

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 2, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

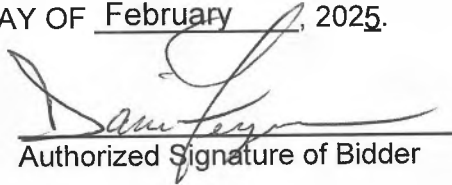
If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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

SIGNED THIS 26th DAY OF February, 2025.

Motor City Electric Utilities Co. (MCEU)

Bidder's Name


Authorized Signature of Bidder

9440 Grinnell St. Detroit, MI
Official Address

Darrian Ferguson
(Print Name of Signer Above)

313 957 3492
Telephone Number

dferguson@mceco.com
Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of Michigan, for whom Darrin Ferguson, bearing the office title of Vice President MCEU, whose signature is affixed to this Bid, is authorized to execute contracts.

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

• A limited liability company doing business under the laws of the State of Michigan, whom Darrin Ferguson bearing the title of Vice President MCEU whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

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

David R. Volkman, Jr. | President | 9440 Grinnell Street, Detroit, MI 48213-1151

Darrin Ferguson | Vice President | 9440 Grinnell Street, Detroit, MI 48213-1151

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

DF
(initial here)

Authorized Official

 **Date** February 26, 2025

(Print) Name Darrin Ferguson Title Vice President MCEU

Company: Motor City Electric Utilities Co. (MCEU)

Address: 9440 Grinnell Street, Detroit, MI 48213

Contact Phone (313) 957-3492 Fax ()

Email dferguson@mceuco.com

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Item	Unit	Estimated Quantity	Labor Unit Price	Total Price
Directional Bore 2 2" Conduits	Per Foot	81564	\$ 16.50	\$ 1,345,806.00
Furnish & Install Muletape in New duct	Per Foot	81564	\$ 0.35	\$ 28,547.40
Install #12 Tracer wire	Per Foot	81564	\$ 0.35	\$ 28,547.40
Install Fiber Cable in Duct - Including All Slack	Per Foot	90364	\$ 1.00	\$ 90,364.00
Remove & Restore Concrete	Sq Ft	2150	\$ 15.00	\$ 32,250.00
Install Handhole	Each	86	\$ 750.00	\$ 64,500.00
Install New Splice Case & Prep Cable	Each	9	\$ 500.00	\$ 4,500.00
Ground Splice Case	Each	9	\$ 150.00	\$ 1,350.00
Prep Cable in Panel	Each	3	\$ 500.00	\$ 1,500.00
Splice Fibers	Each	7776	\$ 20.00	\$ 155,520.00
Install Loaded 4u Panel	Each	3	\$ 300.00	\$ 900.00
Terminate Fibers	Each	432	\$ 20.00	\$ 8,640.00
Test Network	All	1	\$ 5,000.00	\$ 5,000.00
Install Marker Post	Each	86	\$ 50.00	\$ 4,300.00
Install Marker Post with Test Station	Each	28	\$ 75.00	\$ 2,100.00
Mule tape	Per Foot	81564	\$ 0.05	\$ 4,078.20
432 Count Fiber	Per Foot	94464	\$ 3.60	\$ 340,070.40
Splice Trays	Each	599	\$ 29.55	\$ 17,700.45
Splice Cases	Each	9	\$ 589.40	\$ 5,304.60
Handholes	Each	86	\$ 822.40	\$ 70,726.40
#12 Tracer Wire	Per Foot	81564	\$ 0.30	\$ 24,469.20
Ground Rods	Each	9	\$ 16.35	\$ 147.15
Marker Post	Each	86	\$ 19.66	\$ 1,690.76
Marker Post with Test Station	Each	28	\$ 41.19	\$ 1,153.32
2" HDPE Pipe	Per Foot	163128	\$ 0.84	\$ 137,027.52
4u Fiber Panels - Loaded	Each	3	\$ 9,744.58	\$ 29,233.74
NEW Fiber Cable to include slack loops from New fiber/conduit intersects to existing conduit	Per Foot	10,000	\$ 8.60	\$ 86,000.00

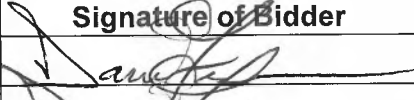

BID TOTAL (written) Two Million Four Hundred Ninety One Thousand Four Hundred Twenty Six Dollars and Fifty Four Cents

Signature of Bidder  Date February 26, 2025

Notice to Bidders

1. Bids must be for all work elements and must have each blank space of the bid form completed.
2. The City reserves the right to waive any informality in any Bid, to reject any Bid, to reject all bids and to delete any part of the above items.
3. The bidder acknowledges that quantities provided are estimates and are not guaranteed and are solely for the propose of bid comparison. Final payment for all unit price items will be based on the actual quantities. No minimum or maximum quantities are guaranteed by the City.
4. The Contractor is responsible for verification of all Bid quantities and to report to the City's Representative any discrepancies found prior to ordering materials or equipment for construction.
5. The bidder hereby certifies it has carefully examined the contract documents provided by the City for bidding purposed and finds them compatible with the work requirements.
6. The bidder declares it has familiarized itself with the location of the proposed work and site conditions.
7. The foregoing unit prices shall include all applicable Federal, State and Local Taxes.

Bidder must sign below that they have read and understood all addendums related to this project. Failure to acknowledge any addendum issued may disqualify the Bidder.

Addendum No.	Addendum Date	Signature of Bidder
Addendum No. 1	Feb. 27, 2025	
Addendum No. 2	Feb. 27, 2025	

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

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

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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
Fiber Optic Cable & Splice Enclosures	Substitute OFS AccuRoll Dry Core Rollable Ribbon Fiber Optic Cable for Corning ALTOS Lite Gel-free cable and substitute Commscope FOSC 450D Splice Capsule's and trays for Corning Optics Splice Closure (SCF). Corning Fiber Panels to remain. (Specifications available upon request)	Deduct \$ 67,901.00

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

Date February 26, 2025

BID FORM

Section 3 - Time Alternate

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

For the work outlined in this request for bid, Motor City Electric Utilities Co. does NOT propose any time alternate under the Contract.

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

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

Signature of Authorized Representative of Bidder  Date February 26, 2025

BID FORM

Section 4 - Major Subcontractors

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

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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N/A

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

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

Signature of Authorized Representative of Bidder  Date February 26, 2025

BID FORM

Section 5 – References

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

1) WAN Fiber Build 50 M 2020 - Present
Project Name Cost Date Constructed

Ahmad Adallah (248) 808 5428
Contact Name Phone Number

2) ITC OPGW 7 M 2020 - Present
Project Name Cost Date Constructed

Matt Vandenbrink (248) 880 6705
Contact Name Phone Number

3) EverStream 5 M 2023 - Present
Project Name Cost Date Constructed

Anastasia Millisor (517) 648 0864
Contact Name Phone Number

BID FORM

Section 6 – Contractor Information and Responsible Contractor Criteria

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

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

Attach additional pages as needed if space below is insufficient.

Pursuant to City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Motor City Electric Utilities Co. (MCEU)

Social Security or Federal Employer I.D. #: 38-2511645

Address: 9440 Grinnell Street

City: Detroit State: MI Zip: 48213

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: 1984

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

David R. Volkman, Jr, President | Darrin Ferguson, Vice President | Dale M. Wieczorek, CEO | Denise Hodgins, CFO

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

Explanation of any business name changes:

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

N/A

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

See attached resumes

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

State of Michigan Electrical Contractor License - George Cheslock - 6114461 - Expires 12/31/2026

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

☒ Yes

☐ No

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

☐ Yes

☒ No

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

All employees are Michigan Residents with +/- 10% from Washtenaw County

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).

See attached Rates. All employees are union members of Local 17 (IBEW)

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

All employees are IBEW Local 17 members paid directly on a weekly basis.

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

☒ Yes

☐ No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

MCE has an Equal Employment Opportunity (EEO) program in place; however, all field employees are hired through IBEW Local 17, meaning the IBEW EEO policy also applies.

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

Yes

No

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

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

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails. See attached Employee Handbook_Substance Abuse Policy

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

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

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

Yes

No

If bidder answered "yes" to the question above, submit documentation of your safety-training program. See attached MCEU Safety Manual - TOC

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

Yes

No

EMR = 0.37

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes

No

If bidder answered “ yes” to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: Max of 1:1

If bidder answered “no” to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = Max of 1:1

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

☐ Yes

☐ No

If bidder answered “yes” to the question above, please submit a copy of the program document(s) and evidence of its registration. See attached

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

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

☐ Yes

☐ No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects. See attached

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Motor City Electric Utilities Co.
9440 Grinnell, Detroit, MI 48213

as Principal, hereinafter called Principal, and

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

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Ann Arbor
301 East Huron Street, Ann Arbor, MI 48104

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

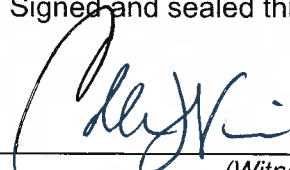
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Fiber and Conduit Construction for the Ann Arbor / Ypsilanti Broadband Project

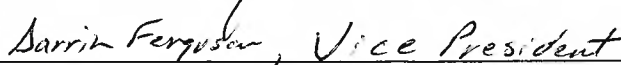
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 27th day of February, 2025.


Motor City Electric Utilities Co.

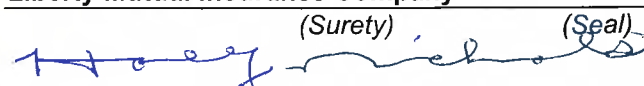

(Witness)


(Principal) (Seal)


(Title)

Liberty Mutual Insurance Company


(Witness)


(Surety) (Seal)


(Title)
Holly Nichols, Attorney in Fact



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

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

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

An email regarding our Financial Information will come from Melissa Chapman or Patrick Mitchell.

From there, you will be provided with a password to access our financial information securely.

If you have any questions, please do not hesitate to reach out to them directly.

Melissa Chapman – Asst. Controller

mchapman@mceco.com

313.957.3457

Patrick Mitchell – S. VP Accounting/Controller

PMitchell@mceco.com

313.957.3475



Darrin Ferguson

Vice President

Darrin is a Journeyman Electrician with more than 25 years of experience in the electrical industry. Darrin oversees the utility, fleet, and warehouse divisions of Motor City Electric Co. and its subsidiaries. Darrin manages the field operations for all aspects of utility construction and maintenance. His focus is ensuring all utility projects are planned and executed while customer expectations and contractual obligations are met.

Current Utility Work/Contracts

DTE Energy – Overhead, Underground, and Substation Distribution Projects – up to 40kV
DTE Energy/Verizon – Joint Pole Use above and below distribution
International Transmission Company – Overhead and Substation Transmission 120-345kV
CMS Gas – Joint Trench
Michigan Department of Transportation – Traffic Signal Upgrades, Freeway Lighting
City of Detroit – Streetscape/Lighting
Renewable Projects – EPC Wind, Solar and Battery Storage projects including the substations and gen-ties.

Notable Projects

Invenergy and CMS Energy Heartland Wind Farm – Ithaca, MI	2022 – Present
USACE Detroit Tank Arsenal – Warren, MI	2020 – 2022
Barton Malow and DTE Meridian Wind Park – Merrill, MI	2021 – 2022
ITC/DTE Midtown Substation, GIS – Detroit, MI	2021 – 2022
Barton Malow CMS Energy Gratiot Farms Wind Park – Carson City, MI	2020 – 2021
DTE Fairbanks Wind Park – Garden, MI	2019 – 2020
Invenergy Blooming Grove Substation and T-Line – Blooming Grove, IL	2020
SEMPRA Renewables Apple Blossom Wind Park – Pigeon, MI	2017
Cupertino Facebook Substation – New Albany, OH	2017 – 2023
Public Lighting Authority LED Conversion – Detroit, MI	2014 – 2017
Multiple Casino/Hotel Projects , Las Vegas, NV	2008 – 2014

Training, Education, and Certifications

- **Journeyman Electrician** – State of Michigan – License 6326159
- Corning LAN 500 Fiber Certification
- Certified Medium Voltage Splicer
- Local 58 NJATC 5-year Apprenticeship
- IBEW Local 58, Member Since 1997

Motor City Electric Co. Employee Handbook



**9440 Grinnell
Detroit, MI 48213**

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DISCHARGE POLICY

If the Company determines that an individual's behavior or work performance interferes with the orderly and efficient operation of a department, then the Company may pursue a plan of corrective action.

It must be recognized that, because of the at-will nature of employment with the Company, either the employee or the Company has the option of terminating the employment relationship at any time, for any reason, with or without cause. In some cases, the Company, in its sole discretion, may decide that corrective action prior to termination may be utilized, such as one or more of the following predischarge measures:

- Verbal warning
- Written warning or notice
- Suspension

Nothing herein creates any type of contract for employment, express or implied.

Without modifying the at-will relationship, the Company has established an Arbitration Procedure, through which a terminated employee may challenge, on various grounds, before an impartial arbitrator, the decisions to terminate employment.

This Arbitration Procedure is intended to be exclusive, final, and binding. It provides the sole mechanism for a terminated employee to assert a legal claim against the Company, thereby displacing time-consuming and expensive litigation.

SUBSTANCE ABUSE POLICY

Our Company endeavors to maintain a work environment free from drug and alcohol abuse. Toward this objective, we wish to emphasize to our employees that substance abuse can have serious negative consequences in the workplace. Substance abuse imperils the safety and welfare of not only the abuser, but co-employees, patients and others. All of us, therefore, have a legitimate concern and interest in maintaining a workplace free from substance abuse.

To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Accordingly, the following rules apply:

1. While on our premises and while conducting business related activities off of our premises, no employee may possess, distribute or sell illegal drugs. Employees

cannot be impaired by alcohol

or illegal drugs when conducting business related activities off of our premises. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

2. The manufacture, distribution, dispensation, possession, use of or being impaired by any controlled substance while on Company property, while operating Company vehicles or equipment, or during an employee's working hours (which includes meals and break periods) is strictly prohibited. The term "controlled substance" refers to drugs and chemical substances such as, but not limited to, marijuana, cocaine, crack cocaine, opium, heroin, peyote, mescaline, LSD, alcohol, etc. For purposes of this policy, being impaired will be conclusively determined by any appropriate means, but it will be deemed conclusive upon the determination of the presence of detectable levels (subject to generally accepted federal thresholds) of a controlled substance or its metabolites in the employee or a blood alcohol level that is above the MUST program's guidelines.

3. Further, we have the right to inspect on demand employees' desks, purses, wallets, packages, automobiles or other personal belongings on Company premises or property in connection with the investigation of suspected possession, use, sale, distribution of alcohol, illegal drugs or other controlled substances or suspected theft of any kind. We have the right to and will demand that all employees cooperate and participate in the investigation of the above rule violations. An employee who fails to adhere to this standard is subject to disciplinary action up to and including discharge.

4. Employees may not report to work in an "unfit condition." This includes, but is not limited to, any suspected use of the above substances as indicated by odor on the employee's breath, wobbly or unsteady gait, dilated pupils, slurred or belligerent speech or the inability to perform regularly assigned tasks.

5. All employees must, as a condition of employment, abide by the above stated policy. We reserve the right to require laboratory testing of any employee we believe may be in violation of this policy, as we deem otherwise necessary to enforce this policy.

6. Violations of this policy will lead to disciplinary action, up to and including immediate termination of employment as determined appropriate by the Company and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

7. Off-duty abuse of illegal drugs or alcohol which may adversely affect the Company's reputation, or where the employee is convicted of the use, distribution or

sale of the same, may also result in disciplinary action, up to and including immediate termination, as deemed appropriate by the Company.

8. Employees convicted of a drug-related offense must immediately notify the Company as a government contractor. The Company may be required to notify the applicable contracting agency of the offense.

9. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Manager and to receive assistance or referrals to the appropriate resources in the community. Leaves and/or insurance benefits may be available to employees for rehabilitation purposes.

Drug and Alcohol Testing

The Company may require employees and applicants to be tested for drugs and alcohol under any of the following circumstances:

- Upon hire;
- Upon transfer from one job site to another;
- When management suspects that an employee's work performance or on-the-job behavior may have been affected in any way by drugs or alcohol;
- When Company policy requires an employee to undergo a physical examination and/or drug test.

Failing a drug or alcohol test is in violation of the Company's drug and alcohol abuse policy. Any employee violating this policy will be subject to disciplinary action, up to and including discharge.

WORKPLACE VIOLENCE POLICY

The Company has a strong commitment to employees to provide a safe, healthy and secure work environment. The presence of weapons and the occurrence of violence in the workplace is prohibited. While the Company has no intention of intruding into the private lives of its present or potential employees, it expects all employees to report to work without possessing weapons and to perform their job without violence toward any other individual. The Company expects all of its employees to work in a manner that enables them to perform their duties safely and productively.

It is not possible to list all forms of workplace behavior that are unacceptable in the workplace. The following items are to be used as a guideline to help prevent workplace violence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

PRODUCER	CONTACT NAME: Christine Phillips
Guy Hurley, LLC	PHONE (A/C, No, Ext): (248) 519-1422
989 E. South Boulevard	FAX (A/C, No): (248) 519-1401
Suite 200	E-MAIL ADDRESS: cphillips@ghbh.com
Rochester Hills MI 48307	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Travelers Indemnity Company A++ XV 25658
INSURED	INSURER B: Travelers Property & Casualty Co. A++ XV 25674
Motor City Electric Utilities Co.	INSURER C: The Standard Fire Ins Co A++ XV 19070
9440 Grinnell	INSURER D: The Travelers Indemnity Co of Am A++ XV 25666
Detroit MI 48213	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 24-25 MCEU 10M Umb

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2KC0338G1755	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VTJCAP9P529690	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP9P5297082425	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0N9444552425R	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
D				UB1N0031672425K	7/1/2024	7/1/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			QT6308T987031	7/1/2024	7/1/2025	Leased/Rented Equip \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

R McGregor/DROSSI

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Motor City Electric Utilities Co. Safety Manual

This manual covers the minimum safety requirements of Motor City Electric Utilities Co. employees and its subcontractors. Any special requirements of the Customer/Controlling Contractor will be adhered to by all MCEU Employees, subcontractors, and vendors.

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General Utility Safety

Introduction

Safety Policy Statement

PROFESSIONALS PUTTING SAFETY FIRST

The leadership of Motor City Electric Co. and its subsidiaries, affiliates and divisions sincerely cares about our employees and is committed to working with them to provide a safe and healthy workplace in our offices, fabrication shops, warehouses, and field sites where we operate and services we provide through our maintenance operations. We believe that all harmful events are preventable and are committed to assisting our employees in achieving this same certainty and outcome. Motor City Electric Co. Safety Culture (MCESC) is the name that we have assigned to our program to support these objectives.

SAFETY CULTURE BEGINS WITH EACH OF US

We are working to transition safety from a corporate priority to an integral part of our company culture. Employees are strongly encouraged to submit recommendations to improve health and safety. Every recommendation will be reviewed and weighed. Many of our efforts come from our employees. Please speak up. You may be helping a coworker.

ADDRESSING HAZARDS AND POTENTIALLY UNSAFE CONDITIONS

MCESC requires that each of us accept personal responsibility to properly understand the hazards we face in the execution of our work tasks and to mitigate the hazards prior to commencement of work. We are all empowered to act to ensure our own safety and the safety of others. Should an employee face an unsafe condition they cannot overcome, they are to contact their supervisor immediately and not proceed with that task. At no time should an employee proceed to work in an unsafe condition.

Employees must also promptly report any unsafe condition, incident, or injury to their supervisor to ensure proper follow up for resolution, medical attention when required, and providing the company with the knowledge to learn from the situation and implement processes and procedures to ensure there is no recurrence of the same or a similar situation in the future. Each and every MCE employee must understand and agree that this is a personal responsibility.

COMPLIANCE

Compliance with the company's commitment to safety and its policies and procedures is designed to promote a safe work environment and shall be required as a condition of employment. Policies and Procedures can be found in the companies Safety Manual and are standard practice for the company.

DISCIPLINE

Like other behaviors that are unacceptable, management will take disciplinary action against any employee who willfully violates safety rules, policies, or procedures, or who demonstrates that they "just don't care" about safety. This corrective action may be a verbal or written warning or even termination, if warranted by the action and situation. Each instance will be reviewed on a case-by-case basis.

COMMITMENT

The commitment to safety starts with the President/CEO of Motor City Electric Co. and is followed through all lines of management. Should there ever be concerns that action is not being taken to protect workers and eliminate injuries, please reach out. This can be done anonymously though calling the main office at 313-921-5300

April 10, 2024

Motor City Electric Utilities

RE: Workers Compensation
Experience Modification Rate
State of Michigan

To whom it may concern:

Please be advised that your Workers Compensation Modification factor for Michigan for the following terms are:

7/1/24 – 7/1/25	.37
7/1/23 – 7/1/24	.39
7/1/22 – 7/1/23	.41

If you need any further information regarding the EMR please contact the undersigned.

Very truly yours,

Heather Beckett

Heather Beckett, CISR, CIC, CRIS
Account Manager

Guy Hurley, LLC
248-519-1438

Quality System Manual

ISO 9001:2015



Motor City Electric Co.

Management Quality System Manual

Revision: 0

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GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q792082

Electrical Contractor License

GEORGE E CHESLOCK
45911 EDGEWATER
CHESTERFIELD, MI 48047

License No.
6114461

Expiration Date:
12/31/2026

This document is duly
issued under the laws of the
State of Michigan



FRINGE SUMMARY SHEET

LOCAL UNION 17 AND LOCAL UNION NO. 876, IBEW

AGREEMENT NO. 6-17-C/6-876-T

ATS/ROADWAY ELECTRICAL WORK

WAGE SCHEDULE

Classifications	<u>6/3/24</u>
Foreman (112.5% of Journeyman Rate)	53.27
Journeyman Specialist (115% of Journeyman Rate)	54.45
Journeyman Signal Tech	47.35
Journeyman Signal Tech II	43.83
Communications Tech	47.35
Tower Tech	47.35
Fiber Optic Splicers	47.35
Labor Crew/Underground Foreman	42.66
Apprentice Technician:	
Apprenticeship wages shall be divided into six (6) 1000 hour periods:	
1 st period - 60% of Journeyman Signal Tech Rate	28.41
2 nd period - 65% of Journeyman Signal Tech Rate	30.78
3 rd period - 70% of Journeyman Signal Tech Rate	33.15
4 th period - 75% of Journeyman Signal Tech Rate	35.51
5 th period - 80% of Journeyman Signal Tech Rate	37.88
6 th period - 90% of Journeyman Signal Tech Rate	42.62
Operator 'A'	40.09
Operator 'B'	37.46
Groundman/Driver	32.00

FUND NAME

SEND PAYMENTS TO

A) Please remit ACH payment to: KeyBank

Account Number: 49975398

Routing Number: 021052053

ALB Receiving Fund

8044 Montgomery Rd., Ste 522

Cincinnati, OH 45236

NEBF

An amount equal to 3% of gross Earnings

NECA (NECA Members Only)

5/10 of 1% of Gross Labor Payroll

on first 75,000 work hours

2/10 of 1% of Gross Labor Payroll

on second 75,000 work hours

No payment on Gross Labor Payroll

over 150,000 work hours

NATIONAL ELECTRICAL ANNUITY PLAN (NEAP)

An amount equal to 29% of gross wages

NATIONAL LABOR MANAGEMENT COOPERATION FUND

One Cent per hour worked, up to a maximum

of 150,000 hours per year

AMERICAN LINE BUILDERS ADMINISTRATIVE

MAINTENANCE FUND

Three Cents per hour worked (\$.03)

ALBAT

1% of Gross Payroll

LOCAL UNION 17 AREA TRAINING COMMITTEE

\$.20 per hour worked

B) Send form supplied by administrator

LOCAL 17 HEALTH AND WELFARE FUND

\$7.30 per hour for each hour worked

Check Payable to:

LOCAL 17 HEALTH AND WELFARE FUND

Local 17 Health & Welfare Fund

P.O. Box 673804

Detroit, MI 48267-3804

D) Send Photocopy of MPR-168 or typed listing

LOCAL UNION NO. 17 WORKING DUES

Check with Local Union for Amount

Check Payable to:

LOCAL UNION NO. 17

Local Union No. 17, IBEW
17000 W. 12 Mile Road
Southfield, MI 48076

KPM 6/3/2024



International Brotherhood of Electrical Workers

Local 17

17000 West Twelve Mile Road • Southfield, Michigan 48076-2112
(248) 423-4540 • FAX (248) 423-9277

James Shaw

Business Manager & Financial Secretary

February 19, 2024

RE: Motor City Electric
9440 Grinnell
Detroit, MI 48213

To Whom It May Concern:

This letter will introduce Motor City Electric, a signatory contractor in good standing with Local Union No. 17, IBEW and American Line Builders, Chapter NECA. Motor City Electric's dues and fringe benefits are currently paid up to date.

Motor City Electric has been working with the union, Local Union No. 17, IBEW for many years. The company has negotiated with and worked with our union hall under many contracts including, overhead utility, substation, joint use, maintenance, and underground. Motor City Electric would be an exceptional choice for renewable energy projects, and more.

We are proud to list Motor City Electric as a signatory contractor with Local Union No. 17, IBEW. We would appreciate any consideration you could provide the company.

If I can be of any further assistance, please contact me at (313) 790-4985.

Sincerely,

Mike Kozlowski
President & Assistant Business Manager
Local Union No. 17, IBEW

**IBEW-NECA
OUTSIDE
AREA TRAINING AGREEMENT**

This Area Agreement entered into on August 24, 2011, between the American Line Builders Chapter of the National Electrical Contractors Association (NECA) hereafter referred to as the Chapter and the signatory Local Unions in District(s) 4th/6th of the International Brotherhood of Electrical Workers, hereinafter referred to collectively as the Union, shall be in effect wherever there exists an outside construction working agreement with a Local Union of the IBEW.

PREAMBLE

Due to the nature of outside electrical construction work, workers are required to move about from place to place to follow the progress of the job. It is also necessary for line apprentices to travel from area to area, not only to contribute toward the progress of the job, but to obtain the diversity of work experience required to become a competent journeyman.

The fact that the individual Local Union area are often not in a position to offer the diversity of work required, or reasonably continuous employment of an apprentice over the period of apprenticeship, indicated that if the desired result is to be obtained it is necessary that the recognized training area include more than one Local Union jurisdiction. Therefore, this Chapter Area will be the recognized training area.

To insure that our Industry be supplied with the proper number of qualified workers, it is the intent of this Agreement that all matters of apprenticeship and training including journeyman training shall be the responsibility of the Area Joint Apprenticeship and Training Committee established under the terms of this Agreement, hereafter referred to as the AJATC.

If this Agreement is to achieve its intended goal, the cooperation of all facets of the Outside Construction Industry is necessary. The intent of this Agreement is: To maintain an adequate number of properly selected apprentices; to make available to them and require them to complete

proper related instruction; meet the needs of the employer regardless of where the job is located within this training Area; and to assure the apprentices of reasonably continuous employment and work diversity, and thereby opportunity to complete their apprenticeship indenture.

ARTICLE I APPRENTICESHIP AND TRAINING

Section 1. The AJATC shall be comprised of 4 Members representing the Chapter and 4 Members representing the Union. This Committee shall adopt Area standards in conformity with the National Joint Apprenticeship and Training Committee (NJATC) Standards for the Outside Electrical Contracting Industry governing the selection, qualifications, education, and training of all outside apprentices. The AJATC shall also be responsible for training journeymen and others. The standards provided by the NJATC will be promptly agreed upon by the parties to this Agreement and registered with the NJATC, and the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor.

Section 2. Members of the AJATC shall be appointed in writing by the party they represent. Their term of office shall be 4 years unless removed for cause by the party they represent. The term of one Chapter and one IBEW committee member shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to serve successive terms, but each appointment is to be in writing.

The AJATC shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least quarterly and also when called by the Chairman, Secretary, or by a majority of the Committee members.

Section 3. (a) The AJATC or its authorized subcommittee shall supervise all matters involving apprenticeship and training in conformity with the provisions of this Agreement and the

registered Area Apprenticeship Standards. In case of a deadlock the matter in dispute shall be referred to the parties to this Agreement for settlement.

(b) The AJATC may establish or authorize Joint Subcommittees to be similarly constituted and selected where needed to assist in the implementation of the operation of the program.

Section 4. (a) In order to provide diversity of training or work opportunities, the AJATC shall have full authority to transfer apprentices from one job or employer to another. All transfers and assignments for work shall be issued through the applicable referral office as directed by the AJATC or, the Subcommittee. The Training Director shall handle the transfer of apprentices from one Local Union Area to another as determined by the AJATC.

(b) The AJATC is hereby instructed and authorized to employ a full-time Training Director. The AJATC shall delegate to the Training Director that responsibility and authority deemed necessary. The Training Director shall also be authorized to perform those functions generally outlined in Section 4(a) and shall keep adequate records of each such action taken.

Section 5. All apprentices must enter the program through the AJATC in keeping with registered standards and shall not be eligible for employment as an apprentice until they have been properly indentured. An apprentice who has completed the probationary period is still subject to removal from training by the AJATC in accordance with its rules and policies. Such removal also cancels the classification of apprentice and the opportunity to complete the apprenticeship indenture.

Section 6. The AJATC shall select and indenture a sufficient number of apprentices to meet manpower needs within the jurisdiction of the AJATC. The AJATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per this Section. Participating

employers shall employ only indentured apprentices secured from the AJATC. The AJATC will determine whether or not an individual employer is entitled to any number of apprentices as limited by the jobsite ratio and whether or not the employer is considered qualified to train the apprentice. No employer is guaranteed any specific number of apprentices.

Each job site shall be allowed a ratio of 1 apprentice(s) for every 1 Journey-level workers. (The area parties will determine the job site ratio, however, the ratio shall not be less than one apprentice to one journey-level worker). If the AJATC is unable to provide an apprentice to a qualified employer within ten working days following a request for an apprentice, the AJATC shall indenture the next available apprentice from the list of eligible applicants. An active list of qualified applicants shall be maintained by the AJATC as per the selection procedures.

Section 7. An apprentice shall be under the supervision of a journey-level worker at all times.

ARTICLE II

Section 1. The parties to this Agreement shall enter into a Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947, as amended. All funds shall be disbursed in accordance with this Trust Agreement.

Section 2. All employers subject to the terms of this Agreement shall contribute 1% of their gross labor payroll for the purpose of maintaining the apprenticeship and training program. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF.

Section 3. Each apprentice will pay for all student materials issued by the AJATC as determined by the AJATC.

ARTICLE III

The AJATC is hereby instructed and empowered as follows:

1. To determine the number of apprentices needed to keep the Area supplied with qualified journeymen, after considering all factors that have a bearing on the number required.

2. To keep complete and accurate records concerning each apprentice.
3. To prepare and make available a written policy statement detailing the policies of the AJATC.
4. To adopt the Affirmative Action Plan and Selection Procedure as provided by the NJATC.
5. To make an annual report to the sponsoring parties.

ARTICLE IV

Apprentice wages shall be divided into seven (7) 1000-hour periods as follows:

- 1st period 60 % of journeyman's rate
- 2nd period 65 % of journeyman's rate
- 3rd period 70 % of journeyman's rate
- 4th period 75 % of journeyman's rate
- 5th period 80 % of journeyman's rate
- 6th period 85 % of journeyman's rate
- 7th period 90 % of journeyman's rate

based on the negotiated journeyman's scale in the Local Union Area in which the work is being performed.

ARTICLE V

This Training Agreement shall continue in effect in accord with the provisions provided herein.

Either party desiring to change this Agreement must notify the other in writing, by giving sixty (60) days notice of the proposed changes. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect. Not changes shall alter the NJATC guideline standards or the jurisdiction of this areawide program.

ARTICLE VI

Should the parties to this Agreement fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations. The Council's decision shall be final and binding on both parties.

This Agreement is subject to approval by the International President of the IBEW and the National Office of NECA.

ARTICLE VII

At any regular AJATC meeting, business shall be conducted as usual, provided that at least one member from each party is present. In the event that the pal-ties are divided on an issue, each party may cast its full vote as if all were present.

ARTICLE VIII


The provisions in this Article are applicable only for Outside collective bargaining agreements which contain classifications for Outside Telephone, Outside CATV or Outside Technician classifications. The standard ENABLING CLAUSE (see page 7) shall be inserted in all such collective bargaining agreements, in lieu of any other Apprenticeship and Training language.

The language of the Outside Area Training Agreement between the Chapter and IBEW Local Unions shall be properly modified to include apprenticeship wage rates and allowable ratios.

Signed this 24th day of August 2011

National Electrical Contractors
Association

American Line Builders
Chapter, NECA



President



Manager

Local Unions of the International
Brotherhood of Electrical Workers

See Attached Sheet
Local Union _____

Local Union _____

Local Union _____

Local Union _____

Local Union _____
(ATTACH ADDITIONAL SIGNATURE SHEETS AS NECESSARY)

Clause to Be Inserted into All IBEW Local Union Agreements
in Lieu of All Other Apprenticeship Training Clauses
Pertaining to Outside Apprentice and Journeymen Training

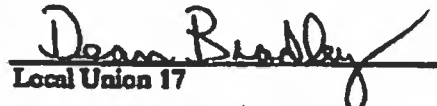
-ENABLING CLAUSE-

Section 1. The Area Training Agreement entered into between the _____

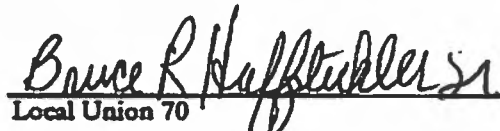
Chapter of NECA, and IBEW Local Union
number _____ as approved by the International President on _____
[Date], and as amended, shall govern all matter of apprenticeship and training, and the financing
thereof Presently the contribution rate to the Apprenticeship and Training Trust (1 percent of
the Gross Labor Payroll) or (_____ cents per hour). Apprentices' wages and ratio of apprentice
to Journeymen are specified in the Area Training Agreement.

Local Unions of the International
Brotherhood of Electrical Workers
Signature Sheet


Local Union 9


Local Union 17

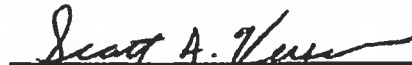

Local Union 51

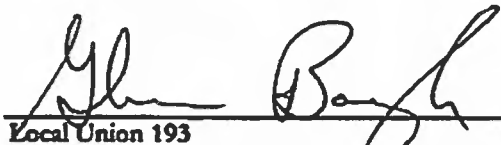

Local Union 70


Local Union 71


Local Union 80

Local Union 141


Local Union 145

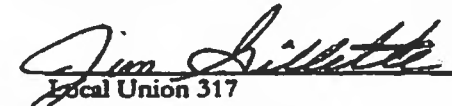

Local Union 193


Local Union 196


Local Union 245

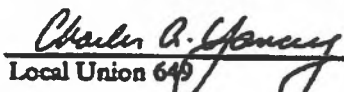
Local Union 307

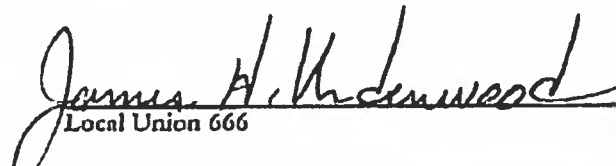

Local Union 309


Local Union 317


Local Union 369


Local Union 596


Local Union 649


Local Union 666

Local Unions of the International
Brotherhood of Electrical Workers
Signature Sheet

Steve Hughtart
Local Union 702

Bill Hughtart 11-5-2011
Local Union 876

Lynford C. Lovell
Local Union 968

Thomas J. Bulz
Local Union 1393

Local Union 816

Roger D. Farmer
Local Union 934

Nail F. Gray
Local Union 1340

Ray N. Bonell
Local Union 1701

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

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

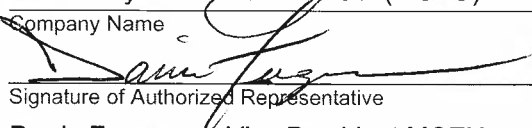
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

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

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

Motor City Electric Utilities Co. (MCEU)

Company Name
 _____
Signature of Authorized Representative Date **February 27, 2025**
Darrin Ferguson, Vice President MCEU

Print Name and Title
9440 Grinnell Street, Detroit, MI 48213

Address, City, State, Zip
313 957-3492 dferguson@mceuco.com

Phone/Email address

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

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

Motor City Electric Utilities Co. (MCEU)

9440 Grinnell Street

Company Name

Street Address

Signature of Authorized Representative

Date

Detroit, MI 48213

City, State, Zip

Darrin Ferguson, Vice President MCEU

Print Name and Title

313 957-3492 / dferguson@mceuco.com

Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 per hour

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

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

ENFORCEMENT

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

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

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

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

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



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)
<i>No Conflict</i>	

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<i>Motor City Electric Utilities</i>	<i>313-957-3492</i>	
Vendor Name	Vendor Phone Number	
<i>Darrin Ferguson</i>	<i>2/27/25</i>	<i>Darrin Ferguson</i>
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

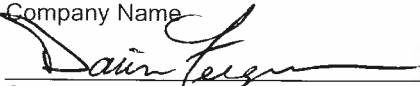
The Contractor agrees:

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

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

Motor City Electric Utilities Co. (MCEU)

Company Name



February 27, 2025

Signature of Authorized Representative

Date

Darrin Ferguson , Vice President MCEU

Print Name and Title

9440 Grinnell Street, Detroit, MI 48213

Address, City, State, Zip

313 957-3492 / dferguson@mceuco.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500