-531-5773
- ▷ The University of Michigan Crisler Arena Expansion
 - Reference: Mike Marengi, Project Manager, 734-777-2355

WILLIAM BASINGER

SUPERINTENDENT

Experience

- Over 31 years experience in construction industry
- Over 31 years with Spence Brothers

Project Responsibilities & Expertise

Reflecting on the demands of a Superintendent to be placed on site, full time, William's three decades of experience make him one of our most finely seasoned professionals.

A strong enhancement to the expertise of any Superintendent slated to serve alongside the subcontractors, William's knowledge-base extends beyond an understanding of the specs and drawings, and through to hands-on building. A resume to include service as a journeyman carpenter, coupled with years spent superintending many of our most complex projects, his experience represents the most formidable foundation for the duties of a Superintendent.

From the field to the office, such applied expertise offers a keen awareness and appreciation for a broad spectrum of responsibility, strengthening his aptitude for the management of your project's field work, and assuring the utmost in quality craftsmanship, cost, and on-time delivery.



Experience Sampling

- ▷ Commerce Township WWTP - \$51M
- ▷ Genesee WWTP Expansion - \$14M
- ▷ Bay City WWTP Expansion - \$36.5M
- ▷ Webber Street CSO - \$8M
- ▷ Frankenmuth WWTP - \$4M
- ▷ Acacia Park CSO - \$13.5M
- ▷ Michigan State University Detroit College of Law - \$30M
- ▷ Hemlock Semiconductor Building #6
- ▷ Midland Great Lakes Eye
- ▷ Saginaw Community Health Hospital (now HealthSource Saginaw) Renovations
- ▷ Forensic Psychiatry Center Concrete
- ▷ The University of Michigan
 - Cardiovascular Center Concrete - \$7.7M
 - Biomedical Science Research Building Concrete & Tradework - \$16M
 - Ross School of Business Concrete - \$6.6M
 - Football Stadium Concrete Repairs - \$4M
 - Palmer Drive Development Concrete
 - Indoor and Outdoor Football Practice Facilities Concrete
- ▷ Clarkston Community Schools - Clarkston High School Concrete
- ▷ Brighton Area Schools - Brighton High School Concrete - \$2M
- ▷ Pfizer Pharmaceutical Concrete

WILLIAM BASINGER

REFERENCES

Experience

- Over 31 years experience in construction industry
- Over 31 years with Spence Brothers

- ▷ Commerce Township Wastewater Treatment Plant
 - Reference: Thomas Zoner, Supervisor, 248-624-0110
- ▷ Genesee Wastewater Treatment Plant
 - Reference: Jeffrey Wright, Genesee County Drain Commissioner, 810-732-7870
- ▷ Bay City Wastewater Treatment Plant
 - Reference: Bill Kaiser, Plant Superintendent, 989-894-8318

EXPERIENCE SAMPLING

<u>PROJECT</u>	<u>OWNER</u>	<u>COMPLETION</u>	<u>SIZE/\$ VALUE</u>
Acacia Park Combined Sewer Overflow	Oakland Co Drainage Brd	1997	\$13,600,000
Ann Arbor WWTP	Washtenaw County	1979	\$57,400,000
Bay City WWTP	City of Bay City	2004	\$36,500,000
Bay County WWTP	Bay County	1982	\$21,100,000
Betsie Lake Utility Authority WWTP	Betsie Lake Utilities Authority	2009	\$1,000,000
Betsie Lake Utility Authority WWTP	Betsie Lake Utilities Authority	2004	\$1,200,000
Brighton Township WWTP	Livingston Co Drain Commission	2002	\$7,300,000
Village of Carleton WWTP	Village of Carleton	1996	\$6,800,000
Commerce Twp WWTP	Charter Township of Commerce	2011	\$51,300,000
Croswell WWTP	City of Croswell	1994	\$300,000
Delta Charter Township Oxidation Towers	Delta Charter Township	2010	\$460,000
Village of Dexter WWTP	Village of Dexter	2001	\$3,200,000
Frankenmuth WWTP	City of Frankenmuth	1999	\$4,000,000
Genesee County NE Sewer Pump Station	Genesee Co Drain Commission	2007	\$10,000,000
Genesee County WWTP	Genesee Co Drain Commission	2008	\$14,500,000
Harbor Beach WWTP	City of Harbor Beach	1988	\$5,700,000
Ira Township Water Treatment Facility	Ira Township	1996	\$6,400,000
Village of Kalkaska WWTP	Village of Kalkaska	2004	\$5,900,000
Leoni WWTP	Leoni Township	2008	\$3,500,000
Lyons Township WWTP	Lyons Township	2010	\$1,400,000
Manistique WTP	City of Manistique	2011	\$6,000,000
Marine City WWTP	City of Marine City	1993	\$8,200,000
Milk River Combined Sewer Overflow	Milk River Drainage Board	1995	\$22,900,000
New Baltimore Water Treatment Plant	City of New Baltimore	1994	\$3,100,000
Saginaw Chippewa Indian Tribe WWTP	Saginaw Chippewa Indian Tribe	2000	\$6,900,000
Saginaw Steering Gear WWTP	City of Saginaw	1972	\$1,100,000
Saginaw WWTP Chlorination Facility	City of Saginaw	1990	\$800,000
City of Saginaw Water Pollution Control	City of Saginaw	1974	\$45,900,000
Salt Fraser Retention Basin	City of Saginaw	1995	\$9,600,000
Sault Ste Marie WWTP	City of Sault Ste Marie	1986	\$9,800,000
St. Clair City WWTP	City of St. Clair	1986	\$5,000,000
Webber Street Combined Sewer Overflow	City of Saginaw	1995	\$7,700,000
Ypsilanti WWTP - Ultraviolet Disinfection	Ypsilanti Community Utilities	2003	\$4,600,000

EXPERIENCE SAMPLING

Commerce Township WWTP

Major Expansion

Delivery Method:

CM/c

Location:

Commerce Township, MI

Proj Cost:

\$51,300,000

Completion:

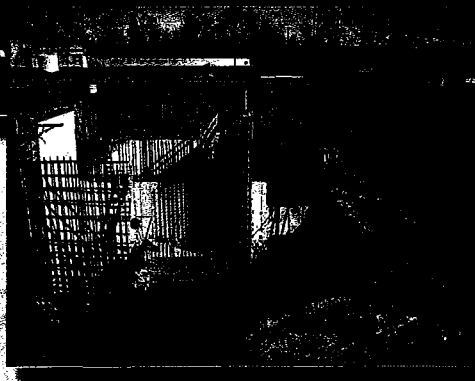
2011

Reference:

Thomas Zoner
Supervisor
248-624-0110



Description: Recognized leaders in construction, Spence Brothers was selected to perform as the Construction Manager/constructor for this project. As you may be aware, the Construction Management delivery method is rarely used in the construction of wastewater treatment plants in the state of Michigan.



This project, the site of which can span the area of two football fields, included the construction of a brand new treatment plant, the site of which is located adjacent to the existing. All plant processes were included in the construction of this expansion from influent wet well to affluent pumps: screening, grit removal, oxidation ditches, clarifiers, disk filters, ultraviolet disinfection, as well as sludge belt presses.

Our services on this project included extensive value engineering, constructability, process design, scheduling, operations and safety reviews, as well as concrete and general trade work. This project encompassed approximately 20,000cu yds of concrete, with an excess of \$2m in cost savings due to our value engineering expertise. With this net of additional costs, the Owner was able to add to the job various improvements to their operations and safety.

Safety

Integrity

Mentoring

People

Legacy

Excellence

EXPERIENCE SAMPLING

Genesee County Wastewater Treatment Plant Expansion Including Gen'l Trades & Concrete

Delivery Method:

GC

Location:

Linden, MI

Proj Cost:

\$14,470,000

Completion:

2008

Reference:

Jeffrey Wright

Genesee County

Drain Commissioner

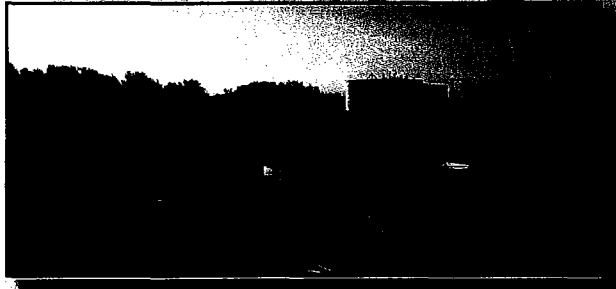
810-732-7870



Description: Along with serving as the General Contractor for this project, Spence Brothers also held the contracts for a **substantial amount of concrete (8,717 cubic yards), masonry, and carpentry work** associated with this wastewater treatment expansion project.

Major components of the expansion include a new raw sewage pumping station, two new primary clarifiers, a new primary sludge pumping station; two new secondary clarifiers; a new return

activated sludge pumping station; a new ultraviolet disinfection structure; modifications and expansion to the influent and effluent splitter structures; expansion of the existing aeration tanks; a new dewatering building with polymer systems, sludge dewatering system, sludge mixing and recirculation systems; adding sludge storage tank mixing systems; converting existing clarifiers to thickened sludge storage tanks with odor control; major additions and upgrades to the instrumentation and control systems.



Safety

Integrity

Mentoring

People

Legacy

Excellence

EXPERIENCE SAMPLING

Leoni Wastewater Treatment Plant

Low Point, NC

Delivery Method:

Subcontractor

Location:

Jackson, MI

Proj Cost:

\$3,500,000

Completion:

2009

Reference:

Dick Johnson

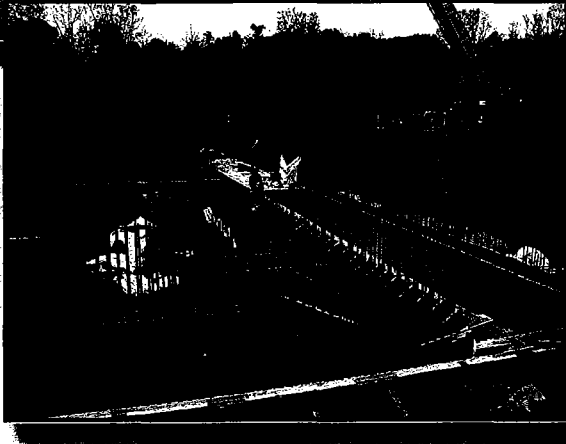
OMM Engineering,

Inc.

517-531-5773



Description: Spence Brothers has been awarded \$3.5 million in concrete work for this project totalling \$30 million for the construction of a new wastewater treatment plant slated to utilize bio-reactor technology. Construction for the facility overall includes site work, concrete, pre-engineered building, mechanical (including equipment erection), electrical, outfall force main sewer, and sludge storage tanks.



Safety

Integrity

Mentoring

People

Legacy

Excellence

EXPERIENCE SAMPLING

Genesee County Northeast Sewer Pumpstation

New Facility

Delivery Method:

GC

Location:

Flint, MI

Overall Proj Cost:

\$10,140,000

Completion:

2007

Reference:

Tom Maxwell
Associate
Hubbell, Roth &
Clark
248-454-6349



Project Description: Spence Brothers held the contracts for a substantial amount of the concrete and the general trade work associated with construction of this new Northeast Sewer Pumpstation. Approximately 21% of the actual construction work was performed by Spence Brothers' own forces.



Safety

Integrity

Mentoring

People

Legacy

Excellence

REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements***
- **Debarment/Suspension Certification***

*** Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

Davis-Bacon/Prevailing Federal Wage Rates

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

General Decision Number: MI120074 04/06/2012 MI74

Superseded General Decision Number: MI20100178

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	04/06/2012

CARP0687-006 06/01/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 29.07	21.55

ELEC0252-009 06/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 38.57	18.59

ENGI0326-008 06/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.29	19.70
GROUP 2.....	\$ 36.79	19.70
GROUP 3.....	\$ 35.29	19.70
GROUP 4.....	\$ 34.99	19.70
GROUP 5.....	\$ 34.17	19.70
GROUP 6.....	\$ 33.31	19.70
GROUP 7.....	\$ 32.34	19.70
GROUP 8.....	\$ 30.63	19.70
GROUP 9.....	\$ 22.29	19.70

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional. Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

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 08/01/2011

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.74	23.35
Structural.....	\$ 33.79	24.18

LABO0334-009 07/01/2011

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.51	6.25
GROUP 2.....	\$ 16.29	6.25

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

* LABO0499-020 08/01/2011

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.69	12.74
GROUP 2.....	\$ 26.89	12.74
GROUP 3.....	\$ 27.01	12.74

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 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.91	14.34

PLUM0190-010 06/01/2011

	Rates	Fringes
PLUMBER.....	\$ 37.24	19.12

SUMI2010-072 11/09/2010

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

TEAM0007-006 06/01/2011

	Rates	Fringes
TRUCK DRIVER Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 24.595	5.78+a
Dump Truck, 8 cu. yds. and over.....	\$ 24.695	5.78+a
Lowboy/Semi-Trailer Truck...	\$ 24.845	5.78+a

FOOTNOTE: a.
Effective 4/1/2010 - \$327.95 per week.
Effective 4/1/2011 - \$331.00 per week.
Effective 4/1/2012 - \$351.00 per week.

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have been found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters, PLUM, indicate the international union and
the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these

characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

=====
END OF GENERAL DECISION

General Decision Number: MI120100 03/23/2012 MI100

Superseded General Decision Number: MI20100204

State: Michigan

Construction Type: Building

County: Washtenaw County in Michigan.

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

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	03/02/2012
3	03/23/2012

ASBE0025-003 06/01/2011

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.64	24.47

ASBE0047-001 07/02/2011

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.47	15.63

* BOIL0169-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.88	25.89

BRMI0009-010 08/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 31.30	16.91
TILE FINISHER.....	\$ 24.88	16.51
TILE SETTER.....	\$ 30.75	16.51

CARP0687-001 06/01/2011

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form work, and Metal Stud Installation.....	\$ 29.07	21.55

CARP1045-001 06/01/2011

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 27.10	18.87
<hr/>		
CARP1102-002 06/01/2011		
	Rates	Fringes
MILLWRIGHT.....	\$ 32.02	26.14
<hr/>		
ELEC0252-010 06/01/2010		
	Rates	Fringes
ELECTRICIAN.....	\$ 38.57	18.59
<hr/>		
ENGI0324-017 06/01/2011		
	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.29	19.70
GROUP 2.....	\$ 36.79	19.70
GROUP 3.....	\$ 35.29	19.70
GROUP 4.....	\$ 34.99	19.70
GROUP 5.....	\$ 34.17	19.70
GROUP 6.....	\$ 33.31	19.70
GROUP 7.....	\$ 32.34	19.70
GROUP 8.....	\$ 30.63	19.70
GROUP 9.....	\$ 22.29	19.70

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 08/01/2011

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.74	23.35
STRUCTURAL.....	\$ 33.79	24.18

LABO0334-005 07/01/2011

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.51	6.25
GROUP 2.....	\$ 16.29	6.25

CLASSIFICATIONS

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

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

* LABO0499-005 08/01/2011

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Sandblaster.....	\$ 26.69	12.74
Mason Tender - Brick; Mason Tender - Cement/Concrete.....	\$ 26.89	12.74
Pipelayer.....	\$ 27.01	12.74

PAIN0022-003 07/01/2009

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 25.06	14.75
PAINTER: Drywall Finishing/Taping.....	\$ 25.75	15.90
PAINTER: Spray.....	\$ 25.86	14.75

PAIN0357-002 06/01/2011

	Rates	Fringes
GLAZIER.....	\$ 28.96	16.49

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0514-006 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.91	14.34

 PLUM0190-004 06/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation; Excluding HVAC System Installation).....	\$ 37.24	19.12
PLUMBER, Excludes HVAC Pipe and System Installation.....	\$ 37.24	19.12

 ROOF0070-001 06/01/2011

	Rates	Fringes
ROOFER.....	\$ 29.87	14.47

 SFMI0704-001 01/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.56	21.36

 SHEE0080-001 07/01/2011

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and System Installation.....	\$ 33.96	24.33

 SUMI2011-025 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
OPERATOR: Compactor.....	\$ 17.68	6.70
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

 TEAM0247-001 06/01/2011

	Rates	Fringes
TRUCK DRIVER GROUP 1 Flatbed; Pickup; Dump & Tandem.....	\$ 25.37	a
GROUP 2 Semi.....	\$ 25.52	a
GROUP 3 Lowboy.....	\$ 25.62	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$331.00 per week, plus \$47.60 per day.

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

END OF GENERAL DECISION

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Disadvantaged Business Enterprises (DBE)

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

Debarment Certification

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

Attachment 1

**Disadvantaged Business Enterprise (DBE) Utilization
GOOD FAITH EFFORTS WORKSHEET**

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: _____

Subcontract Area of Work: _____

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

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

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If this minimum number cannot be achieved with local DBEs, then the solicitations must be sent to DBEs outside of the local area (i.e. statewide).
4. Posting solicitations for quotes/proposals from DBEs on the MITA website is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the worksheet if it has been posted.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bidding period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
 - Follow-up e-mails, faxes, or letters.
 - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Attachment 2

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

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

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

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

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

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

Attachment 3

***Frequently Asked Questions About
Disadvantaged Business Enterprise (DBE) Solicitation***

Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet form and how is it to be completed?

A: This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?

A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?

A: Applications for certification under MDOT can be found at <http://mdot270.state.mi.us:8080/UCP/FormsServlet>.

Applications for certification under EPA can be found on EPA's Small Business Programs website at <http://www.epa.gov/osbp/grants.htm> under Certification Forms.

Q: If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?

A: No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. **There is no required DBE participation percentage contract goal for the SRF/DWRF.**

Q: Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?

A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the five Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the five Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

- Q:** What kinds of documentation should a contractor provide to document solicitation efforts?
- A:** Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.
- Q:** How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?
- A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.
- Q:** How does a contractor locate certified DBEs?
- A:** The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>. Additionally, the Central Contractor Registration (CCR) database is another place to search and can be found at www.ccr.gov
- Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
- A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.
- Q:** In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
- A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.
- Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
- A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.
- Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
- A:** Copies of printouts from MDOT and CCR showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate.

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

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

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

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

Chad Nienhuis, Assistant Vice President
Name and Title of Authorized Representative

Spence Brothers
Name of Participant Agency or Firm


Signature of Authorized Representative

May 31, 2012
Date

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



**SPENCE
BROTHERS**

"Building Trust Since 1893"

**Copy of Spence Brothers Advertisement / Invitation to Bid
for the
City of Ann Arbor Waste Water Treatment Plant
West High Service Pump Station Project**

1. Blue Book Memo
2. Blue Book Invitation to Bid
3. Spence Brothers Invitation to Bid
4. Spence Brothers Power Tools Subcontractor Bid List
(Minority contractors highlighted)
5. Michigan Inter-governmental Trade Network – Plan Holders List

Memo



Bids Due By: 05/31/2012
AA WTP West High Service Pump Station

To: Selected Vendors

From: Mike Truax
Spence Brothers
Phone: (989) 752-0400
Fax: (734) 213-6023
Email: lauriedishaw@spencebrothers.com

Respond to this MEMO by 05/25/2012

Project Information

Subject: AA WTP West High Service Pump Station

Project Information

Title: AA WTP West High Service Pump Station (Improvements)
919 Sunset Road, Ann Arbor MI 48103

Type/Structure: Improvements/- Sewage / Water Treatment Plant

Bid Due Date: 05/31/12 @ 3:00 PM Pre-Bid Meeting: 05/17/12 @ 2:00 PM
Start Date: 06/04/12 End Date: 04/04/14

Note: Please find attached the Trade Reference Forms required to be submitted with our proposal for each subcontractor whose bid we use in preparing our proposal. If you are going to bid on this project, please fill out and return the appropriate page(s) at least one day prior to due date. We cannot use your bid without this information.

Project Information:



[Bid Form Reference Sheets](#)

M:36623356 P:6687718

Message Detail

Invitation to Bid



Bids Due By: 05/31/2012

AA WTP West High Service Pump Station

To: Selected Vendors

From: Mike Truax

Spence Brothers

Phone: (989) 752-0400

Fax: (734) 213-6023

Email: lauriedishaw@spencebrothers.com

Respond to this ITB by 05/10/2012

Project Information

Project Title: AA WTP West High Service Pump Station
Type/Structure: Improvements / (Sewage / Water Treatment Plant)
Status: General Contract Bidding

Location: 919 Sunset Road
 Ann Arbor, MI 48103

Bids Due: 05/31/2012 @ 3:00 PM

Pre-Bid Meeting: 05/17/2012 @ 2:00 PM

Start Date: 06/04/2012

End Date: 04/04/2014

Details:

Number of Buildings: 1
 Stories Above Grade: 1

Square Footage: 2,000 sqft.
 Stories Below Grade: 2

Notes:

It is a requirement of this project that all entities procuring plans and specs execute the attached non-disclosure statement. Please sign and return the statement and return to our office (catrinawalker@spencebrothers.com) and you

Other Plan Room Options

Requirements / Scope of Work

Project Vendors



Send



Add Vendors



BidScope



Message History



Report

All

Selected

Messaged

Viewed

Interested

Site Construction

Demolition Contractors

9

9

3

1

Demolition Contractors (DBE,WBE)

3

3

0

0

Excavating Contractors

30

30

2

0

Excavating Contractors (DBE,WBE)

4

4

0

0

Landscape Construction

30

30

5

2

Landscape Contractors (DBE,WBE)

6

6

0

0



Invitation to Bid

Bids Due: Thursday May 31, 2012 by 10:00 AM

PROJECT: City of Ann Arbor Water Waste Treatment Plant-West High Service Pump Station
919 Sunset Road Ann Arbor, MI 48103

CONTACT: Mike Truax, miketrux@spencebrothers.com

PHONE: (734) 213-6033

FAX: (734) 213-6023

GENERAL WORK SUMMARY: The project consists of construction, startup, and testing of a new high service pump station at the City of Ann Arbor Water Treatment Plant.

ACCEPTING BIDS FOR: Selective Demolition, Masonry, Concrete, Doors, Drywall, Electrical, Elevators, Fiberglass, Fire Protection, Floors, Glass & Glazing, Mechanical, Painting, Partitions, Pumps, Structural Steel Fabricators, Water treatment Services & equipment, and Waterproofing

BID PROPOSALS ARE DUE BY:

Wednesday, May 30, 2012 by 5:00 PM

Fax to (734) 213-6023 (no emails please), ATTN: Mike Truax

DOCUMENT AVAILABILITY:

- ❖ Download from Spence Brothers' FTP site - access instructions below.
- ❖ Construction Association of Michigan (CAM), www.cam-online.com, (248) 972-1000.
- ❖ Spence Brothers' Ann Arbor Office, 4343 Concourse Dr, Ste 100, Ann Arbor, MI.
- ❖ Request CD via email to Catrina Walker (address below) with shipper number.

Spence Brothers FTP Access Instructions:

1. Using WINDOWS EXPLORER, type in the following address: <ftp://plans.spencebrothers.com>
2. Case sensitive login information – **USERNAME: aawesthigh** **PASSWORD: PumpStation**
3. A folder listing should appear for the project name. Copy and paste folder to your desktop.

It is important we know whether or not you will be bidding; please take a moment to complete the section below and return by fax to (734) 213-6023 or via email to catrinawalker@spencebrothers.com. Thank you!

Bidding? Yes, we will bid. No, we will not be bidding.

Company: _____ Contact: _____

Email: _____ Phone: _____ Div/Spec's Bidding: _____

COMPANY NAME ▼	CONTACT ▼	E-MAIL ▼	ADDRESS ▼	CITY ▼	ST ▼	ZIP ▼
Prime or Sub: Not Available Attended Meeting: Not Stated T & M ASPHALT PAVING, INC.	Darryl Fegan	dfegan@tmasphalt.com	4755 Old Plank Rd.	Milford	MI	48381
Telephone: (248) 684 - 2300 Prime or Sub: Not Available Attended Meeting: Not Stated						
State Barricades, Inc.	Kimberly Molicone	mat@statebarr.com	24806 Industrial Hwy	Warren	MI	48089
Telephone: (586) 756 - 8282 Prime or Sub: Not Available Attended Meeting: Not Stated						
Sponco Brothers	Kevin Lelz	kevinlelz@spencobrothers.com	417 McCoskey Street	Saginaw	MI	48601
Telephone: (889) 752 - 0400 Prime or Sub: Not Available Attended Meeting: Not Stated						
Sorensen Gross Construction Services, LLC	Kimberly Sly	sgcs@sgcs.net	3407 Torrey Road	Flint	MI	48507
Telephone: (810) 787 - 4821 Prime or Sub: Not Available Attended Meeting: Not Stated						
SOLE CONSTRUCTION, INC.	ABOUD ATIYEH	SOLECONS@YAHOO.COM	6940 COMMERCE	WESTLAND	MI	48185
Telephone: (734) 328 - 5455 Prime or Sub: Not Available Attended Meeting: Not Stated						
Sewern Trent Environmental Services, Inc.	Diane Neiley	dneiley@severntrentservices.com	16337 Park Row	Houston	TX	77084
Telephone: (216) 283 - 3452 Prime or Sub: Not Available Attended Meeting: Not Stated						
Rohde Bros. Excavating, Inc.	Richard Rohde	rich@rohdebros.com	P.O. Box 14979	Saginaw	MI	48601
Telephone: (989) 753 - 0294 Prime or Sub: Not Available Attended Meeting: Not Stated						
Robert Darvas Associates PC	Patty Yegeleener	pyegeleener@robertdarvas.com	440 South Main Street	Ann Arbor	MI	48104
Telephone: (734) 761 - 8713 Prime or Sub: Not Available Attended Meeting: Not Stated						
Ric-Man Construction, Inc.	Edward Mancini	emorefield@ric-man.com	6850 Nineteen Mile Rd.	Sterling Heights	MI	48314
Telephone: (586) 739 - 5210 Prime or Sub: Sub Contractor Attended Meeting: Not Stated						
Reliance Building Company	Lynn Nazic	Lynn@reliancebuildingcompany.com	26200 Town Center Drive, Suite 195	Novi	MI	48375
Telephone: (248) 374 - 3210 Prime or Sub: Not Available Attended Meeting: Not Stated						
Rauhorn Electric, Inc.	Craig Merritt	cmerritt@rauhomelec.com	17171 - 23 Mile Road	Macomb	MI	48042
Telephone: (586) 892 - 0400 Prime or Sub: Not Available Attended Meeting: Not Stated						
Rain For Rent	Bill McNeff	wmcneff@rainforrent.com	Po Box 2201	Wyandotte	MI	48192
Telephone: (734) 479 - 1892 Prime or Sub: Not Available Attended Meeting: Not Stated						
R.L. Shekell, Inc.	James Shekell	jshekell@ameritech.net	34804 Forest Street	Wayne	MI	48184
Telephone: (734) 641 - 9800 Prime or Sub: Not Available Attended Meeting: Not Stated						
R. W. Mercer Co.	Tony Ziegler	tony.ziegler@rwmerc.com	Post Office Box 1802322 Brooklyn Road	Jackson	MI	49204
Telephone: (734) 542 - 0600 Prime or Sub: Not Available Attended Meeting: Not Stated						
Process Piping and Equipment	Jack Smith	processpiping@comcast.net	435 Union Street	Milford	MI	48381
Telephone: (248) 684 - 5330 Prime or Sub: Sub Contractor Attended Meeting: Not Stated						
Pro-Line Asphalt Paving Corp.	Matthew Jones	matthew@prolineasphalt.com	11797 29 Mile Road	Washington	MI	48085
Telephone: (586) 752 - 7730 Prime or Sub: Not Available Attended Meeting: Not Stated						
PMA Consultants LLC	Mary Aiello	maieello@pmaconsultants.com	One Woodward Avenue, Suite 1400	Detroit	MI	48228
Telephone: (313) 681 - 5189 Prime or Sub: Not Available Attended Meeting: Not Stated						
Pamar Enterprises, Inc.	Susan Mazza	suc@pamarenterprises.com	58021 Gratiot Avenue	New Haven	MI	48048
Telephone: (586) 749 - 8593 Prime or Sub: Not Available Attended Meeting: Not Stated						
Overhead Door West	Daniel Ducharme	sales@overheaddoorwest.com	4680 Hatchery Rd.	Waterford	MI	48329
Telephone: (248) 669 - 8880						



Bid # 10538

Bid Date: 5/31/2012

Bid Time: 10:00:00 AM

Subcontractor Bid List - Alpha

AA WWTP West High Service Pump Station

919 Sunset Road, Ann Arbor, MI 48103

4 Minority Companies

Trade/Vendor or Sub	Phone	Contact	Fax	Email	Action	Bid Rec'd?	Bid Amount	CSI/Code	Bid Comment
21st Century	1 (734) 485-4855	Keith	1 (734) 485-8959	keith@ngsg1.com	FAXed & Mailed	<input type="checkbox"/>		02050	Union, NIMA; U of M Approved
3LK Coatings	1 (313) 493-9101	Lorenzo Walker,	1 (313) 493-9091	lorenzo@3lkconstruction.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union - Called to Verify on 10.19.11
A J Leo Electric	1 (734) 368-8945	Amy Strutz, Own	1 (734) 484-3451	amy@ajleo.com	FAXed & Mailed	<input type="checkbox"/>		16000	
A. F. Smith Electric Inc.	1 (734) 482-0977	W. Jeff Koopp	1 (734) 482-2034	wjkoopp@afsmith.com	FAXed & Mailed	<input type="checkbox"/>		16000	Union; U of M Approved
A2 Ironworks LLC	1 (734) 439-4088	Mike Moore	1 (313) 893-2146	mike@a2ironworks.com	FAXed & Mailed	<input type="checkbox"/>		05500	
Aalcor, Inc.	1 (313) 893-2090	Richard Bacholz	1 (313) 893-2146	rich@aalcor.com	FAXed & Mailed	<input type="checkbox"/>		08800	Non-Union
Above the Rest (ATR) General Contracting	(248) 355-4677	Melvin Washingt	(248) 355-4688	bruce@atr-construction.com	FAXed & Mailed	<input type="checkbox"/>		02050	
Ace Steel Erection Inc.	1 (269) 792-0311	Rudy Pou	1 (269) 792-0372	rpou@aol.com		<input type="checkbox"/>		03000	DBE/WBE - Union
Acoustic Ceiling & Partition Co. In	1 (734) 971-0711	Garrett Wickha	1 (734) 971-0754	gwickham@aacpmich.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union; U of M Approved
Action Rental & Sales Company	1 (313) 891-6500	Larry Arnoff	1 (248) 545-8222	actonsalesco123@aol.com	FAXed & Mailed	<input type="checkbox"/>		14200	Non-Union, Barrier Free Equipment
Adams Concrete	1 (734) 994-8985	Don Adams	1 (734) 994-8987	don.adamsconcr@sbcglobal.com	FAXed & Mailed	<input type="checkbox"/>		03000	
Advanced Electrical Engineering, LLC	1 (313) 268-5467	Sonya Hulett	1 (313) 882-1624	shulett@advelecteng.com	FAXed & Mailed	<input type="checkbox"/>		16000	
AI Walk Plumbing	1 (734) 994-5610	Al Gerr	1 (734) 994-4150		FAXed & Mailed	<input type="checkbox"/>		15000	U of M Not Approved
All Aspects	1 (419) 360-0866	Victor Lopez	1 (419) 754-3682	allaspects-cl@yahoo.com		<input type="checkbox"/>		04000	
All Together Services	1 (313) 459-4588	Tiffany Vance	1 (313) 345-8990	ross_stephani@comcast.net		<input type="checkbox"/>		07100	Union - DBE/MWBE
American Seal & Restoration Inc.	1 (313) 933-1111	Barbara Moore	1 (313) 933-1990		FAXed & Mailed	<input type="checkbox"/>		07100	
American Steel Construction Inc.	1 (248) 477-3325	Joe Quinn	1 (248) 477-3355	jq@americansteelconstruction.com	FAXed & Mailed	<input type="checkbox"/>		05500	Non-Union
Anderson and Son's Painting, Inc.	1 (313) 871-6001	Marcus Anderson	1 (313) 541-8405	andersonpslic@aol.com		<input type="checkbox"/>		09900	
Andrews Construction	1 (517) 456-8448	Estimating	1 (517) 456-8448		FAXed & Mailed	<input type="checkbox"/>		03000	U of M Approved
Ann Arbor Carpets and Fine Floors	1 (734) 769-1710	Sales	1 (734) 769-4849	jannanarbor@comcast.net	FAXed & Mailed	<input type="checkbox"/>		09300	
Ann Arbor Ceiling & Partition Co. L	1 (734) 434-1600	Justin Brescol	1 (734) 434-6699	jbrescol@aacpnceusa.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union
Ann Arbor Fabrication Inc.	1 (734) 424-0674	Steve Fuller	1 (734) 424-0695	steve.fuller@wse1.com	FAXed & Mailed	<input type="checkbox"/>		05500	
Arland Draper Masonry	1 (989) 843-5376	Alex Draper	1 (989) 843-7532	andrapr@charter.net		<input type="checkbox"/>		04000	
Arrow Acoustical Inc.	1 (313) 483-0733	Jeff Johnston	1 (313) 483-2244	drywallman99@msn.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union
Arrow Construction	1 (906) 228-4142	Ronald Scheidln	1 (906) 228-2620	arrowcon@chartermi.net	FAXed & Mailed	<input type="checkbox"/>		03000	
ATP Painting LLC	1 (734) 677-0836	Jerome Fletcher	1 (734) 677-0836	jerome@atppainting.com		<input type="checkbox"/>		09900	
AZ Shmina, Inc.	1 (810) 227-5100	Estimating	1 (810) 227-5131	as@azshmina.com	FAXed & Mailed	<input type="checkbox"/>		03000	U of M Approved
B & A Structural Steel LLC	1 (586) 948-2220	Christie Goraiski	1 (586) 948-2221	cgoraiski@grilloco.com	FAXed & Mailed	<input type="checkbox"/>		05500	Union; U of M Approved
Blaze Contracting, Inc.	1 (313) 361-1000	Gary Turk, Chief	1 (313) 361-6850	gturk@blazecontracting.net		<input type="checkbox"/>		02050	DBE/MBE - Union; U of M Approved - EMR .84 as of 2.29.12
Boettcher Masonry	(989) 684-4807	Samuel Kasley	() 684-4824	sam@thebestmason.com		<input type="checkbox"/>		04000	Union; U of M Approved
Boone & Darr, Inc.	1 (734) 665-0648	Jeff Darr	1 (734) 665-9731	jeff@boone-darr.com		<input type="checkbox"/>		15000	Union; U of M Approved as of 8.17.11
Brighton Glass	1 (517) 546-6750	Nanette McClella	1 (517) 546-1520	brightonglass@comcast.net		<input type="checkbox"/>		08800	DBE/MWBE
Bryson/Tucker Electric	1 (419) 536-2293	Andrew Bryson	1 (419) 536-2799	a@bryson-tucker.com		<input type="checkbox"/>		16000	
Buckner & Sons Masonry Inc.	1 (614) 279-9777		1 (614) 279-7855	buckner@sbcbglobal.net		<input type="checkbox"/>		04000	
Campbell, Inc.	1 (734) 769-1190	Mark P.	1	markp@campbellinc.com		<input type="checkbox"/>		15000	U of M Approved 8.17.11 - Plumbing, HVAC, Piping, Sheet Metal
Capital - Painting, LLC	1 (586) 871-1013	Mark Ralph	1 (586) 777-1683	mralph1662@att.net	FAXed & Mailed	<input type="checkbox"/>		09900	Non-Union & Union
Casadel Structural Steel	1 (586) 698-2898	Scott Laporte	1 (586) 698-2871	slaporte@casadelsteel.com	FAXed & Mailed	<input type="checkbox"/>		05500	Union - AISC Certified - Works in Michigan, Ohio, Indiana, Virginia



Bid # 10538

Bid Date: 5/31/2012

Bid Tme: 10:00:00 AM

Subcontractor Bid List - Alpha
AA WWTP West High Service Pump Station

919 Sunset Road, Ann Arbor, MI 48103

Trade/Vendor or Sub	Phone	Contact	Fax	Email	Action	Bid Rec'd?	Bid Amount	CSI/Code	Bid Comment
Cass Erectors Inc.	1 (734) 261-0730	Rick Brenneman	1 (734) 421-8899	rickb@casserectors.com	FAXed & Mailed	<input type="checkbox"/>		05500	Union (won't work on U of M projects as of 6.30.11)
Cavaller Painting Co.	1 (586) 726-5300	Eric Luepke	1 (586) 726-5305	cavallerpainting@sbcglobal.net	FAXed & Mailed	<input type="checkbox"/>		09900	Union-Local 514; U of M Approved as of 8.17.11 - Also Venetian plastering work.
Ceilings & Walls Inc.	1 (734) 422-0484	Carl	1 (734) 422-0607		FAXed & Mailed	<input type="checkbox"/>		09200	Union - NMA
Center Line Electric	1 (586) 757-5505	Gregg Belleville	1 (586) 757-5589	glb@centerline-elec.com	FAXed & Mailed	<input type="checkbox"/>		16000	U of M Approved
Certified Abatement Services Inc.	1 (810) 742-0600	Greg Goyette	1 (810) 742-1670	greg@cast1986.com	FAXed & Mailed	<input type="checkbox"/>		02050	U of M Approved
Christoff & Sons Floor Covering	1 (517) 782-1971	Ted Christoff	1 (517) 782-4645	ted@christoffandsons.com	FAXed & Mailed	<input type="checkbox"/>		09300	
City Elevator, Inc.	1 (313) 896-2000	Estimating 1420	1 (313) 896-2005	cityelevatorinc@aol.com	FAXed & Mailed	<input type="checkbox"/>		14200	
City Renovation & Trim Inc. (Union)	1 (248) 276-8900	Tim Smith	1 (248) 276-8909	timsmith@cityrenovation.com	FAXed & Mailed	<input type="checkbox"/>		02050	Union; U of M Approved
CMA Supply Co.	1 (419) 776-9000	Roger Dammelle	1 (419) 776-1067	roger.dammelle@cmastupply.com	FAXed & Mailed	<input type="checkbox"/>		03000	Non-Union
Concrete Contractors of Michigan	1 (734) 424-9343	Estimating	1 (734) 424-0877	sales@ccmmail.com	FAXed & Mailed	<input type="checkbox"/>		03000	
Cont'l Electric / Indicon Corp	1 (586) 274-4800	Lenny Grawburg	1 (586) 274-2268	lgrawburg@contlelectric.com	FAXed & Mailed	<input type="checkbox"/>		16000	Union, NMA - U of M Approved
Contract Glaziers, Inc.	1 (888) 536-0877	Mike Chumcky	1 (586) 778-5641	info@contractglaziers.com	FAXed & Mailed	<input type="checkbox"/>		08800	U of M Approved as of 8.17.11
Cowhy-Hayes Construction Inc	1 (517) 456-4524	Jim Cowhy, Pres	1 (517) 456-4524	jim@cowhy-hayesconst.com	FAXed & Mailed	<input type="checkbox"/>		09200	Arch Woodwork/Millwork; U of M Approved; Union
Crane Technologies Group Inc.	1 (248) 652-8700	Robert Schuette	1 (248) 652-7818	bob@cranetechnologies.com	FAXed & Mailed	<input type="checkbox"/>		13000	Non-Union, Cranes, Hoists, Monorails, Jlb Cranes
Cross, Michael Excavating	1 (734) 524-0519	Estimator	1 (734) 524-0521	mcexcavating1977@hotmail.com	FAXed & Mailed	<input type="checkbox"/>		02050	
Cutting Edge Drywall	1 (734) 426-3321	Dave Rasmusse	1 (734) 426-3321	info@cuttingedgedrywall.net	FAXed & Mailed	<input type="checkbox"/>		09200	
D & H Flooring Inc.	1 (734) 595-3461	Chuck Hubbard,	1 (734) 467-8352	dhflooringinc@yahoo.com	FAXed & Mailed	<input type="checkbox"/>		09300	DBE/MBE
D. F. Best Company	1 (517) 548-0612	David F. Best	1 (517) 548-0911	dfbest@comcast.net	FAXed & Mailed	<input type="checkbox"/>		13000	
DE-CAL Inc. Mechanical Contractors	1 (586) 754-4370	Estimating 1510	1 (586) 754-4371	fgambino@de-cal.com		<input type="checkbox"/>		15000	U of M Approved as of 8.17.11 - Industrial, commercial, WWTP
Delf's Painting	1 (734) 662-6444	James Valley	1 (734) 622-5019		FAXed & Mailed	<input type="checkbox"/>		09900	Union; U of M Approved as of 8.17.11
Denn-Co Construction Inc.	1 (586) 726-8800	John Bowman	1 (586) 726-1424	johnb@dennco.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union
Detroit Ceilings and Partitions, Inc.	1 (313) 933-3173	Kesha Williams	1 (313) 933-7063	dpartitions@sbcglobal.net	FAXed & Mailed	<input type="checkbox"/>		09200	
Detroit Dismantling Corp.	1 (313) 836-3366	John Menzo, Ge	1 (313) 836-3367	jmenzo@detroitdismantling.com	FAXed & Mailed	<input type="checkbox"/>		02050	U of M Approved
Detroit Elevator Co.	1 (248) 591-7484	Don Purdie Jr.,	1 (248) 591-7491	sstartk@detroitellevator.com		<input type="checkbox"/>		14200	U of M Approved
Detroit Piping Group	1 (313) 963-9641	Pete Garcia	1 (313) 963-9642	pgarcia@dpgcompanies.com	FAXed & Mailed	<input type="checkbox"/>		13000	DBE/MBE
DICludio Masonry Contractors, Inc.	1 (734) 671-0490	George DICludio	1 (734) 671-9109	georgedicludio@gmail.com	FAXed & Mailed	<input type="checkbox"/>		04000	Union; U of M Approved
DKI Inc.	1 (248) 538-9910	Freddy Yacoub	1 (248) 538-9912	dkidemo@aol.com	FAXed & Mailed	<input type="checkbox"/>		02050	Non-Union - U of M Approved
Doan Construction Co. (John Senkowski)	1 (734) 971-4678	John Senkowski	1 (734) 971-4415	jsenkowski@doancompanies.com	FAXed & Mailed	<input type="checkbox"/>		03000	
DRV Contractors	1 (586) 247-6480	Lillian Zimolzak	1 (586) 247-6499	estimator@drvcompanies.com	FAXed & Mailed	<input type="checkbox"/>		07100	Union; U of M Approved
DRW Electric	1 (734) 449-0710	Jake White	1 (734) 449-0620	jake@drwelectric.com	FAXed & Mailed	<input type="checkbox"/>		16000	
DuBois-Cooper Associates Inc	1 (734) 455-6700	Jim Cooper	1 (734) 455-6711	Jim@Duboiscooper.com	FAXed & Mailed	<input type="checkbox"/>		13000	Pumps, pump rental, prefab pump stations, prefab booster stations, etc.
Dunn Electric Co. Inc.	1 (734) 662-5541	John Johnson 1	1 (734) 662-2133	gdavis@dunnelectric.com		<input type="checkbox"/>		16000	IBEW-252 Ann Arbor; U of M Not Approved
Dynamic Currents Corp.	1 (419) 861-2036	John Isola	1 (419) 861-2048	johnisola@dynamiccurren.com		<input type="checkbox"/>		03000	DBE/MBE
Dynamic Glazing Systems Inc	(313) 935-4944	Sonny Anani	(313) 935-4984		FAXed & Mailed	<input type="checkbox"/>		08800	Non-Union
Eagle Excavation Inc.	1 (810) 767-7878	Mike Grogitsky	1 (810) 767-4774	mgrogitsky@eagleexcavation.com	FAXed & Mailed	<input type="checkbox"/>		03000	Union, NMA; U of M Approved as of 8.17.11
Earls Building Supply	1 (989) 426-0137	Steve Earls	1 (989) 426-1387	ebs-steve@ejourney.com	FAXed & Mailed	<input type="checkbox"/>		08100	Supplier Only



Bid # 10538

Bid Date: 5/31/2012

Bid Tme: 10:00:00 AM

Subcontractor Bid List - Alpha
AA WWTP West High Service Pump Station

919 Sunset Road, Ann Arbor, MI 48103

5/10/2012 4:16:11 PM

Trade/Vendor or Sub	Phone	Contact	Fax	Email	Action	Bid Rec'd?	Bid Amount	CSI/Code	Bid Comment
East West Painting, Inc.	1 (734) 422-1754	John Ivezaj		J11vez@yahoo.com	FAXed & Mailed	<input type="checkbox"/>		09900	Non-Union (Industrial & Other Projects - no WWTP jobs).
Edwards Glass Company	1 (734) 422-7540	Ed Spybrook		sales@edwardsglass.com	FAXed & Mailed	<input type="checkbox"/>		08800	U of M Approved
Electrical Technology Systems Inc.	1 (313) 720-8145	Martin Paris		lets03@hotmail.com	FAXed & Mailed	<input type="checkbox"/>		16000	
Elevator Technology, Inc.	1 (313) 832-2440	Kevin Ervin Way		ewbolen@sbcglobal.net	FAXed & Mailed	<input type="checkbox"/>		14200	
Environmental Glass	1 (734) 261-1930	Estimating		legi@evglass.com	FAXed & Mailed	<input type="checkbox"/>		08800	Non Union
Environmental Sales Inc.	1 (248) 569-9393	Eric Schiebold		eschiebold@aol.com	FAXed & Mailed	<input type="checkbox"/>		13000	
EPI - Environmental Concepts, Inc	1 (231) 587-9108	Dan Rohe		djanrohe@geomembrane.com	FAXed & Mailed	<input type="checkbox"/>		13000	
Esquire Interiors	1 (734) 663-7011	Joe Gramer		joe@esquireinteriors.com	FAXed & Mailed	<input type="checkbox"/>		09300	
Farrow Group, Inc.	1 (313) 259-7910	Michael Farrow		farrowgroup@comcast.net	FAXed & Mailed	<input type="checkbox"/>		02050	U of M Not Approved
Foundation Steel (Spider Enterprises LLC)	1 (419) 445-2300	Charlotte Dymar		charlotte@foundationsteel.net	FAXed & Mailed	<input type="checkbox"/>		05500	Union - DBE/EDGE Certified
Frausto Concrete	1 (734) 485-6866	Estimating		fraustoconcrete@hotmail.com	FAXed & Mailed	<input type="checkbox"/>		03000	
Fuller Heating Co., Inc.	1 (734) 665-8651	Bruce Pratt		mailbox@fullerheating.com	FAXed & Mailed	<input type="checkbox"/>		15000	Union; U of M Approved as of 8.17.11
G & K Floor Covering	1 (734) 485-7007	Paul Reeves		paul_gkffloors@sbcglobal.net	FAXed & Mailed	<input type="checkbox"/>		09300	
Gen Oak Fabricators	1 (248) 373-1515	David Presson		genoakfab@aol.com	FAXed & Mailed	<input type="checkbox"/>		05500	Non-Union; U of M Approved
Glassline Inc.	1 (734) 453-2728	Estimating 1160		glassline1@earthlink.net	FAXed & Mailed	<input type="checkbox"/>		06605	
GM & Sons, Inc.	1 (734) 929-1259	Kurk Schweitzer		kurk@gmandsons.com	FAXed & Mailed	<input type="checkbox"/>		03000	DBE - U of M Approved as of 8.17.11
Goyette Mechanical Co.	1 (810) 743-8883	Dan Goyette		dgoette@goyettemechanical.com	FAXed & Mailed	<input type="checkbox"/>		15000	Union - U of M Approved as of 8.17.11 (Mech-HVAC-Plumbing)
Great Lakes Ceiling & Carpentry	1 (734) 327-5035	Dan McCarthy		mccarthy@dymedge.com	FAXed & Mailed	<input type="checkbox"/>		09200	Union; U of M Approved
Great Lakes Concrete Restoration	1 (419) 255-8209	Bernard Travers		bernardtravers@greatlakesconcrete.com	FAXed & Mailed	<input type="checkbox"/>		07100	Union
Great Lakes Environmental Services	1 (734) 550-9199	Russ Cleary		russ@glescontracting.net	FAXed & Mailed	<input type="checkbox"/>		02050	U of M Approved
Great Lakes Gypsum (Jackson)	1 (517) 788-4333	Jay Hoffman		jmhoffman@wsupply.com	FAXed & Mailed	<input type="checkbox"/>		06605	
Great Lakes Mechanical	1 (313) 581-1400	Jackie Pancoast		jpancoast@glimech.com	FAXed & Mailed	<input type="checkbox"/>		15000	Union-U of M Approved as of 8.17.11 - (Mech-HVAC-Plumbing)
Great Lakes Specialties	1 (810) 644-2280	Jan Hunt		nmglspec@yahoo.com	FAXed & Mailed	<input type="checkbox"/>		10520	
Griswold & Dalton Flooring	1 (517) 783-6193	Ernie Wahtola		ernlewahtola@yahoo.com	FAXed & Mailed	<input type="checkbox"/>		09300	
Harper Electric, Inc.	1 (734) 662-8367	Brian Howard		bho@harperelectric.net	FAXed & Mailed	<input type="checkbox"/>		16000	
Heaney General Contractors	1 (734) 434-9330	Jim Heaney 540		jimheaney@aol.com	FAXed & Mailed	<input type="checkbox"/>		09200	
Hearns Concrete	1 (734) 487-5384	Estimating		chearns@hearnsconcrete.com	FAXed & Mailed	<input type="checkbox"/>		04000	
Henderson Electric, Inc.	1 (313) 537-1155	LaMar Henderso		hankhend@msn.com	FAXed & Mailed	<input type="checkbox"/>		16000	DBE/MBE
HESCO	1 (586) 978-7200	Kevin Livingston		kevinl@hesco-ml.com	FAXed & Mailed	<input type="checkbox"/>		13000	
Hess Glass & Maintenance Company	1 (313) 537-4520	Jason Rutherford		jrrhess@tds.net	FAXed & Mailed	<input type="checkbox"/>		08800	Non Union
Historic Color Consulting	1 (734) 668-0298	Robert Schweitz			FAXed & Mailed	<input type="checkbox"/>		09900	
Home Acres (Lansing Office)	1 (517) 882-9864	Sales			FAXed & Mailed	<input type="checkbox"/>		06605	Distributor for Crane Composite/Kelmit FRP
Huron Electric	1 (231) 938-3127	Steven Huron		sch-huronenterprises@hotmail.com	FAXed & Mailed	<input type="checkbox"/>		16000	Non-Union
Huron Valley Electric	1 (734) 747-8840	Ronald Kowalch		rkwowalch@huronvalleyelectric.com	FAXed & Mailed	<input type="checkbox"/>		16000	Union; U of M Approved
Huron Valley Glass Co. LLC	1 (734) 434-1160	Estimator			FAXed & Mailed	<input type="checkbox"/>		08800	U of M Approved
Hymmco (Wixom Office)	1 (248) 446-8162	Brian Baker, Est			FAXed & Mailed	<input type="checkbox"/>		07100	



Bid # 10538

Bid Date: 5/31/2012

Bid Tme: 10:00:00 AM

Subcontractor Bid List - Alpha
AA WWTP West High Service Pump Station

919 Sunset Road, Ann Arbor, MI 48103

5/10/2012 4:16:11 PM

Trade/Vendor or Sub	Phone	Contact	Fax	Email	Action	Bid Rec'd?	Bid Amount	CSI/Code	Bid Comment
Industrial Services (Ann Arbor)	1 (734) 428-9175	Raquel Huiswitt	1 (734) 864-0303	raquel@isresults.com	FAXed & Mailed	<input type="checkbox"/>		07100	WBE - Union - NMA - Caulking, waterproofing, expansion joints, masonry restoration, electro-polish, hydro-ex, hazardous abatement, industrial cleaning
Integrity Interiors	1 (517) 332-8457	Estimating Dept	1 (517) 332-8458	jmudget.integrity@comcast.net		<input type="checkbox"/>		09200	Union
Integrity Wall & Ceiling	1 (419) 381-1855			generalbox@iwctoledo.com		<input type="checkbox"/>		09200	
Iron Fetish Metalworks	1 (586) 776-8311	Jeff Maxwell	1 (586) 776-8331	sales@lmetalworks.com		<input type="checkbox"/>		05500	WBE-Welding, railings, arch metal, ornamental
J & N Contracting LLC	1 (734) 837-3347	Jason Cooper	1 (734) 459-0896			<input type="checkbox"/>		09900	Non-Union - Commercial, Industrial - up to \$100,000 jobs
John E. Green Co. (Ann Arbor)	1 (734) 747-8820	Dave Jones	1 (734) 747-8788	davejones@johnegreen.com	FAXed & Mailed	<input type="checkbox"/>		15000	Union; U of M Approved as of 8.17.11
John E. Green Co. (Ann Arbor)	1 (734) 747-8820	Dave Jones	1 (734) 747-8788	davejones@johnegreen.com	FAXed & Mailed	<input type="checkbox"/>		13000	Union; U of M Approved as of 8.17.11
Kaizen Contracting/Master Carpets - Commercial Floor Installers	1 (313) 387-7000	Scott McConnell	1 (313) 387-0266	smcconnell@kaizencontracting.com		<input type="checkbox"/>		09300	MBE/WBE - Resilient Sheet and Plank Flooring
KB Solutions	(248) 670-7525	Kevin Bryant	(248) 527-6078	kevin.bryant@kbsolutions.com		<input type="checkbox"/>		16000	
Ken Cook Plumbing & Heating Inc.	1 (734) 971-0304	Russ 15100	1 (734) 971-0386	koplumbing@provide.net	FAXed & Mailed	<input type="checkbox"/>		15000	
Kirby Steel Inc.	1 (810) 743-3360	Sean Sage	1 (810) 743-8058	sean@ktrysteel.com	FAXed & Mailed	<input type="checkbox"/>		05500	Union
Koch Masonry Inc.	1 (734) 424-9316	Paul E. Koch 41	1 (734) 424-9319	pkoc44@aol.com	FAXed & Mailed	<input type="checkbox"/>		04000	MIM Certified, Union
KONE Inc (Livonia)	1 (734) 513-6944	Louis Montgome	1 (734) 513-6948	louis.montgomery@kone.com	FAXed & Mailed	<input type="checkbox"/>		14200	Union; Not Approved by UJM
Leidal & Hart Mason Contractors	1 (734) 522-2400	Jlm Frazier 4100	1 (734) 522-9650	jfrazier@eldalandhart.com	FAXed & Mailed	<input type="checkbox"/>		04000	Union; U of M Not Approved as of 12.16.10
Lincoln Fire Protection	1 (734) 777-8425	Bill Hemphill	1 (734) 789-8740	lincolnfirerprotection@yahoo.com	FAXed & Mailed	<input type="checkbox"/>		10520	Union
Lymco Fire Protection, Inc.	1 (419) 537-0439	Leo Mack, Owne	1 (419) 537-0974	lymcofirepro@aol.com		<input type="checkbox"/>		10520	DBE / Minority
Madison Heights Glass Company	1 (248) 544-4334	Justin Krebs	1 (248) 544-7499	jkrebs@madisonglass.com	FAXed & Mailed	<input type="checkbox"/>		08800	Union - U of M Approved as of 8.17.11
Mandell-Vasquez	1 (419) 255-6666		1 (419) 255-6446	manvas@aol.com		<input type="checkbox"/>		15000	
Marson Tile (Enterprises)	1 (248) 352-3833	Mark Marson	1 (248) 352-8218	marsonent@att.net		<input type="checkbox"/>		09300	MBE/WBE
Metal Frames, Inc.	1 (517) 394-6244	Arnold Dickerso	1 (517) 394-1265	arnold@metalframesinc.com		<input type="checkbox"/>		08100	MWBE-Woman American Owned
Metro One Building Services (non-union)	1 (248) 528-0777	Todd Goss	1 (248) 528-0077	tgoss1@m1bs.com	FAXed & Mailed	<input type="checkbox"/>		07100	NON-UNION; U of M Approved
Michigan Electric LLC	1 (586) 754-1580	Robert Mazzocc	1 (586) 754-1582	micheletric@michiganelectric.net	FAXed & Mailed	<input type="checkbox"/>		16000	Union, U of M Approved
Michigan Steel Fabricators Inc.	1 (810) 785-1478	Chris Webster	1 (810) 785-1820	chriswebster@ameritech.net	FAXed & Mailed	<input type="checkbox"/>		05500	Non-Union
Midland Glass Co.	1 (989) 835-6715	Steve Jacqumain	1 (989) 835-7536	sjacq@midlandglassco.com		<input type="checkbox"/>		08800	
MIS Glass Inc.	1 (734) 449-9621	Stephen Ash	1 (734) 449-9629	misglassinc@aol.com	FAXed & Mailed	<input type="checkbox"/>		08800	Non-Union
Mondo Mechanical, Inc.	1 (419) 531-7303	Robert Maloy	1 (419) 531-7351	mondomechanical@hotmail.com		<input type="checkbox"/>		15000	Union; MBE and EDGE Certified
National Door Services LLC	1 (248) 635-4484	Rich Wagner	1 (248) 332-0256	dboehmer@nds.nceusa.com	FAXed & Mailed	<input type="checkbox"/>		08100	Union (and Total Door distributor)
North American Dismantling Corp.	1 (810) 664-2888		1 (810) 664-6053	tseagraves@nadt1.com	FAXed & Mailed	<input type="checkbox"/>		02050	Union, NIMA; U of M Approved
P & M Masonry	1 (248) 474-3786	Giovanni Agazzi			FAXed & Mailed	<input type="checkbox"/>		04000	
Payne-Rosso Company	1 (517) 321-4546	Ken Douglas	1 (517) 321-9687	KDouglas@paynerosso.com	FAXed & Mailed	<input type="checkbox"/>		10520	
Phoenix Contractors, Inc.	1 (734) 487-9640	William Kinley	1 (734) 487-1252	bklinley@phoenixco.biz	FAXed & Mailed	<input type="checkbox"/>		02050	U of M Approved
Platinum Drywall Inc.	1 (586) 566-8421	Jeff Pretzer, Pre	1 (586) 566-8417	chuckb@platinumetumain.com	FAXed & Mailed	<input type="checkbox"/>		09200	
Precision Demolition Services, Inc.	1 (248) 437-5111	A Williams, - Ms	1 (248) 437-5112			<input type="checkbox"/>		02050	
Precision Industrial Services Inc	1 (419) 843-2530	Darrel Fancis		darrel@precision-serv.com		<input type="checkbox"/>		09300	EDGE Certified
Professional Caulking	1 (313) 938-3177	Vincent Frazier,	1 (734) 544-1475	pc@professionalcaulking.com	FAXed & Mailed	<input type="checkbox"/>		07100	
R & R Fiberglass Repair	1 (810) 629-2974	Rob Rodsparks,	1 (810) 629-0668		FAXed & Mailed	<input type="checkbox"/>		06605	



Bid # 10538

Bid Date: 5/31/2012

Bid Tme: 10:00:00 AM

Subcontractor Bid List - Alpha
AA WWTP West High Service Pump Station

919 Sunset Road, Ann Arbor, MI 48103

Trade/Vendor or Sub	Phone	Contact	Fax	Email	Action	Rec'd?	Bid Amount	CSI/Code	Bid Comment
Rayhaven Group	1 (248) 357-1006	Frank Rehling	1 (248) 357-3497	frhling@rayhaven.com	FAXed & Mailed	<input type="checkbox"/>		08800	U of M Approved (Wire Mesh: Wirecrafters/Logan/Ford/Spaceguard/Indiana/Kentucky/Acorn
Richard Brothers Painting	1 (734) 424-1406	Laura Bosko	1 (734) 424-1419	staff@rcharbrotherspainting.com	FAXed & Mailed	<input type="checkbox"/>		09900	U of M Approved as of 8.17.11 (not sure if union...)
Royal Restoration & Waterproofing	1 (734) 422-8446	Ryan Meekins	1 (734) 422-8447	rmeekins@royalresto.com	FAXed & Mailed	<input type="checkbox"/>		07100	
S. A. Morman & Co.	1 (616) 245-0583	Priscilla Bovee,	1 (616) 245-9275	pbovee@samorman.com	FAXed & Mailed	<input type="checkbox"/>		08100	
Salazar Drywall, Inc.	1 (313) 914-7755	Moise Salazar	1 (313) 914-7754	msalazar54@aol.com	FAXed & Mailed	<input type="checkbox"/>		09200	
Schindler Elevator Corp. (Ann Arbor)	1 (734) 971-8242	Tom Dziadosz	1 (734) 971-1545	tom.dziadosz@us.schindler.com		<input type="checkbox"/>		14200	Union
Seaway Painting, LLC	1 (734) 522-2440	John Zannis	1 (734) 522-6022	irene@seawaypainting.com		<input type="checkbox"/>		09900	WBE - Union; U of M Approved as of 8.17.11
Shamrock Floorcovering Services Inc	1 (734) 994-5770	Donald Richards	1 (734) 994-5156	dirish@shamrockfloors.com	FAXed & Mailed	<input type="checkbox"/>		09300	Union
Shaw Electric	1 (734) 477-6800	Patrick Reardon,	1 (734) 477-6804	preardon@shawelectric.com	FAXed & Mailed	<input type="checkbox"/>		16000	Union
Shaw Electric Company	1 (734) 425-6800	Kevin Bleiski	1 (734) 428-6824	kbleisk@shawelectric.com	FAXed & Mailed	<input type="checkbox"/>		16000	Union; U of M Approved
Somerset Painting	1 (734) 250-0714	Estimator		Nishanlank@gmail.com		<input type="checkbox"/>		09900	
Southeastern Tile	1 (596) 465-9110	Randy Harvey	1 (596) 465-9112	rharvey@tmi-southeastern.com	FAXed & Mailed	<input type="checkbox"/>		09300	
Spears Fire & Safety Services	1 (734) 663-4133		1 (734) 663-9540		FAXed & Mailed	<input type="checkbox"/>		10520	
Superior Demolition Company Inc.	1 (313) 366-6330	Arlene Towns, P	1 (313) 366-6337	atowns1233@aol.com		<input type="checkbox"/>		02050	WBE
Supreme Heating & Supply Co., Inc.	1 (313) 885-2400	Kimberly Estima	1 (313) 885-2885	stritzinger@rocketmail.com	FAXed & Mailed	<input type="checkbox"/>		15000	
Tandem Tile & Stone, Inc.	1 (734) 277-7475	Steve DiGiusepp	1 (866) 832-7926	steve@tandemtile.com	FAXed & Mailed	<input type="checkbox"/>		09300	
Tanner Supply (Ann Arbor Area)	1 (734) 527-3070	Aubrey Brownlin	1 (734) 527-2868	abrowning@tannersupply.com	FAXed & Mailed	<input type="checkbox"/>		08100	U of M Approved
Toledo Elevator & Machine Co	1 (419) 241-6422	Dave Walz	1 (419) 241-6483	tolevator@sbcbglobal.net	FAXed & Mailed	<input type="checkbox"/>		14200	Union - SE Michigan, NE Ohio
Toledo Pro Fiberglass Inc.	1 (419) 241-9390	Steve Worden, V			FAXed & Mailed	<input type="checkbox"/>		06605	
Tribble Painting Co., Inc.	1 (734) 668-1586	Estimating	1 (734) 668-1601		FAXed & Mailed	<input type="checkbox"/>		09900	
Tri-County Electric	1 (734) 429-4711	Beth Ann Rents	1 (734) 420-0070	ice@tri-county-electric.com		<input type="checkbox"/>		16000	U of M Not Approved
Trinity Glass	1 (419) 385-4527		1 (419) 385-4533			<input type="checkbox"/>		08800	
Trust Thermal Abatement Inc.	1 (517) 669-8834	David Baldwin	1 (517) 669-8836	davebaldwin@trustthermal.com	FAXed & Mailed	<input type="checkbox"/>		02050	Non-Union; U of M Approved
Turner Electric Service, Inc.	1 (734) 426-5657	Pat Colvia	1 (734) 426-5810	pcolvia@turnerelec.net		<input type="checkbox"/>		16000	Union; U of M Approved
Tye Painting Inc.	1 (734) 498-7577	Dan Tye, Owner	1 (734) 498-7578	dan@tyepainting.com		<input type="checkbox"/>		09900	Union-Local 514; U of M Approved
Universal Glass & Metals (Part of Brinker Group)	1 (313) 898-8225	Peter Taormina	1 (313) 898-8226	ptaormina@brinkergroup.com	FAXed & Mailed	<input type="checkbox"/>		08800	U of M Approved as of 8.17.11 (LS Brinker)
V & J Cement Construction, Inc.	1 (734) 528-4558	Vickie Miller, Pre	1 (734) 528-9936	vandjcement@comcast.net		<input type="checkbox"/>		03000	
Vertex Steel Inc.	1 (248) 684-4177	Michael Bowring	1 (248) 684-9327	mbowring@vertexsteel.com	FAXed & Mailed	<input type="checkbox"/>		05500	U of M Approved 5.26.11
Vision Mechanical	1 (419) 536-0757	Ray Miller	1 (419) 536-9447	rmiller@visionmechanicalinc.com		<input type="checkbox"/>		15000	
VJ Cement Construction	1 (734) 587-2494	Vicki Miller	1 (734) 686-0173			<input type="checkbox"/>		03000	DBE Certified
Water Associated & MBA Distributing	1 (517) 787-9016	M. Richert	1 (517) 787-9036	mrichert@mbsa-twa.com	FAXed & Mailed	<input type="checkbox"/>		13000	Sluice Gate & Stop Valves
Webb Mechanical & Electrical Contractors	1 (734) 946-0700	John Webb	1 (734) 946-4883	johnwebb@webbmechanical.com	FAXed & Mailed	<input type="checkbox"/>		15000	
Welk-Ko Fabricators, Inc.	1 (734) 425-6840	Estimating	1 (734) 425-2006	larry@welkco.com	FAXed & Mailed	<input type="checkbox"/>		05500	
Wiltec Technologies Inc.	1 (734) 677-1401	Jack Wilson	1 (734) 975-2101	jlwilson@wiltecinc.com	FAXed & Mailed	<input type="checkbox"/>		10520	Union; U of M Approved
Wolverine Mechanical Inc	1 (810) 750-6885	Thomas Lapham		wolvmech@yahoo.com.net		<input type="checkbox"/>		15000	DBE



Minority Subcontractor History By Bid Number

Bid/Project # 10538 Bid Name: AA WWTP West High Service Pump Station

Sent Date: 5/8/2012 10:06:21 AM

Trade/Vendor or Sub	Contact	Email? <input type="checkbox"/>	Email Address	Fax	Document Sent	Sent By	WBE	Minority	Status	T/Tr
3LK Coatings	Lorenzo Walker, Owner	<input type="checkbox"/>	lorenzo@3lkconstruction.com	13134939091	Sending Invite	catrinawalker			MS Fax error. Retr	1 / 0
Arrow Construction	Ronald Scheiding	<input type="checkbox"/>	arrowcon@chartermi.net	19062282620	Sending Invite	catrinawalker			Completed	1 / 0
D & H Flooring Inc.	Chuck Hubbard, Pres.	<input type="checkbox"/>	dhflooringinc@yahoo.com	17344678352	Sending Invite	catrinawalker			Completed	1 / 0
Detroit Piping Group	Pete Garcia	<input type="checkbox"/>	pgarcia@pvgcompanies.com	13139639642	Sending Invite	catrinawalker			Completed	1 / 0
Frausto Concrete	Estimating	<input type="checkbox"/>	fraustoconcrete@hotmail.com	17344854420	Sending Invite	catrinawalker			No Answer	1 / 0
Industrial Services (Ann Arbor)	Raquel Hulswitt	<input type="checkbox"/>	raquel@isireresults.com	17348640303	Sending Invite	catrinawalker			Completed	1 / 0
Universal Glass & Metals (Part of Brinker Group)	Peter Taormina	<input type="checkbox"/>	ptaormina@brinkergroup.com	13138988226	Sending Invite	catrinawalker			Completed	1 / 0



WBE Subcontractor History By Bid Number

Bid/Project # 10538 Bid Name: AA WWTP West High Service Pump Station

Date Sent: 5/8/2012 10:06:21 AM

Trade/Vendor or Sub	Contact	Email?	Email Address	Fax	Document Sent	Sent By	WBE	Minority	Status	TI/TR
Crane Technologies Group Inc.	Robert Schuette	<input type="checkbox"/>	job@cranetechnologies.com	12486527818	Sending Invite	catfnawalker			Completed	1 / 0
Industrial Services (Ann Arbor)	Raquel Huls Witt	<input type="checkbox"/>	raque@isresults.com	173-486-40303	Sending Invite	catfnawalker			Completed	1 / 0



Trade/Vendor or Sub	Phone	Contact	Fax	Email Address	Email?	CSI	CSI Description	Document Description
Above the Rest (ATR) General Contracting	(248) 355-4677	Melvin Washington	(248) 355-4688	bruce@atr-construction.com	<input type="checkbox"/>	02050	Selective Demolition	Sending Invite
Advanced Electrical Engineering, LLC	(313) 268-5467	Sonya Hulett	13138821624	shulett@advelecteng.com	<input type="checkbox"/>	16000	Electrical	Sending Invite
All Aspects	(419) 360-0866	Victor Lopez	14197543682	allaspects-cl@yahoo.com	<input type="checkbox"/>	04000	Masonry	Sending Invite
All Together Services	(313) 459-4588	Tiffany Vance	13133458990	ross_stephani@comcast.net	<input type="checkbox"/>	07100	Dampproofing/Waterproofing	Sending Invite
Anderson and Son's Painting, Inc.	(313) 871-6001	Marcus Anderson	13135418405	andersonpslic@aol.com	<input type="checkbox"/>	09900	Painting	Sending Invite
Blaze Contracting, Inc.	(313) 361-1000	Gary Turk, Chief E	13133616850	gturk@blazecontracting.net	<input type="checkbox"/>	02050	Selective Demolition	Sending Invite
Brighton Glass	(517) 546-6750	Nanette McClellan	15175461520	brightonglass@comcast.net	<input type="checkbox"/>	08800	Aluminum & Glazing	Sending Invite
Bryson/Tucker Electric	(419) 536-2293	Andrew Bryson	14195362799	a@brysontucker.com	<input type="checkbox"/>	16000	Electrical	Sending Invite
Buckner & Sons Masonry Inc.	(614) 279-9777		161424797855	buckner@sboglobal.net	<input type="checkbox"/>	04000	Masonry	Sending Invite
Dynamic Currents Corp.	(419) 861-2036	John Isola	14198612048	johnisola@dynamicelectrical.com	<input type="checkbox"/>	03000	Concrete - Fdns/Structural	Sending Invite
Electrical Technology Systems Inc.	(313) 720-8145	Martin Paris	13132161775	ets03@hotmail.com	<input type="checkbox"/>	16000	Electrical	Sending Invite
Farrow Group, Inc.	(313) 259-7910	Michael Farrow	20 13132597920	farrowgroup@comcast.net	<input type="checkbox"/>	02050	Selective Demolition	Sending Invite
Foundation Steel (Spider Enterprises LLC)	(419) 445-2300	Charlotte Dymarko	14194452700	charlotte@foundationsteel.net	<input type="checkbox"/>	05500	Misc Metal Fabrications	Sending Invite
Frausto Concrete	(734) 485-6866	Estimating	17344854420	fraustoconcrete@hotmail.com	<input type="checkbox"/>	03000	Concrete - Fdns/Structural	Sending Invite
Henderson Electric, Inc.	(313) 537-1155	LaMar Henderson	13135378430	hankhend@msn.com	<input type="checkbox"/>	16000	Electrical	Sending Invite
Iron Fetish Metalworks	(586) 776-8311	Jeff Maxwell	15867768331	sales@ifmetalworks.com	<input type="checkbox"/>	05500	Metal Fabrications	Sending Invite
J & N Contracting LLC	(734) 837-3347	Jason Cooper	17344590896		<input type="checkbox"/>	09900	Painting	Sending Invite
Kaizen Contracting/Master Carpets - Commercial Floor Installers	(313) 387-7000	Scott McConnell	13133870266	smcconnell@kaizencontracting.com	<input type="checkbox"/>	09300	Hard Flooring	Sending Invite
KB Solutions	(248) 670-7525	Kevin Bryant	(248) 527-6078	kevin.bryant@kbsolutions.com	<input type="checkbox"/>	16000	Electrical	Sending Invite
Lymco Fire Protection, Inc.	(419) 537-0439	Leo Mack, Owner	14195370974	lymcofirepro@aol.com	<input type="checkbox"/>	10520	Fire Protection Specialties	Sending Invite
Mandell-Vasquez	(419) 255-6666		14192556446	manvas@aol.com	<input type="checkbox"/>	15000	Mechanical Contractors	Sending Invite
Marson Tile (Enterprises)	(248) 352-3833	Mark Marson	12483528218	marsonent@att.net	<input type="checkbox"/>	09300	Hard Flooring	Sending Invite
Mondo Mechanical, Inc.	(419) 531-7303	Robert Maloy	14195317351	mondomechanical@hotmail.com	<input type="checkbox"/>	15000	Mechanical Contractors	Sending Invite
Precision Demolition Services, Inc.	(248) 437-5111	A Williams, - Msg	12484375112		<input type="checkbox"/>	02050	Selective Demolition	Sending Invite
Superior Demolition Company Inc.	(313) 366-6330	Arlene Towns, Pre	13133666337	atownst1233@aol.com	<input type="checkbox"/>	02050	Selective Demolition	Sending Invite
Trinity Glass	(419) 385-4527		14193854533		<input type="checkbox"/>	08800	Aluminum & Glazing	Sending Invite
Universal Glass & Metals (Part of Brinker Group)	(313) 898-8225	Peter Taormina	13138988226	ptaormina@brinkergroup.com	<input type="checkbox"/>	08800	Aluminum & Glazing	Sending Invite
V & J Cement Construction, Inc.	(734) 528-4558	Vickie Miller, Pres.	17345289936	vandjcement@comcast.net	<input type="checkbox"/>	03000	Concrete - Fdns/Structural	Sending Invite
Vision Mechanical	(419) 536-0757	Ray Miller	14195369447	rmiller@visionmechanicalinc.com	<input type="checkbox"/>	15000	Mechanical Contractors	Sending Invite
VJ Cement Construction	(734) 587-2494	Vicki Miller	17346860173		<input type="checkbox"/>	03000	Concrete - Fdns/Structural	Sending Invite

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Mechanical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Advantage Mechanical	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
DeAngelis Heating&Cooling	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Mechanical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Vision Mechanical	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Wolverine Mechanical Inc.	Email	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Mechanical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Mandell-Vasquez	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Mondo Mechanical	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Papa's Refrigeration Serv	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Seman's Services Painting	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Technical Hot&Cold Build	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Mechanical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Hale Contracting	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Flooring

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
American Flooring Install	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Certified Products & Serv	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
D & H Flooring Inc.	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Davison Family Floors	Fax	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Flooring

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Kaizen Contracting	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
Molnar, W.S., Co.	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Mechanical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Advantage Mechanical	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
DeAngelis Heating&Cooling	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Flooring

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Precision Industrial Serv	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Doors, Frames, & Hardware

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Metal Frames, Inc.	Email	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Painting

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Technical&Artistic Drywall	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Toles Michael L. Painting	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Wallpaper by Kathy Snyder	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Painting

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Anderson and Son's Paint	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Applied techniques&Paint	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Futurenet Group	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Bebley Enterprises	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Giant Janitorial	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
BLK Coatings	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Painting

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
J & N Contracting LLC	Fax	5/8/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Marlyn Construction CO.	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
Montgomery, Robert E., Con	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
CTS Industrial Services	Email	5/15/12		<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Selective Demolition

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Blaze Contracting, Inc.	Fax	5/8/12	1/2	<input type="checkbox"/> A <input type="checkbox"/> R	
Above the Rest	Fax	5/8/12	1/2	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Selective Demolition

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Precision Demolition Co.	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Superior Demolition Co.	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Farrow Group	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
GSP Construction LLC				<input type="checkbox"/> A <input type="checkbox"/> R	
Quality Environmental Eng				<input type="checkbox"/> A <input type="checkbox"/> R	
Technical Service Profess				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Paving & Road Construction

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Ebony Construction Co.	Email	5/15/12	<i>N/A</i>	<input type="checkbox"/> A <input type="checkbox"/> R	
Workman Contrs., Inc.	Email	5/15/12	<i>N/A</i>	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Landscape

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Brink Wood Products	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Heinz, Jonny, Landscaping	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
National Cleaning Service	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Perennial Smiles, Inc.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Shades of Green Nursery	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Wagner, Y.M., Inc.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Masonry

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
All Aspects	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Buckner & Sons Masonry	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
P & F Masonry	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

- Other Efforts (attach extra sheets if necessary):
- Search of MDOT Website DBE Listings
 - Michigan Inter-Governmental Trade Network(MITN)
 - Blue Book
 - Internal DBE Database Records

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

Rick Snyder, Governor **DEQ** Dan Wyant, Director

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Structural Steel Fabricators

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
Alloy Construction Serv.	Email	5/15/12	N/A	<input type="checkbox"/> A <input type="checkbox"/> R	
Dynamic Current Corp.	Email	5/15/12	N/A	<input type="checkbox"/> A <input type="checkbox"/> R	
Foundation Steel	Fax	5/8/12	N/A	<input type="checkbox"/> A <input type="checkbox"/> R	
Iron Fetish Metalworks	Fax	5/8/12	N/A	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Roofing

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Futurenet Group, Inc.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Professional Roofing	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Dampproofing/Waterproofing

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
All Together Services	Fax	5/8/12	<u>N/A</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
Industrial Services	Fax	5/8/12	<u>N/A</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Aluminum & Glazing

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Brighton Glass	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Kelly Glass Co., LLC	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Universal Glass & Metals	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Trinity Glass	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Drywall

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
3LK Coatings	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Barnett Construction Serv	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Bebley Enterprises	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Hammond, Tammy Lee, DSI	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Integrity Wall & Ceiling	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Technical & Artistic	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: WWTP Equipment

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Detroit Piping group	Fax	5/8/12	<i>ND</i>	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Fire Protection Specialties

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Lymco Fire Protection	Fax	5/8/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Electrical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
A/B Elec&General Contract	Email	5/15/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid
Chapman Power Systems	Email	5/15/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid
Crook Electric Co	Email	5/8/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid
Advanced Electrical Engin	Fax	5/8/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid
Bryson/Tucker Electric	Fax	5/8/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid
Dynamic Currents Corp.	Email	5/15/12		<input type="checkbox"/> A <input checked="" type="checkbox"/> R	No Bid

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
www.michigan.gov/deq

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Electrical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Electrical technology	Fax	5/8/12	<u>NO</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
KB Solutions	Fax	5/8/12	<u>NO</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
LAD Electric Co.	Email	5/15/12	NO	<input type="checkbox"/> A <input type="checkbox"/> R	
Highgate Electric, Inc.	Email	5/15/12	<u>NO</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
Hinterman Electric	Email	5/15/12	<u>NO</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
Link Electric Company	Email	5/15/12	<u>NO</u>	<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Electrical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Parker Enterprises	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
PCM Electrical Contractor	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Peak Electric, Inc.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Precision Elec. Contract.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Price, T., Electric	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Resnick Electric Company	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

www.michigan.gov/deq

DS-24

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Spence Brothers

Subcontract Area of Work: Electrical

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

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

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Micron Electric Company	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
SysTech Electric, Inc.	Email	5/15/12	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

- Search of MDOT Website DBE Listings
- Michigan Inter-Governmental Trade Network(MITN)
- Blue Book
- Internal DBE Database Records

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

Rick Snyder, Governor



Dan Wyant, Director

NON-DISCLOSURE AGREEMENT FOR CONTRACT AWARD
BETWEEN Spence Brothers
AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, Spence Brothers (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of performing technical engineering services for the Water Treatment Plant.

It is hereby agreed:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information, based on Receiver's request for:

- Water Treatment Plant operational data
- As-built drawings of water treatment plant infrastructure
- Water Distribution System infrastructure maps

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the

City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.


Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

By: _____
Steven D. Powers Date
Its: City Administrator

By:  6/12/12
Date
Print Name: Chad Nienhuis

Approved as to substance:

Its: Assistant Vice President
Spence Brothers

Craig Hupy
Interim Public Services Area
Administrator

Approved as to form and content:

Stephen K. Postema
City Attorney

CONTRACT

THIS AGREEMENT is made on the 16 day of July, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Spence Brothers ("Contractor")
A Michigan Corporation located at 4343 Concourse Drive, Suite 100, Ann Arbor, Michigan 48108
(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "West High Service Pump Station" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Living Wage Declaration of Compliance Forms (if applicable)	Standard Specifications
Bid Forms	Detailed Specifications
Proposal	Plans
Contract and Exhibits	Addenda
Bonds	State of Michigan - Drinking Water Revolving Fund Requirements
	Davis Bacon/Prevailing Federal Wages, Including Standard Provisions
	Disadvantaged Business Enterprise Requirements
	Debarment/Suspension Certification

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area.

Supervising Professional or Owner means Senior Utilities Engineer or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Engineer or Owner's Representative means Consulting Professional acting under the authorization of the Supervising Professional/Owner.

Project means, West High Service Pump Station, Bid No. ITB-4221

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor's receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within twenty-two (22) consecutive months. Shorter completion times for certain portions of the work are specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications or Plans identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount equal to that identified in Specification Section 01140, Table 1 for each portion or Phase of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms (Base Bid plus Alternate No. 2) for the estimated bid total of:

Eight Million Five Hundred Fifty One Thousand and 00/100 Dollars (\$8,551,000.00)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this Contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on

any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

FOR THE CITY OF ANN ARBOR

By _____
Its: _____

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Craig Hupy, Interim Public Services
Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for
- \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 2012, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____
of _____ (referred to as
"Principal"), and _____, a corporation duly authorized to
do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor,
Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan
Public Acts of 1963, as amended, being MCL 129.201 *et seq.*, in the amount of
\$ _____, for the payment of which Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 2012, for _____
_____; and this bond is given for that Contract in
compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under
the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation
if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- (1) Addenda in reverse chronological order;
- (2) Detailed Specifications;
- (3) Standard Specifications;
- (4) Plans;
- (5) General Conditions;
- (6) Contract;
- (7) Bid Forms;
- (8) Bond Forms;
- (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...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. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance 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 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.42 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.91 a hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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

Section 5 - Non-Discrimination

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which

time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said

goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

(e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an

authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the

result of its fault or negligence;

- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon

completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and The City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the

Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;

- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

- Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit

- 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

- \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

- \$2,000,000 Per Job General Aggregate

- \$1,000,000 Personal and Advertising Injury

- \$2,000,000 Products and Completed Operations Aggregate

- 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- 4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial

General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20___, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled West High Service Pump Station. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this ____ day of _____, 20___
_____, _____ County, Michigan

Notary Public

_____ County, MI

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. Copies of the Standard Specifications can also be downloaded from the web link:

http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx.

SUPPLEMENTAL CONDITIONS

1. In addition to the requirements of the General Conditions, Section 28 – Contractor's Insurance, include the following requirements:
 - a. The CONTRACTOR shall purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.
 - b. The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insureds:
 - i. The CONTRACTOR;
 - ii. All Subcontractors;
 - iii. All Sub-subcontractors;
 - iv. The OWNER, the ENGINEER, and their consultant(s), agents and employees.
2. Revise the Umbrella/Excess Liability Insurance amount for each occurrence and for aggregate to the amount of \$3,000,000 from \$1,000,000.

DETAILED SPECIFICATIONS